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### LEASE AGREEMENT

between

**ROCKWELL OMAHA, LLC**  
 a Utah limited liability company  
 as Landlord

and

**NOAH OPERATIONS OMAHA, NE, LLC**  
 a Utah limited liability company  
 as Tenant

Dated JUNE 23, 2015  
 Omaha, NE

RETURN: Thompson DORNER  
10836 OLD MILL RD  
Omaha NE 68154

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## LEASE AGREEMENT

This Lease Agreement (this "Lease"), dated as of June 24, 2015, is entered into by and between ROCKWELL OMAHA, LLC, ITS SUCCESSORS AND/OR ASSIGNS ("Landlord"), and NOAH OPERATIONS OMAHA, NE, LLC ("Tenant").

**ARTICLE 1. DEMISED PREMISES.** In consideration of the rents, covenants, and agreements contained herein, Landlord leases to Tenant, and Tenant leases from Landlord, the real property situated in the City of Omaha in the County of Douglas in the State of NE, more particularly described on the attached Exhibit A (the "Premises") and all improvements constructed or otherwise located thereon, including without limitation the business, recreation, and community center constructed on the Premises (the "Facility").

### ARTICLE 2. TERM AND USE.

**2.1. Commencement Date and Initial Term.** The initial term of this Lease (the "Initial Term") shall commence on the date first above written (the "Commencement Date") and shall end upon the close of business on the last day of the month in which the twenty first anniversary of the Commencement Date occurs. Rent for the month of the Commencement Date, if other than the first day of the month, shall be prorated for that period. As used in this Lease, the term "Lease Year" shall mean (a) the period beginning on the Commencement Date and ending on the last day of the month in which the first anniversary of the Commencement Date occurs and (b) each successive twelve-month period during the Initial Term or any Renewal Term (as defined below) that ends on the last day of the month in which an anniversary of the Commencement Date occurs.

**2.2. Renewal Options.** Provided Tenant is not in default under any term, condition or covenant contained in this Lease at the time of the exercise of the option to renew the Initial Term of the Lease, Tenant shall have the option to extend the Initial Term for two additional ten-year terms ("**Renewal Term**") on the same terms and conditions as provided herein. Notice of the exercise of such option to renew shall be given by Tenant to Landlord, in writing, no later than 60 days and no earlier than 180 days before the expiration of the Initial Term or the then current Renewal Term, as the case may be. Notice shall be given in accordance with the provisions of Article 23.2 of this Lease.

**2.3. Use.** Tenant shall use the Premises for a multi-use business, recreation, and community center and related uses. Tenant shall not use the Premises for any purpose other than as a multi-use business, recreation, and community center without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Tenant will keep the Premises in a clean and orderly condition.

### ARTICLE 3. RENT.

**3.1. Date on Which Rent Begins.** Tenant shall pay Rent (as defined below) beginning upon the Commencement Date. "Rent" shall consist of both Base Annual Rent and all Additional Rent (as each of those terms is defined below).

**3.2. Additional Rent.** Tenant shall pay all costs of utilities and necessary maintenance applicable to the Premises, all real estate taxes and other assessments against the Premises, and costs for insurance required herein, which costs are referred to as "Additional Rent" and are set forth in more detail below.

**3.3. Base Annual Rent.** Tenant shall pay to Landlord, for the use and occupancy of the Premises, annual rent in the amounts set forth below ("Base Annual Rent"). The annual rent shall increase by 2% as outlined in the Base Rent Schedule below. The Base Annual Rent shall be paid in twelve equal monthly installments each Lease Year.

Base Rent Schedule  
(8,800 Square Feet)

	Period	Annual Base Rent	Monthly Installment
Construction Period	07/01/2015 - 03/31/2016	\$383,295	\$31,941
Year 1	04/01/2016 - 03/31/2017	\$383,295	\$31,941
Year 2	04/01/2017 - 03/31/2018	\$390,961	\$32,580
Year 3	04/01/2018 - 03/31/2019	\$398,780	\$33,232
Year 4	04/01/2019 - 03/31/2020	\$406,756	\$33,896
Year 5	04/01/2020 - 03/31/2021	\$414,891	\$34,574
Year 6	04/01/2021 - 03/31/2022	\$423,189	\$35,266
Year 7	04/01/2022 - 03/31/2023	\$431,652	\$35,971
Year 8	04/01/2023 - 03/31/2024	\$440,285	\$36,690
Year 9	04/01/2024 - 03/31/2025	\$449,091	\$37,424
Year 10	04/01/2025 - 03/31/2026	\$458,073	\$38,173
Year 11	04/01/2026 - 03/31/2027	\$467,234	\$38,936
Year 12	04/01/2027 - 03/31/2028	\$476,579	\$39,715
Year 13	04/01/2028 - 03/31/2029	\$486,111	\$40,509
Year 14	04/01/2029 - 03/31/2030	\$495,833	\$41,319
Year 15	04/01/2030 - 03/31/2031	\$505,750	\$42,146
Year 16	04/01/2031 - 03/31/2032	\$515,865	\$42,989
Year 17	04/01/2032 - 03/31/2033	\$526,182	\$43,848
Year 18	04/01/2033 - 03/31/2034	\$536,706	\$44,725
Year 19	04/01/2034 - 03/31/2035	\$547,440	\$45,620
Year 20	04/01/2035 - 03/31/2036	\$558,388	\$46,532

**3.4. Manner of Payment.** Rent shall be paid in lawful currency of the United States of America, in advance, without notice or invoicing from Landlord, on or before the first day of each and every month during the Initial Term and any Renewal Term hereof, beginning on the Commencement Date and ending on the effective termination of this Lease. If the Base Annual Rent shall be determined under the provisions of Article 3.1 above to commence on a date other than the first day of the month, then the Base Annual Rent for such period shall be prorated accordingly. All payments of rent and other sums shall be paid or mailed to Landlord at Landlord's address set forth in Article 23.2 or to such other payee or address as Landlord may designate from time to time in writing.

