

LAND LEASE

THIS INDENTURE OF LEASE is made and entered into this 9th day of August, 1960, by and between A. R. SOFIO and AGNES P. SOFIO, his wife, of Omaha, Nebraska, Parties of the First Part hereinafter called "LESSORS" and WESTGATE MANOR, INC., a Nebraska corporation with principal offices at Omaha, Nebraska, Party of the Second Part hereinafter called "LESSEE",

WITNESSETH:

That for and in consideration of the rent hereinafter reserved and the agreements hereinafter contained to be observed, kept and performed by the LESSEE, the LESSORS have leased, and by these presents do lease, let and demise unto the LESSEE, the following described real estate situated in the County of Douglas, State of Nebraska, to-wit:

Lots 1, 2 and 3 of Westgate Addition together with part of the East 633.0 feet of the North 525.00 feet of the Northeast quarter of Section 35, T 15 N, R 12 E, Douglas County, Nebraska, all more particularly described as follows:

Referring to the Northeast Corner of the Northeast Quarter of Section 35, T 15 N, R 12 E; Thence South along the center line of 72nd Street a distance of 525.00'; Thence West a distance of 50.00 feet to the West R.O.W. line of 72nd Street and point of beginning; Thence, in a Northerly direction with an angle of 87° 08' 13" right from the last described course a distance of 157.43 feet to a point; Thence in a Northwesterly direction along a curve to the left, said curve having a radius of 340.00 feet, a distance of 464.47 feet to a point, said point being 461.16 feet north and 327.57 feet West of the point of beginning; Thence in a northwesterly direction a distance of 59.82 feet to a point, said point being 468.02 feet North and 370.00 feet west of the point of beginning; Thence South a distance of 468.02 feet to a point on the North Line of Lot 5; Thence East a distance of 130.00 feet to the Northeast corner of Lot 4; Thence South along the East line of Lot 4, 125.04 feet; Thence East along the North R.O.W. line of Oak St. 240.00 feet to the Southeast corner of Lot 1 and West R.O.W. Line of 72nd Street; Thence North along said R.O.W. line a distance of 125.00 feet to the Northeast corner of Lot 1, and point of beginning.

TO HAVE AND TO HOLD all of the same unto LESSEE, subject to the conditions herein contained, for the purpose of construction, installation, maintenance and operation of the necessary building, buildings, structures, driveways, approaches, signs, lighting equipment, swimming pool, equipment, or appliances for the operating upon said premises a motel, motor hotel or hotel, as same may be designated, and in strict accordance with any and all trademarks, service marks or trade or name registrations now applicable and inuring to the benefit of the LESSEE, together with the operation of a restaurant, cocktail lounge and such

other lawfully related and customary business or businesses usually and customarily operated by the LESSEE.

II

TERM The term of this lease shall be NINETY-NINE (99) YEARS and shall commence on the completion of LESSEE'S Improvements as hereinafter provided.

III

RENT The LESSEE shall yield and pay as rent to the LESSORS the sum of Fifteen Thousand Dollars (\$15,000.00) per year for the first five (5) years; Twenty Thousand Dollars (\$20,000.00) per year for the second five (5) years; Twenty-Five Thousand Dollars (\$25,000.00) per year for the period from the eleventh (11th) year to the fiftieth (50th) year inclusive; and Thirty-Five Thousand Dollars (\$35,000.00) per year for the period from the fifty-first (51st) year to the ninety-ninth (99th) year inclusive; which rental shall be paid on a monthly, quarterly or annual basis as preferred by LESSORS.

All payments of rent as aforesaid shall be net to the LESSORS and the LESSEE shall pay all real estate taxes and assessments levied against the demised premises, together with all insurance premiums and maintenance as hereinafter provided.

IV

MORTGAGE This lease shall be exclusively contingent upon the ability of the LESSEE to obtain a first mortgage loan not to exceed One Million Dollars (\$1,000,000.00) for a term of fifteen (15) years or more for the initial construction. The LESSEE shall have a reasonable time in which to obtain such mortgage loan, said period not to exceed (six (6) months, and if LESSEE shall be unable to obtain a mortgage loan satisfactory or in keeping with the aforesaid, LESSEE may upon written notice to the LESSORS terminate and cancel this lease and all of the terms, conditions, obligations and covenants inuring to the parties hereto and be held to naught with no further or additional liability accruing to the LESSEE hereunder.

