BILL OF SALE AND ASSIGNMENT OF LEASES

KNOW ALL MEN BY THESE PRESENTS, that The Chicago Lumber Company of Omaha, a Nebraska corporation, of Omaha, Nebraska, for and in consideration of the sum of Twenty-five Thousand and 00/100 Dollars (\$25,000.00), and other good and valuable consideration to it in hand paid by Janice L. Taulborg of Omaha, Nebraska, the receipt of which is hereby acknowledged, by these presents does bargain and sell unto the said Janice L. Taulborg certain property and improvements located in Sarpy County, Nebraska on the following described real property:

Lot 3, 4 and that part of Lot 2 beginning at the Northwest corner of said Lot 2, thence easterly along said north line of Lot 2, 115 feet, thence south 25 feet and thence northwesterly to the point of beginning, Fawn Lake, a part of tax lot "D" in Section 29, Township 13 North, Range 10 East of the 6th P.M. in Sarpy County, Nebraska

said property consisting of a lodge building and caretaker cabin and all other personal property of the Seller located on said above-described real property; further the Seller assigns without recourse a certain lease agreement in which Seller is lessee to the above-described property dated January 3, 1972, a copy of which is attached to this Bill of Sale and Assignment of Leases as Exhibit "A" and incorporated herein as if fully set out; and further the Seller assigns without recourse all of its right, title and interest in a certain lease to the following described property in which it is Lessee and Floyd W. Bundy and others are Lessors to the following described property:

Beginning at the Northwest corner of Tax Lot "D" in the N.W. 1/4 of Section 29, Township 13 North, Range 10 East of the 6th P.M., Sarpy County, Nebraska, thence due East (assumed bearing) along the North line of Tax Lot "D" a distance of 231.70 feet; thence 32° 55' 30" E, a distance of 59.57 feet; thence due West a distance of 264.41 feet; thence N 00° 23' E, a distance of 50.00 feet to the point of beginning

a copy of said lease being attached hereto as Exhibit "B" and incorporated herein as if fully set out together with all improvements and personal property of the Seller located thereon.

TO HAVE AND TO HOLD THE SAME, Unto the said Janice L. Taulborg, her heirs, successors and assigns forever, and that the Seller will warrant and defend the title to the said goods and chattels hereby sold unto the said Janice L. Taulborg, her heirs, successors and assigns, forever, against the lawful claims and demands of all persons whomsoever.

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IN WITNESS WHEREOF, the said The Chicago Lumber Company of Omaha has hereunto set its seal, this 15 day of September, 1980.

THE CHICAGO LUMBER COMPANY OF

OMAHA

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ATTEST:

By BJ Ochsur

STATE OF NEBRASKA)

COUNTY OF DOUGLAS)

On this // day of September, 1980, before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared Larry Johansen, to me personally know, who being by me duly sworn, did say that he is the President of the Chicago Lumber Company of Omaha, and acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him voluntarily executed.

WITNESS my hand and Notarial Seal the day and year first above written.

Notary Public

My Comm. Expires:

AGENERAL NOTARY - State of Nebraska

J. D. HUBER My Comm. Exp. July 29, 1889

L E A S E

This indenture made this 3 day of January, 1972, between FAWN LAKE, INC., party of the first part, hereinafter referred to as the Lessor, and THE CHICAGO LUMBER COMPANY OF OMAHA, party of the second part, hereinafter referred to as the Lessee.

WITNESSED, that the Lessor, in consideration of the covenants of said Lease, hereinafter set forth, does by these presents lease to the Lessee, the following described property, to wit:

Lot 3,4 and that part of Lot 2 beginning at the Northwest corner of said Lot 2, thence easterly along said north line of Lot 2, 115 feet, thence south 25 feet and thence northwesterly to the point of beginning; Fawn Lake, a part of tax lot "D" in Section 29, Township 13 North, Range 10 East of the 6th P.M. in Sarpy County, Nebraska. It is understood and agreed that the above legal description is to cover the part of the ferror of omana 1. The Lessee will lease the premises for a period

of twenty (20) years from the date hereof to the 3 day of January, 1992.

2. In consideration of the foregoing demise, the Lessee hereby covenants to pay the Lessor's rental for said premises, the sum of \$700.00 per year on or before January 1st in each year during the term of this lease. As rent for the year 1972, the Lessee shall pay upon the execution of this Lease, receipt thereof is hereby acknowledged, a prorated portion of the rental value on the daily basis for the balance of said year.