**ARTICLE 4. TAXES AND ASSESSMENTS.**

Tenant shall pay Additional Rent to Landlord for taxes and assessments as follows:

**4.1. Real Property Taxes and Assessments.** Tenant shall be responsible for all real property taxes, general and special assessments, water and sewer charges, or any other governmental charges and fees associated with membership in a property owners association (collectively "Real Estate Taxes") that may be levied or assessed against the Premises, the Facility, or any improvements related thereto by any lawful authority for each calendar year or portion thereof commencing on the Commencement Date.

**4.2. Payment of Real Estate Taxes.** Tenant shall pay as Additional Rent all Real Estate Taxes. Such payments shall be made by Tenant to Landlord within twenty (20) days of receiving notice from Landlord, which notice shall state the amount of such Real Estate Taxes. If Landlord or Tenant, after receiving Landlord's consent, and at Tenant's sole cost and expense, undertakes action to appeal the assessments made regarding Real Estate Taxes and receives any refund by reason of that appeal or for any other reason, Tenant shall be entitled to receive any such refund within thirty (30) days after Landlord's receipt of the refund.

**ARTICLE 5. SUBORDINATION.** The leasehold interest granted to Tenant under this Lease shall be subject and subordinate to all mortgages or trust deeds which may now or hereafter affect the Premises, and also to all renewals, modifications, consolidations, and replacements of such mortgages and trust deeds; provided that the holder of any such instrument agrees in writing that Tenant's possession of the Premises will not be disturbed so long as Tenant will continue to perform its duties and obligations under this Lease or any renewal thereof per paragraph 2.2 herein. Although no instrument or act on the part of Tenant shall be necessary to effectuate such subordination, Tenant will, nevertheless, execute and deliver in a prompt and diligent manner such further instruments continuing such subordination of Tenant's leasehold interest as may be desired by the holders of such mortgages or trust deeds. In the event any proceedings are brought for foreclosure, or in the event of the exercise of the power of sale under any mortgage or deed of trust, upon any such foreclosure or sale, Tenant agrees to recognize such beneficiary or purchaser as Landlord under this Lease.

**ARTICLE 6. TENANT IMPROVEMENTS UPON PREMISES.** If at any time the Premises do not comply with codes as required by regulations of governing authorities, then the Premises will be brought up to the proper standards at Tenant's expense and in accordance with plans approved in writing in advance by Landlord. Tenant shall ensure that all contractors responsible for any work on the Premises shall provide Landlord and Tenant with a one-year warranty on all such work. If the Premises, at any time, are required to be brought up to proper standards with respect to Tenant's specific use thereof, then the Premises shall be brought up to proper standards at Tenant's expense. If Tenant fails to prosecute such repairs and improvements diligently and continuously to completion then Landlord may prosecute such repairs and improvements itself and charge 105% of the amount of the actual costs thereof to Tenant as Additional Rent.

#### **ARTICLE 7. REPAIRS AND MAINTENANCE.**

Tenant agrees, at its own cost and expense, to keep the Premises, each and every part thereof, and any and all appurtenances in good condition and repair during the term of this Lease, and to make all repairs to, or replacements of, the Premises and appurtenances to the Premises. Tenant agrees to surrender the Premises at the termination of this Lease in good condition, ordinary wear and tear excepted. Tenant shall maintain all portions of the Premises and adjoining areas in a clean and orderly condition, free of dirt, rubbish, debris, and unlawful obstructions. Landlord shall not be required to furnish any services or facilities or make any repair or alteration in or otherwise maintain the Premises or adjoining areas. Tenant agrees to keep all of the Premises, including without limitation, the roof, doors, window casements, glazing, interior walls, floors, ceilings, carpets, interior plumbing, interior pipes, electrical wiring, HVAC systems, alarms and fire suppression systems, utility lines, the exterior and interior of the Facility and the improvements located therein, the interior walls and interior decorating in good condition and repair. Tenant agrees to repair or pay for the repair of any damage to the Premises resulting from the acts of Tenant, Tenant's employees, agents, representatives, vendors, customers and invitees. Tenant shall also be responsible to pay all janitorial and cleaning costs to keep the Premises clean and free of debris. If repairs for which the Tenant is responsible are not completed with twenty (20) days after Tenant has

received written notice from Landlord of such state of disrepair, or if such repairs cannot reasonably be completed within such twenty (20) day period and Tenant shall fail to commence such repairs within twenty (20) days after notice and proceed diligently thereafter, then Landlord may perform such repairs and charge 105% of the amount of the actual cost thereof to Tenant as Additional Rent.