V

LESSEE'S IMPROVEMENTS

As a further consideration for this lease, LESSEE agrees to construct or cause to be constructed upon the demised premises certain structures, buildings and improvements according to the plans and specifications to be prepared and furnished by the LESSEE, it being agreed that the LESSEE shall bear all cost and expense of said construction. It is further agreed that the improvements will contain a minimum of ONE HUNDRED (100) guest rooms, swimming pool, restaurant, cocktail lounge, including such meeting rooms or additional dining rooms or convention facilities which the LESSEE may deem necessary for the conduct of its business upon the demised premises, together with such driveways, sidewalks, curbs, gutters and utility connections which are customarily appurtenant thereto.

For the purpose of such construction. LESSEE may use the proceeds of a mortgage loan which it shall obtain as hereinabove provided, it being agreed that the LESSORS shall join in the execution of said mortgage as herein provided so that said mortgage shall constitute a first lien on the fee of the demised premises herein described.

All alterations, additions to or improvements made by the LESSEE upon the leased premises, except movable furniture, furnishings and equipment placed thereon at the expense of the LESSEE, and movable without defacing or marring of the leased premises, shall become the property of the LESSORS without cost, and shall remain upon and be surrendered with the premises as part thereof at the end of the term of this lease without hindrance, molestation or injury.

SUBORDINATION OF FEE

VI

For the purpose of erecting improvements as aforesaid, the LESSEE shall be and is hereby authorized to borrow up to, but not in excess of one Million Dollars (\$1,000,000.00) to cover initial construction, and LESSEE shall be further authorized to borrow up to but not to exceed and additional amount

of Six Hundred Thousand (\$600,000.00) Dollars to cover future construction, and to secure the same by mortgage or Trust Deed to secure debt on said property, and such mortgage or Trust Deed to secure debt shall convey a first lien on the fee in said property, including the right, title and interest of the LESSORS and LESSEE therein, and all improvements thereon; and LESSORS, subject to the reservations hereinafter stated, agree to join in the execution of any such mortgage or Trust Deed to secure debt or to execute such other instruments as the lender may reasonably require for the purpose of assuring the lender a first lien on the fee in said property; but LESSORS shall not be required to execute any promissory note nor to assume in any manner any liability on such mortgage loan.

The agreement by the LESSORS to join in the execution of the mortgage or Trust Deed to secure debt as above mentioned is subject to the following conditions:

(a) That the mortgage or trust deed to secure debt shall specify that the indebtedness secured thereby is the indebtedness of the LESSEE only and is not the indebtedness of the LESSORS, and that LESSORS join in the execution thereof only for the purpose of giving lender a first lien on the property;

(b) That the mortgage or trust deed to secure debt shall specify that it shall not secure any future advances, renewals or extensions of said indebtedness unless agreed to in writing by LESSORS, and further that it shall not secure any other indebtedness of any nature which may now or hereafter be owing to lender by LESSEE except such amounts as the lender may be required to expend for the payment of taxes or insurance premiums to protect lender's interest in the event of default on the part of the LESSEE in discharging such obligations.

(c) That the mortgage or trust deed to secure debt shall not contain any provisions for added costs or penalties in the event of default, except such costs as may be reasonably incidental to foreclosure if foreclosure is commenced by legal advertisement.

(d) That the mortgage or trust deed to secure debt shall provide that if there is a default under the terms of the mortgage or trust deed, the holder thereof shall not declare said indebtedness immediately due and payable nor proceed to foreclose on said property until the holder thereof shall have given LESSORS thirty (30) days' notice in writing as to the default claimed, during which thirty (30) day period LESSORS may, at their option, cure such default, and shall provide further that if such

default is not cured within said thirty (30) days and the holder declares the indebtedness due in its entirety, the LESSORS shall have the privilege of discharging same in full at any time prior to public sale under legal foreclosure proceedings;

(e) That the mortgage or trust deed to secure debt shall bind the lender to cancel the mortgage or trust deed in accordance with the provisions of the laws of the State of Nebraska as are now in force, or may be in force, concerning the cancellation of security deeds when the indebtedness secured has been fully paid.

VII

USE

The LESSEE shall conduct and operate its business from the demised premises in a lawful, proper and reputable manner and shall comply with all laws, ordinances, regulations and orders of any legislative, administrative or judicial body or officer lawfully exercising any power of regulations or supervision over the LESSEE and the demised premises and the use and operation thereof.

VIII

WARRANTY OF QUIET POSSESSION

LESSORS warrant that they own the demised premises free and clear of any and all liens and encumbrances and have full and unrestricted right to lease the demised premises to LESSEE, and during the term of this lease guarantee the uninterrupted right of LESSEE to use, occupy, enjoy and have possession of the demised premises.