The annual rental for each ensuing year shall be adjusted upward or downward, but in any event shall not be less than the annual rental specified above, in the same percentage prorationed that the consumer price index, United States City Average for Urban Wage Earners and Clerical Workers families of the United States Department of Labor, Bureau of Labor Statistics, for the month of January; January 1972=100.

In addition to the above rental figure, the Lessee agrees to pay its pro rata share of the taxes and maintenance and upkeep of the overall rawn take project; provided such taxes and maintenance and upkeep shall provide a benefit to the Lessee.

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- 3. The Lessor heraby grants to the Lessee an option to renegotiate this Lease for an additional twenty-year period within 90 days from the expiration of this Lease. The Lessor further agrees that if the Lessee exercises an option to renegotiate for said additional twenty-year period, that the rental price and the terms of that Lease will be reasonable considering the conditions existing at that time.
- 4. The Lessee agrees to abide and be bound by reasonable rules and regulations adopted by the Lessor as long as the rules do not prohibit or seriously interfere with the use the Lessee is making of the property.
- 5. It is understood between the Lessor and the Lessee that the Lessee has built and will maintain an observation platform on the lake shore near its premises for the purpose of observing and feeding fish in that area. In consideration of this desired use, the Lessor agrees that there will be no fishing allowed within fifty feet of the existing observation platform and that the Lessee may post such limitations and the Lessor will enforce such regulation and that no rules or regulations adopted by the Lessor will interfere with this use. It is further understood that the Lessee has built a dock on the north side of this property and Lessee will have the right to maintain said or similar dock without limitation. It is further understood that the Lessor will never deprive Lessee of access to this leasehold.
- 6. This Lease shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the parties to this Lease.

FAWN LAKE, INC., Lessor

By Ja Smith the Pres.

CHICAGO LUMBER COMPANY OF OMAHA, Lessee

By 7, 2, M. 10, 5.

STATE OF NEBRASKA) SS.

Before me, a notary public, qualified for said county, personally came the above named

who is personally known to me to be the foregoing instrument as Lessor and Lessee and acknowledge the same to be their voluntary act and deed of Fawn Lake, Inc., a corporation, a corporation, and whose names are affixed to the foregoing instrument as Lessor and Lessee and acknowledge the same to be their voluntary act and the voluntary act and deed of Fawn Lake, Inc., a corporation, and the Chicago Lumber Company of Omaha, a corporation, respectively.

Notary Public

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THIS INDENTURE, Made this

doy of

, 1974 , belween

Floyd W. Bundy, Robert L. Bundy and Melvin E. Bundy,

, partes of the first part hereinafter referred to as lessor, and

The Chicago Lumber Company of Omaha, a corporation

, party of the second part hereinafter referred to as lessed.

WITNESSETH, That the said lessor, in consideration of the covenants of the said lessee, hereinafter set forth, do or does by these presents lease to the said lessee; the following described property, to-wit:

The South 20 feet of the following described tract:

Beginning at the Northwest corner of Tax Lot "D" in the N.W. 1/4 of Section 29, T 13 N, R 10 E of the 6th P.M., Sarpy County, Nebraska, thence due East (assumed bearing) along the North line of Tax Lot "D" a distance of 231.70 feet; thence S 32° 55' 30" E, a distance of 59.57 feet; thence due West a distance of 264.41 feet; thence N 00° 23' E, a distance of 50.00 feet to the point of beginning.

TO HAVE AND TO HOLD the same unto the said lesses from the 1st day of May

- 1) Beacon View, Inc. will be permitted access to and share the use of the shop area for the repair and storage of their equipment. For this privilege they will pay one-half the cost of necessary maintenance of the building for the duration of the lease.
- 2) Unless either party gives 60 days notice prior to the date of the end of this lease term or any extension thereof, this lease shall be automatically extended for successive one year terms.

The said lessee surther covenants with the said lessor, that at the expiration of the time mentioned in this lease, peaceable possession of said pramises shall be given to the said lessor, in as good condition as they now are, the usual wear, inevitable accidents and loss by fire excepted; and that upon the non-payment of the whole or any portion of the said rent at the time when the same is above promised to be paid, the said lessor may at his, her, their or its election either distrain for said rent due, or declare this lease at an end and recover possession as if the same was held by forcible detainer; the said lessee hereby waiving any notice of such election or any demand for the possession of the said premises.

AND IT IS FURTHER COVENANTED AND AGREED between the parties aforesaid

The covenants herein shall extend to and be binding upon the heirs, executors and administrators of the parties to this lease.

Witness the hands and scals of the parties aforesaid.

THE CHICAGO LUMBER COMPANY OF OMAHA

By Marie L. Forty

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