## **ARTICLE 8. ENVIRONMENTAL MATTERS.**

**8.1. Warranties of Tenant and Indemnification of Landlord.** Tenant shall indemnify, defend and hold Landlord and its successors and assigns, owners, managers, partners, affiliates, representatives, officers, employees and agents ("Landlord Parties") harmless from, and Landlord shall have no liability for or responsibility to pay, any claims, judgments, damages, fines, penalties, costs, liabilities (including sums paid in settlement of claims) or loss including attorneys' fees, consultants' fees, and expert fees which arise during or after the Initial Term or any Renewal Term, in connection with the presence of or that arises out of any act or omission of the Tenant as it relates to toxic or Hazardous Materials (as defined below) in, on or under the Premises to the extent the presence of such Hazardous Materials is not caused by Landlord. This indemnification shall survive the termination of this Lease. Furthermore,

8.1.1. Tenant warrants that it shall not cause any Hazardous Materials to be used, generated, stored or disposed of on, under or about, or transported to or from the Premises unless the same is specifically approved in advance by Landlord, in writing, other than small quantities of retail, household and office chemicals customarily sold over-the-counter to the public and which are related to Tenant's permitted uses of the Premises;

8.1.2. Tenant warrants that it shall comply with all obligations imposed by environmental laws and all other restrictions and regulations upon the use, generation, storage or disposal of Hazardous Materials at, to or from the Premises;

8.1.3. Tenant warrants that it shall deliver promptly to Landlord true and correct copies of all notices received by Tenant from any governmental authority with respect to the use, generation, storage or disposal by Tenant of Hazardous Materials at, to or from the Premises and shall immediately notify Landlord both by telephone and in writing of any unauthorized discharge of Hazardous Materials by Tenant that Tenant reasonably believes poses an imminent hazard to the Premises, the public or the environment;

8.1.4. Tenant shall complete fully, truthfully and promptly any questionnaires sent by Landlord with respect to Tenant's use of the Premises and its use, generation, storage and disposal of Hazardous Materials at, to or from the Premises that are required;

8.1.5. If Landlord conducts any environmental inspections because it has reasonable cause to believe that Tenant's activities have or are likely to result in a violation of environmental laws or a release of Hazardous Materials on the Premises and such violation by Tenant has actually occurred, then Tenant shall pay to Landlord, as Additional Rent, the costs incurred by Landlord for such inspections;

8.1.6. Tenant shall cease immediately upon written notice from Landlord any activity which violates any environmental laws; and

8.1.7. After notice to Landlord, Tenant shall promptly remove, clean up, dispose of or otherwise remediate, in accordance with environmental laws and good commercial practice, any Hazardous Materials on, under or about the Premises, unless such Hazardous Materials are on, under, or about the Premises due to the act of the Landlord.



The foregoing indemnifications of Tenant shall survive any assignment, transfer or termination of the Lease. As used herein, the term "Hazardous Materials" means any hazardous, toxic or dangerous substance, waste or material which is or becomes regulated under any applicable federal, state, or local statute, ordinance, rule, regulation or other law now or hereafter in effect pertaining to environmental protection, contamination or cleanup, which now or hereafter is designated as a "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6901 et seq.) as amended from time to time and any regulations promulgated thereunder, and/or as a "Hazardous Substance" under the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. 9601 et seq.) as amended from time to time and any regulations promulgated thereunder, or under the laws of the State of Nebraska; without limiting the foregoing, Hazardous Materials shall include, but not be limited to, any substance which after being released into the environment and upon exposure, ingestion, inhalation, or assimilation, either directly from the environment or indirectly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavior abnormalities, cancer and/or genetic abnormalities.

**ARTICLE 9. ALTERATIONS TO PREMISES.** Tenant shall not make any exterior or structural alterations in any portion of the Premises, nor any alterations which may substantially affect the value of the Premises without, in each instance, first obtaining the written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Tenant shall be permitted to make interior non-structural alterations, additions and improvements without Landlord's prior consent. Except as otherwise provided in Article 10 below, all alterations, additions, improvements or fixtures made in or upon the Premises, either by Landlord or Tenant, shall be Landlord's property upon termination of the Lease and shall remain a part of the Premises without compensation to Tenant.

**ARTICLE 10. FIXTURES AND PERSONAL PROPERTY.** Any trade fixtures, equipment, inventory, trademarked items, signs, decorative soffit, counters, shelving, showcases, mirrors and other removable personal property installed in or on the Premises by Tenant at its expense ("Tenant's Property"), shall remain the property of Tenant. Tenant at its expense shall immediately repair any damage occasioned by the removal of Tenant's Property and upon expiration or earlier termination of this Lease, shall leave the Premises in a neat and clean condition, free of debris, normal wear and tear excepted. Tenant shall pay before delinquency all taxes, assessments, license fees and public charges levied, assessed or imposed upon its business operation in the Premises as well as upon Tenant's Property. If any such items of Tenant's Property are assessed with property of Landlord, then such assessment shall be equitably divided between Landlord and Tenant to the end that Tenant shall pay only its equitable portion of such assessment. If Landlord and Tenant cannot agree on the equitable division of such a combined assessment, an accountant acceptable to each of them shall reasonably determine the basis of so prorating any such assessments and such determination shall be binding upon both Landlord and Tenant. Such tax assessments, fees or charges referred to in this Article 10, if not timely paid by Tenant, may, at Landlord's sole option, be paid by Landlord and charged to Tenant as Additional Rent.

**ARTICLE 11. SIGNAGE.** Upon receiving the prior written consent of Landlord, Tenant may place signage on the Premises in accordance with and as approved by the local governmental authorities. The costs of all subsequently placed signage or alterations to existing signage shall be at the sole cost and expense of Tenant.