IX

PROTECTION FROM VIOLATIONS

The LESSEE hereby covenants to save and hold the LESSORS harmless from violations of the laws of the United States, the State of Nebraska, the County of Douglas, and any other municipal authority now or in the future which shall have jurisdiction in the locality of the demised premises.

X

ASSIGNMENT

The LESSEE shall have the right to assign or sub-let this lease at any time without the written consent of the LESSORS provided that LESSEE shall remain liable for the performance and fulfillment of the terms, obligations and agreements of this lease.

XI

LIEN ON LEASEHOLD

A landlord's first lien is hereby expressly reserved by the LESSORS and granted by the LESSEE upon the terms of this lease upon all interest of the LESSEE in this leasehold against all property of the LESSEE located in or on the demised premises; said lien to be effective upon the execution of this lease and shall inure to the benefit of the LESSORS in any cause of action which may accrue to the LESSORS by the provisions of this instrument, but this landlord's first lien shall be deemed to be an aid to, and not a full satisfaction of, any of the LESSORS' rights hereunder.

XII

SUBORDINATION OF LESSEE'S FURNITURE & EQUIPMENT

It is understood and agreed that the LESSEE will furnish and equip the buildings and improvements, and all of LESSEE'S and/or LESSORS' right, title and interest in and to such furnishings and fixtures and equipment shall be subordinated to any valid first mortgage placed against the demised premises for the purpose of erecting and furnishing the improvements herein contemplated.

XIII

WASTE AND NUISANCES

The LESSEE covenants not to commit nor to permit any waste whatever and that it will allow no nuisances to exist on said premises and will, free of expense to the LESSORS, when required by the proper authorities, abate all nuisances.

XIV

MAINTENANCE

The LESSEE shall, at its own cost and expense, keep the premises in good order, condition and repair during the entire term of this lease, or any extension thereof, ordinary wear and tear and loss by fire or other casualty excepted. LESSEE shall, at its own cost and expense, maintain the grounds and premises and shall replace immediately all broken glass or fixtures or furnishings with other articles of the same kind or quality as those being replaced. LESSEE shall, at its own expense, keep and maintain all fixtures, improvements, furniture, and furnishings in, on or about the demised premises in good order and condition and suitable for use. In the event of any

such property becoming worn out, damaged or unsuitable for use, LESSEE shall replace same with other property of equal value, and upon making any such replacement, LESSEE shall remove from the demised premises such worn out, damaged or unsuitable property that has been replaced, and sell or otherwise dispose of same for its own benefit.

Nothing herein contained shall limit or restrict LESSEE from leasing or renting television sets, radios, vending machines or other items customarily rented by motels under lease or rental agreements, it being further agreed that the landlord's lien hereinbefore reserved, or LESSEE'S obligation to subordinate all furniture, furnishings or equipment to a valid first mortgage against the within demised premises shall not be operative as regards furniture, furnishings or equipment, and particularly television sets, radios and vending machines which shall be leased or rented as aforesaid.

XV

TAXES AND ASSESSMENTS LESSEE shall promptly pay when due, any and all taxes, license fees, assessments or other governmental impositions levied or charged against the demised premises, the business conducted in or about the demised premises, and on the personal property situated in, on or about the demised premises, including, but not in limitation, state and county and local personal property taxes, and sales, occupational or other excise taxes in sufficient time to prevent delinquency thereof. The LESSORS shall forthwith direct the local assessor or tax collector to separate the assessment of the within demised premises from the assessment now levied against the entire tract, of which the demised premises is a part, and the LESSORS shall further direct that all bills or notices for taxes due and payable be sent directly to the LESSEE to be paid as aforesaid.

LESSEE is hereby given the right to contest any assessment or tax bill in its own name and in the names of the LESSORS, or to take any action to contest, reduce or equalize taxes which may be levied against the demised premises, provided that such action shall be at the LESSEE'S own cost and expense.

LESSEE shall further have the right to pay any part or portion of any notice or bill for taxes or assessment as may be permitted by statute or custom while any action for the reduction or equalization of taxes or assessments shall be pending.

XVI

UTILITIES

LESSEE shall promptly pay all water rates for water furnished to said premises, and for all other utilities used in connection therewith from the date of commencement of the terms of this lease, and all such charges for water or other utilities incurred by LESSEE during construction or prior to the commencement of this lease shall be paid by LESSEE in direct proportion with the amount used.