**ARTICLE 12. LIENS.** Tenant shall not permit to be created nor to remain undischarged any lien, encumbrance or charge arising out of any work or work claim of any contractor, mechanic, laborer of Tenant or material supplied by a materialman to Tenant which might be, or become, a lien or encumbrance or charge upon the Premises. If any lien or notice of lien on account of an alleged debt of Tenant or any notice of contract by a party engaged by Tenant or Tenant's contractor to work in the

Premises shall be claimed against the Premises, Tenant shall, within thirty (30) days after notice of the claim, cause the same to be discharged of record by payment, deposit or bond. Tenant's failure to do so shall constitute a default under this Lease and Landlord shall have the remedies available in Article 20 of this Lease.

#### **ARTICLE 13. LAWS AND ORDINANCES.**

**13.1. Compliance.** Tenant agrees to comply with all laws, ordinances, orders and regulations regarding Tenant's particular use, occupancy or alterations of the Premises, and the cleanliness, safety or operation thereof, including without limitation all licensing of the Facility and the personnel engaged to provide services therein. Tenant agrees to comply with the reasonable regulations and requirements of any insurance underwriter, inspection bureau or similar agency with respect to any portion of the Premises installed by Tenant.

**13.2. Illegal and Improper Use, Nuisance.** Tenant agrees not to (a) permit any illegal practice to be carried on or committed on the Premises; (b) make use of or allow the Premises to be used for any purpose that might invalidate or increase the rate of insurance therefor; (c) keep or use or permit to be kept or used on the Premises any flammable fluids, gases, or explosives without the prior written permission of Landlord except for normal cleaning products; (d) use the Premises for any purpose whatsoever which might create a nuisance; (e) deface or injure the Facility; (f) commit or suffer any waste; or (g) install any electrical equipment that could cause any substantial likelihood of exceeding the capacity of the electrical system within the Facility.

**13.3. Electrical Equipment.** In connection with any electrical equipment on the Premises, Tenant shall, at Tenant's own expense, make from time to time whatever changes are reasonably necessary to comply with the requirements of the insurance inspectors, underwriters, government authorities and codes.

**13.4. ADA.** Tenant shall comply with the Americans With Disabilities Act of 1990 (the "ADA") and the regulations promulgated thereunder. Tenant hereby expressly assumes all responsibility for compliance with the ADA relating to the Premises and Tenant's specific use of the Premises. Any alterations to the interior, non-structural portions of the Premises made by Tenant for the purpose of complying with the ADA or which otherwise require compliance with the ADA shall be done in accordance with the provisions of the Lease; provided, that the Landlord's consent to such alterations shall not constitute either Landlord's assumption, in whole or in part, of Tenant's responsibility for compliance with the ADA, or representation or continuation by Landlord that such alterations comply with the provisions of the ADA.

#### **ARTICLE 14. SERVICES.**

**14.1. Utilities.** At all times after the Commencement Date, Tenant shall ensure that the necessary mains, conduits, meters and all connections and other facilities are provided and maintained to make water, sewer, gas, phone and electricity available to the Premises.

**14.2. Payment.** Tenant shall be solely responsible for and promptly pay all charges for the use and consumption of sewer, gas, electricity, water, phone and all other utility services used within the premises.

**14.3. Garbage Collection.** Tenant shall provide a service for collection of refuse and garbage and shall pay the cost thereof.

**14.4. Interruption of Services.** Landlord shall not be liable to Tenant in damages or otherwise if the utilities or services are interrupted or terminated because of necessary repairs, installations, or improvements, or any cause beyond Landlord's reasonable control, and not directly attributable to the negligence of or breach of this Lease by Landlord or its agents, nor shall any such interruption or termination relieve Tenant of the performance of any of its obligations hereunder.

**14.5 Easements and Access.** Tenant shall have the authority to grant easements, rights of way, rights of entry and any other applicable instrument on behalf of Landlord in order to facilitate access to the premises and the installation of all utilities and public services on the premises including, but not limited to; communications, electrical, gas, water and so forth.

**14.6 Post Construction Maintenance.** As Tenant is solely responsible for the maintenance of the property per Article 7, Tenant shall have the authority to enter into any necessary agreements on behalf of the property owner(s) required by the municipality for the post-construction maintenance of the site including, but not limited to, inspections, reports, storm water management, SWPPP, BMP (Better Management Practices) and any other items related thereto.

**ARTICLE 15. DAMAGE TO PREMISES.** If the Premises are hereafter damaged or destroyed or rendered partially tenantable for their accustomed use, by fire or other casualty insured under the coverage which Tenant is obligated to carry pursuant to Article 16 hereof, then Landlord shall, within thirty (30) days after such casualty, commence repair of such Premises and within one hundred eighty (180) days after commencement of such repair restore the Premises to substantially the same condition in which it was immediately prior to the occurrence of the casualty, except as otherwise provided in this Article 15 In no event shall Landlord be required to repair or replace Tenant's Property. The proceeds of the pertinent insurance policies shall be applied to the cost of repairing or restoring the Premises and Tenant shall pay the balance, if any, of the cost of repairing or restoring same.

#### **ARTICLE 16. INSURANCE.**

Tenant agrees to carry, during the Initial Term and any Renewal Term hereof, all risk property insurance with the Landlord as the named insured ("Landlord's Property Insurance") covering fire and extended coverage, vandalism and malicious mischief: sprinkler leakage and all other perils of direct physical loss or damage insuring the improvements and betterments located in or on the Premises and all appurtenances thereto (excluding Tenant's Property) for the full replacement value thereof. Tenant shall furnish Landlord with a certificate of such Landlord's Property Insurance, and such insurance shall provide Landlord with thirty (30) days written notice before any termination or change in such insurance.

Tenant also agrees to carry commercial general liability insurance on the Premises during the Initial Term and any Renewal Term covering both Tenant and Landlord as their interest may appear, giving Landlord and Tenant a minimum of thirty (30) days written notice by the insurance company prior to cancellation, termination or change in such insurance. Such insurance may have a deductible of not more than \$10,000 and shall be for limits of not less than \$1,000,000 per person and \$1,000,000 per accident or occurrence for bodily injury and \$250,000 for property damage per accident or occurrence or such greater amount as may from time to time be reasonably required by Landlord in accordance with other similar property in the Omaha, NE market.

If Tenant fails to provide Landlord with certificates of insurance for the policies required pursuant to this Article 17, Landlord may purchase such insurance and charge Tenant for the cost thereof as Additional Rent.

Landlord and Tenant and all parties claiming under them mutually release and discharge each other from all claims and liabilities arising from or caused by any casualty or hazard, covered or required hereunder to be covered in whole or in part by insurance on the Premises or in connection with property on or activities conducted on the Premises, and waive any right of subrogation which might otherwise exist in or accrue to any person on account thereof. This waiver shall not be required if the insurance carrier charges an additional premium in order to provide such waiver and the party benefiting from the waiver does not agree to pay the additional premium.

**ARTICLE 17. INDEMNIFICATION.** As a material consideration to Landlord for entering into this Lease on the terms and conditions contained herein, Tenant hereby indemnifies and agrees to hold Landlord and the Landlord Parties harmless from and against any and all claims, demands, liabilities, and expenses, including reasonable attorneys' fees, arising from Tenant's use of the Premises or from any act permitted, or any omission to act, in or about the Premises by Tenant or its agents, employees, contractors, customers or invitees or from any breach or default by Tenant of this Lease, except to the extent caused solely by Landlord's acts or omissions. In the event any action or proceeding shall be brought against Landlord by reason of any such claim, Tenant shall defend the same at Tenant's expense by counsel reasonably acceptable to Landlord (as approved by Landlord in writing).

**ARTICLE 18. ASSIGNMENT, SUBLETTING AND OWNERSHIP.**

**18.1. Tenant.** Tenant may not transfer, assign or sublet its interest in this Lease without first obtaining Landlord's written consent, which shall not be unreasonably withheld, conditioned or delayed. Any assignment or subletting shall not release Tenant from its obligations and liabilities under this Lease. Tenant shall provide not less than thirty (30) days' notice to Landlord prior to any proposed transfer, assignment, or subletting and shall pay all costs and expenses, including reasonable attorneys' fees, incurred by Landlord in reviewing and responding to any request for Landlord's consent to an assignment or sublease hereunder.

**18.2. Landlord.** Landlord shall have the right to transfer, assign and convey, in whole or in part, any or all of the right, title and interest to the Premises, provided, such transferee or assignee shall be bound by the terms, covenants and agreements herein contained, and shall expressly assume and agree to perform the covenants and agreements of Landlord herein contained.

**ARTICLE 19. ACCESS TO PREMISES.**

Upon reasonable prior notice, Landlord or Landlord's agent shall have the right to enter the Premises during usual business hours to examine the same; to show the Premises to prospective purchasers or lessees; and to make such repairs, alterations, improvements or additions as are necessary without the same constituting an eviction of Tenant in whole or in part.

**ARTICLE 20. DEFAULTS BY TENANT AND REMEDIES.**

**20.1. Events of Default.** The occurrence of any of the following shall constitute a material default and breach of this Lease by Tenant:

20.1.1. Any failure by Tenant to pay Rent or any other payment required to be made by Tenant hereunder when due. In addition, if Tenant fails to make any payment within ten (10) days of such payment's due date, Tenant shall be obligated to pay a late payment fee equal to five percent (5%) of the payment then due, plus accruing interest on the amount of the late payment (including the late fee) at the rate of eighteen percent (18%) per annum, compounding monthly. The obligation to pay late fees and accruing interest shall not require prior written notice.

20.1.2. A failure by Tenant to observe and perform any other provision of this Lease to be observed or performed by Tenant, where such failure continues for fifteen (15) days after written notice thereof by Landlord to Tenant, except that this fifteen (15) day period shall be extended for a reasonable period of time if the alleged default is not reasonably capable of cure within such time period and Tenant proceeds to diligently cure the default prior to the expiration of such time period.

20.1.3. The making by Tenant of any general assignment for the benefit of creditors, the filing by or against Tenant of a petition to have Tenant adjudged a bankrupt, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days) the appointment of a trustee or receiver to take possession that is not restored to Tenant within thirty (30) days, or the attachment, execution or other judicial seizure that is not discharged within thirty (30) days.