XVII

LIABILITY

The LESSORS shall not be liable for any damage, either to persons or property sustained by the LESSEE or by any person because the demised premises or any part thereof, became out of repair, or because of the occurrence of any accident in, on or about the demised premises, or because of any neglect or act by any person, unless any such damage shall be caused by the default or negligence of the LESSORS, their agents or employees. LESSEE agrees to indemnify and save harmless the LESSORS against any such claim or judgment thereon, including the cost of defending against any suit filed against LESSORS on any such claim. The LESSEE shall procure and keep in effect Public Liability Insurance in limits of ONE HUNDRED THOUSAND (\$100,000.00) DOLLARS for injury to or death of one person, ONE MILLION (\$1,000,000.00) DOLLARS for injury to or death of any number of persons in any one accident, and ONE HUNDRED THOUSAND (\$100,000.00) DOLLARS for property damage, and LESSEE shall deliver to LESSORS, certificates of said insurance showing same to be in full force and effect and naming LESSORS as additional insured with respect to the demised premises.

XVIII

FIRE INSURANCE

LESSEE shall procure on or prior to the date of commencement of this lease and maintain continuously during the entire term hereof, fire, windstorm, extended coverage and earthquake

insurance on the demised premises in a sum equal to the full replacement value thereof. LESSEE shall procure on or prior to the date of commencement of this lease, and maintain continuously during the entire term hereof, fire, windstorm, and extended coverage insurance on the contents of the demised premises in a sum equal to the full replacement value thereof. During the entire term hereof, LESSEE further agrees that it will suffer nothing to remain on or about the within demised premises which may invalidate any such insurance on any part thereof.

Said insurance herein provided for shall be obtained from companies satisfactory to both LESSEE, LESSORS or MORTGAGEE and shall be payable to the parties as their respective interests shall appear, it being further agreed that the covenants concerning insurance as may be contained in any valid first mortgage on the premises shall take precedence over and supercede the foregoing.

XIX

Should the buildings upon the demised premises be partially or totally destroyed by fire or other insured cause, the LESSEE shall restore said premises with reasonable speed and promptness, using the proceeds of insurance settlements toward such end.

XX

Failure on the part of the LESSEE to pay any installment of rent, taxes, assessments, or insurance premiums promptly, as and when same shall become due and payable, or failure on the part of the LESSEE to promptly and faithfully keep and perform each and every covenant, agreement and obligation of this lease on the part of LESSEE to be kept and performed, shall at the option of the LESSORS, cause a forfeiture of this lease; provided, however, no failure or delay in the payment of rent or any other default on the part of LESSEE shall subject LESSEE to a forfeiture of this lease and its rights thereunder unless and until LESSORS give to LESSEE thirty (30) days' written notice in the event of a default. If the LESSEE shall be in default

DESTRUCTION
BY FIRE OR
OTHER CAUSE

DEFAULT

of any of its obligations hereunder, LESSEE shall have thirty (30) days from the date of notice by LESSORS to correct such default, and if such default shall not be corrected, upon written consent from LESSORS to LESSEE, possession of the within demised premises and all additions and permanent improvements thereof shall be delivered to the LESSORS, and thereupon LESSORS shall be entitled to and may take possession of the demised premises, any other notice or demand being hereby waived. In the event LESSORS should elect to exercise their right to repossess the premises in the event of any such default, such election shall not constitute a waiver of any indebtedness then due LESSORS by LESSEE, nor of any remedy available to LESSORS for the collections of such indebtedness. LESSORS, in event of any such default, at their election, in lieu of declaring the lease cancelled and terminated, may resume possession of the premises, acting through their representative, and rent the same for the remainder of the term hereof, without terminating this lease, at the best rent their representatives may obtain, for the account of LESSEE, who shall make good any deficiency between the rental thus obtained by such reletting and the rental provided to be paid hereunder.

In the event LESSORS shall exercise the aforesaid option to terminate, they shall be entitled to receive from the LESSEE thereafter, the difference in rental, if any, between the rental herein reserved for the unexpired term and any lesser amount which LESSORS, in the exercise of reasonable diligence, are able to procure for the unexpired portion of the term, each monthly difference being a separate cause of action. This right so reserved by the LESSORS, and granted by the LESSEE constitutes an essential part of the consideration for the LESSORS' agreement to lease the said premises to LESSEE, and the said reserved right may be exercised in any of the contingencies provided for by this lease, and is to say, for the violation and non-observance of any of the undertakings to be kept, observed, or performed by the LESSEE, its successors, or assigns.

XXI

INSOLVENCY

The LESSEE agrees that in the event of the insolvency of the LESSEE, or the adjudication of the LESSEE as a bankrupt, upon voluntary or involuntary petition, or in the event of a partial or general assignment for the benefit of a creditor or creditors being made by LESSEE, or if by operation of law or legal process this lease be transferred, assigned or sold, then the LESSORS shall have the right to immediately terminate this lease.