**20.2. Remedies.** In the event of any default by Tenant, then Landlord shall be entitled to the following cumulative remedies (in addition to any other remedies available at law or in equity):

20.2.1. Landlord may terminate this Lease by giving written notice of termination to Tenant, in which event Tenant shall immediately surrender the Premises to Landlord. If Tenant fails to so surrender the Premises, then Landlord may, without prejudice to any other remedy it has, including possession of the Premises or arrearages in Rent or other damages, reenter and take possession of the Premises and expel or remove Tenant and any other person occupying the Premises or any part thereof, in accordance with applicable law; or

20.2.2. Landlord may re-enter and take possession of the Premises without terminating the Lease and relet the Premises and apply the Rent received to the account of Tenant. If Landlord so re-enters and takes possession of the Premises as set forth above, Landlord agrees to use reasonable efforts to relet the Premises for a commercially reasonable rate at the time of such reletting. No reletting by Landlord shall be considered to be for Landlord's own account, unless Landlord has notified Tenant in writing that this Lease has been terminated. In addition, no such reletting shall be considered an acceptance of Tenant's surrender of the Premises unless Landlord so notifies Tenant in writing; or

20.2.3. Landlord may re-enter the Premises without terminating the Lease and without being liable for any damages, whether caused by the negligence of Landlord or otherwise, and do whatever Tenant is obligated to do under the Lease. Tenant shall pay to Landlord, upon demand, the reasonable expenses paid by Landlord in satisfying Tenant's obligations under the terms of this Lease. Any sums so expended by Landlord shall bear interest at the rate of eighteen percent (18%) per annum from the date expended until the date Landlord is repaid.

20.3. **Duty to Mitigate Damages.** In the event of any default by Tenant under this Lease, Landlord shall in each case use its reasonable efforts to mitigate its damages.

20.4. **Abandonment.** If Landlord obtains possession of the Premises as a result of Tenant's abandonment of the Premises or by a decree from a court of competent jurisdiction, this shall not be

construed as an election to terminate this Lease unless Landlord provides Tenant with a written notice of this election.

20.5. Non-Hindrance. Upon any termination or expiration of this Lease, Landlord may operate the Facility as then presently constituted as a multi-use business, recreation, conference, and event center or for any other lawful purpose without hindrance or objection from Tenant and or its related entities; provided that in so doing, Landlord shall not, and shall not allow any tenant of the Premises to, hold itself out as operating a Noah's facility or use the Tenant's name or trademarks. Further, Landlord shall have no rights in or license to use or otherwise benefit from any websites owned by Tenant, Tenant's parent, Noah Corporation ("Noah"), or their respective subsidiaries or affiliates. The parties hereto agree that Noah is an intended third-party beneficiary of this Article.

**ARTICLE 21. SURRENDER OF PREMISES.** Tenant shall, upon the expiration of the Initial Term or, if applicable, any Renewal Term hereof, or any earlier termination of this Lease for any cause, surrender to Landlord the Premises, including, without limitation, all alterations, improvements and other additions which may be made or installed by either party to, in, upon or about the Premises. Tenant may not remove its improvements to or permanent alterations of the Premises, but it may at its own cost and expense and without damage to the Premises remove Tenant's Property, as defined in Article 10 above.

**ARTICLE 22. EMINENT DOMAIN.**

**22.1. Termination of Lease.** In the event a substantial portion of the Premises shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, then at the election of Tenant, upon thirty (30) days' written notice to Landlord, this Lease shall terminate and expire as of the date of such taking, and both Landlord and Tenant shall thereupon be released from any liability thereafter accruing hereunder. For purposes of this Article 22.1, a "substantial portion of the Premises" means (a) thirty percent (30%) or more of the parking areas of the Premises or (b) twenty-five percent (25%) or more of the Premises.

**22.2. Election Not to Terminate.** If Tenant elects not to so terminate this Lease, Tenant shall remain in that portion of the Premises which shall not have been appropriated or taken as herein provided, and Landlord agrees, at Landlord's cost and expense up to the amount received by Landlord under Article 22.3 below, to restore the remaining portion of the Premises to a complete unit of like quality and character as existed prior to such appropriation or taking as soon as reasonably possible. Thereafter, all Rent and payment obligations of Tenant shall be adjusted on an equitable basis, taking into account the relative value of the portion taken as compared to the portion remaining. For the purpose of this Article 22.2, a voluntary sale or conveyance in lieu of condemnation, but under threat of condemnation shall be deemed an appropriation or taking under the power of eminent domain.

**22.3. Right to Compensation.** The compensation awarded or paid for the total or partial taking of the Premises through the exercise of the power of eminent domain shall belong to Landlord.

**ARTICLE 23. MISCELLANEOUS.**

**23.1 . Attorneys' Fees.** In the event of any default under the terms of this Lease or any dispute regarding its terms and conditions or enforcement, the unsuccessful party agrees to reimburse the prevailing party for all expenses and costs, including reasonable attorneys' fees incurred in enforcing the terms hereof. Such reimbursement shall include all legal expenses incurred, whether enforcing is sought by suit or otherwise and shall be in addition to any other damages or relief awarded or obtained.

**23.2. Notices.** Notices and demands required, or permitted, to be sent to those listed hereunder shall be sent by certified mail, return receipt requested, postage prepaid, by facsimile transmission or by Federal Express or other reputable overnight courier service and shall be deemed to have been given upon the date the same is postmarked, if sent by certified mail, or the day deposited with UPS or such other reputable overnight courier service, or the day after the facsimile transmission is made, but shall not be deemed received until one (1) business day following deposit with UPS or other reputable overnight courier service or three (3) days following deposit in the U.S. mail if sent by certified mail to address shown below, and addressed to:

**Landlord:**

ROCKWELL OMAHA, LLC  
c/o Rockwell Debt-Free Properties, Inc.  
8494 South 700 East, Suite 200  
Sandy, UT 84070

**Tenant:**

NOAH OPERATIONS OMAHA, NE, LLC  
c/o Gabriel Management Corporation  
P.O. Box 1289  
Riverton, Utah 84065  
Attn: William J. Bowser

or at such other address requested in writing by a party upon ten (10) days' notice to the other parties.

**23.3. Remedies.** All rights and remedies of Landlord and Tenant herein created or otherwise extending at law are cumulative, and the exercise of one or more rights or remedies may be exercised and enforced concurrently or consecutively and whenever and as often as deemed desirable.

**23.4. Successors and Assigns.** All covenants, promises, conditions, representations and agreements herein contained shall be binding upon, apply and inure to the parties hereto and their respective heirs, executors, administrators, successors and assigns; it being understood and agreed, however, that the provisions of Article 18 are in nowise impaired by this Article 23.4.

**23.5. Waiver.** The failure of Landlord or Tenant to insist upon strict performance by the other of any of the covenants, conditions, and agreements of this Lease shall not be deemed a waiver of any subsequent breach or default by the other in any of the covenants, conditions and agreements of this Lease. No surrender of the Premises by Tenant shall be affected by Landlord's acceptance of Rent or by other means whatsoever unless the same is evidenced by Landlord's written acceptance of the surrender.

**23.6. Holding Over.** If Tenant or any party claiming under Tenant remains in possession of the Premises or any part thereof after any termination or expiration of this Lease, Landlord, in Landlord's sole discretion, may treat such holdover as an automatic renewal of this Lease for a month-to-month tenancy subject to all the terms and conditions provided herein.

**23.7. Interpretation.** The parties hereto agree that it is their intention hereby to create only the relationship of Landlord and Tenant, and no provision hereof, or act of either party hereunder, shall ever be construed as creating the relationship of principal and agent, or a partnership, or a joint venture or enterprise between the parties hereto.

**23.8. Covenant of Title and Quiet Enjoyment.** Landlord covenants that Tenant or any permitted assignee or sublessee of Tenant, upon the payment of the Rent and performance of the covenants hereunder, shall and may peaceably and quietly have, hold and enjoy the Premises and improvements thereon during the Initial Term or any Renewal Term.

**23.9. Estoppel.** Tenant agrees that from time to time, upon not less than ten (10) days prior written request by Landlord or any third party to which the Landlord desires to grant a security interest in the Premises (a "Lender"), Tenant shall deliver to Landlord or Lender a statement in writing certifying:

23.9.1. That this Lease is a true and exact copy of the Lease between the parties;

23.9.2. That this Lease is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified and identifying the modifications);

23.9.3. That there are not, to the best of Tenant's knowledge, any offsets, defenses or counterclaims with respect to the payment of Rent or in the performance of the other terms, covenants and conditions on the part of the Tenant or Landlord to be performed pursuant to this Lease, other than as set forth in that certain Promissory Note of even date herewith made by Landlord in favor of Tenant;

23.9.4. The dates to which rentals and other charges have been paid; and

23.9.5. So far as Tenant is aware, Landlord is not in default under any provision of this Lease; and if Landlord is in default, specifying each such default of which Tenant may have knowledge, it being understood that any such statement so delivered may be relied upon by any prospective purchaser, mortgagee, or assignee of any mortgage of the Premises.

**23.10. Recording.** Tenant shall not record this Lease, but shall record a memorandum of this Lease in a form acceptable to Landlord with the Dallas County Recorder. Any recording costs associated with the memorandum shall be borne by Tenant.

**23.11. Force Majeure and Permitted Delays.** In the event that either party hereto shall be delayed or hindered in or prevented from the performance required hereunder, by reason of strikes, lockouts, labor troubles, failure of power, riots, insurrection, war, acts of God, or other reason of like nature not the fault of the party delayed in performing work or doing acts (a "Permitted Delay" or "Permitted Delays"), such party shall be excused for the period of time equivalent to the delay caused by such Permitted Delay. Notwithstanding the foregoing, any extension of time for a Permitted Delay shall be conditioned upon the party seeking an extension of time delivering written notice of such Permitted Delay to the other party within ten (10) days of the event causing the Permitted Delay.

**23.12. Limitations on Landlord's Liability.** Notwithstanding anything to the contrary contained in this Lease, in the event of any default or breach by Landlord with respect to any of the terms, covenants and conditions of this Lease to be observed, honored or performed by Landlord, Tenant shall look solely to the estate and property of Landlord in the land and building(s) owned by Landlord comprising the Premises for the collection of any judgment (or any other judicial procedures requiring the payment of money by Landlord) and no other property or assets of Landlord shall be subject to levy, execution, or other procedures for satisfaction of Tenant's remedies.

**23.13. Consent.** Unless expressly stated otherwise herein, wherever in this Lease Landlord or Tenant is required to give its consent or approval, such consent or approval shall not be unreasonably withheld, conditioned or delayed.



**23.14. Severability.** Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provisions hereof and such other provisions shall remain in full force and effect.

**23.15. Governing Law and Venue.** This Lease shall be governed by and construed in accordance with the laws of the State of Nebraska applicable to contracts executed and performed wholly in such state. The parties agree that all actions or proceedings arising in connection with this Lease shall be tried and litigated only in the state and federal courts located in the State of Nebraska. Each party waives, to the extent permitted under applicable law, any right each may have to assert the doctrine of forum non conveniens or to object to venue to the extent any proceeding is brought in accordance with this Article 23.15.

**23.16. Time of the Essence.** Time shall be of the essence of this Lease.

**23.17. Entire Agreement.** This Lease contains all of the agreements of the parties hereto with respect to matters covered or mentioned in this Lease and no prior agreement, letters, representations, warranties, promises, or understandings pertaining to any such matters shall be effective for any such purpose. This Lease may be amended or added to only by an agreement in writing signed by the parties hereto or their respective successors in interest.

**23.18. Preliminary Negotiations.** The submission of this document by Landlord for examination does not constitute an offer to lease or a reservation of an option to lease. In addition, Landlord and Tenant acknowledge that neither of them shall be bound by the representations, promises or preliminary negotiations with respect to the Premises made by their respective employees or agents. It is their intention that neither party be legally bound in any way until this Lease has been fully executed by both Landlord and Tenant.

**23.19. Accord and Satisfaction.** No payment by Tenant or receipt by Landlord of a lesser amount than the monthly Rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction; and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of any Rent or to pursue any other remedy in this Lease provided.

**23.20. Counterparts.** To facilitate execution, this Lease may be executed in as many identical counterparts as may be required. It shall not be necessary that the signature of, or on behalf of, each party, or that the signature of all persons required to bind any party, appear on each counterpart. All counterparts, taken together, shall collectively constitute a single instrument. It shall not be necessary in making proof of this Lease to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages. A facsimile or other reproduction of this Lease may be executed by one or more parties hereto, and an executed copy of this Lease may be delivered by one or more parties hereto by facsimile or similar electronic transmission device pursuant to which the signature of or on behalf of such party can be seen, and such execution and delivery shall be considered valid, binding and effective for all purposes. At the request of any party hereto, all parties hereto agree to execute an original of this Lease as well as any facsimile or other reproduction hereof.

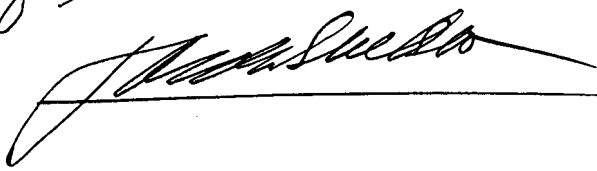
**ARTICLE 24. GUARANTY OF TENANT OBLIGATIONS.** Noah Corporation hereby unconditionally guaranties the full, prompt, and complete payment of Rent by Tenant hereunder and the

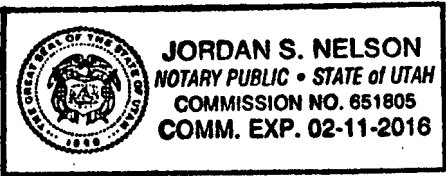
performance and observance by Tenant of all Tenant's obligations under this Lease. Noah agrees that this guaranty shall be enforceable without Landlord first resorting to or exhausting: (a) any remedy against Tenant or any other party obligated in connection with this Lease; (b) any remedy in any way related to this Lease; or (c) any collateral available as security for the payment or performance of any of the obligations of Tenant under this Lease. Noah further agrees that, in the event of a default by Tenant under this Lease, Noah will pay all costs incurred in connection with the enforcement of any of the obligations of such guarantor hereunder, including court costs and reasonable attorneys' fees, whether incurred with or without suit or before or after judgment.

**ARTICLE 25. NONCOMPETITION.** Except as set forth in Article 20.5, Landlord agrees that during the period commencing on the date hereof and ending on the two-year anniversary of the termination or expiration of this Lease, Landlord may not directly or indirectly own any interest in, manage, control, participate in (whether as an officer, director, manager, employee, partner, equity holder, member, agent, representative or otherwise), consult with, render services for, or in any other manner engage in any business that is competitive with the Business (as defined below), either directly or indirectly, anywhere in the United States of America. For purposes of this Section, the term "Business" shall mean the business of owning and operating multi-use business, recreation, conference, and event centers. The parties hereto agree that Noah is an intended third-party beneficiary of this Article.

[Remainder of page intentionally left blank]

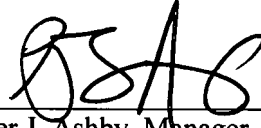
IN WITNESS WHEREOF, the parties hereto have executed this Lease to be effective for all purposes as of the date first set forth above.

*state of utah*  
*County of Salt Lake*  




**LANDLORD:**

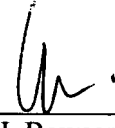
ROCKWELL OMAHA, LLC  
ITS SUCCESSORS AND/OR ASSIGNS

By:   
Christopher J. Ashby, Manager

**TENANT:**

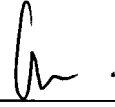
NOAH OPERATIONS OMAHA, NE, LLC

By: Gabriel Management Corporation, its manager

By:   
William J. Bowser, President

The undersigned has executed this Lease as of the date first written above solely for purposes of evidencing his agreement to the guaranty specified in Article 24 of this Lease.

NOAH CORPORATION

By:   
William J. Bowser, President

P.O Box 1289  
Riverton, Utah 84065

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PREMISES**

LOT 1, PACIFIC SPRINGS VISTA REPLAT 2, A SUBDIVISION IN DOUGLAS COUNTY,  
NEBRASKA

17121 MARCY STREET, OMAHA, NEBRASKA