XXII

RIGHT OF TERMINATION NOT EXCLUSIVE

The right of the LESSORS to terminate this lease as herein set forth is in addition to and not in exhaustion of such other rights that the LESSORS have or causes of action that may accrue to the LESSORS because of the LESSEE'S failure to fulfill, perform or observe the obligations, agreements or covenants of this lease, and the exercise or pursuit by the LESSORS of any of the rights or causes of action accruing hereunder shall not be an exhaustion of such other rights or causes of action that LESSORS might otherwise have.

XXIII

WAIVER

The waiver by the LESSORS of any breach of covenant or covenants of this lease shall be limited to the particular instance, and shall not operate and shall not be deemed to waive any future breaches of the same covenant or covenants nor of any other covenant or covenants.

XXIV

CONDITIONAL ASSIGNMENT

The LESSORS may assign their right, title and interest, as LESSORS, in and to the within lease to any person, persons, agency or corporation holding a valid first mortgage or trust deed, or to the successors or assigns of any person, persons, agency or corporation holding a valid first mortgage or trust deed, provided, however, that this assignment shall be operative only in the event of default in, or violation or breach of any of the terms, conditions, covenants or agreements contained in such valid first mortgage or trust deed covering the premises hereby leased, and in the event of such default whereby

the right of foreclosure occurs under said mortgage or trust deed, such assignment shall be immediately effective.

XXV

In the event LESSORS shall receive from a third party at any time during the primary term or any extended term hereof, a bona-fide offer to purchase the demised premises at a specified price, and LESSORS shall decide to accept such offer and sell the premises for the said amount, LESSORS shall promptly give LESSEE notice thereof accompanied by an affidavit setting out the full terms and purchase price of such offer and of LESSORS' willingness to accept same, and the LESSEE shall thereafter have Thirty (30) Days from the date of notice in writing from the LESSORS, to accept or reject such offer by notifying the LESSORS in writing that LESSEE will or will not purchase the premises according to the same terms and conditions of such offer, and if LESSEE shall not elect to exercise its option to purchase same, the LESSORS may thereafter sell the premises for the terms and conditions contained in such offer, subject, however, to the provisions of this lease and the leasehold estate herein granted, including without limitation, the LESSEE'S right to receive and have notice and affidavit of any subsequent purchase offer which might be acceptable to the present or then LESSOR of the demised premises. Nothing in this article shall be so construed as to obligate the LESSEE to purchase said premises under its option. It is further agreed that this article and all of the provisions and obligations of both LESSORS and LESSEE shall be first subordinate to any first mortgage which shall be valid against the demised premises.

XXVI

If the real estate hereby leased or a part thereof sufficient to render the demised premises wholly unfit for use, shall be condemned or acquired by grant or otherwise for the widening of streets or for other public improvements, or shall otherwise be taken in the exercise of the right of eminent domain; LESSEE shall have the option and privilege of terminating and cancelling this lease upon Thirty (30) Days written

FIRST
REFUSAL
OPTION

CONDEMNATION

notice to the LESSORS of its election to so do; and under this article, LESSEE shall be liable only for rents and other charges accrued and earned to the date of its surrender of possession of said premises to LESSORS and for other performance or obligations maturing prior to said date. If a portion of the demised premises shall be taken, as hereinabove provided, for public improvements or otherwise under the exercise of the right of eminent domain and the premises shall not be determined to be wholly unfit for use, and LESSEE shall not be unreasonably restricted in its continued use of the premises, then the rental herein provided shall be reduced from the date of such taking in direct proportion to the number of square feet of land taken from the leases premises.

XXVII

NOTICES

All notices which are to be made by either party to the other shall be made by depositing such notice in the Registered Mail of the United States of America, and such notice shall be deemed to have been served from the date of such depositing, in the Registered Mail as aforesaid. All notices to the LESSORS are to be made at: 715 Barker Building, Omaha 2, Nebraska. All notices to the LESSEE are to be made at: 517 Central States Insurance Building, 504 South 18th Street, Omaha 2, Nebraska; or at such other address as the parties may from time to time designate in writing.

XXVIII

RESTRICTION
AGAINST USE

LESSORS covenant and agree to and with LESSEE that they will not allow any property owned or leased by LESSORS adjacent to or next to the demised premises to be used for a motel, motor hotel, hotel, tourist court, nor shall any property owned or leased by the LESSORS as aforesaid be used to offer sleeping accommodations to the travelling public, nor permit the advertising thereof without the written consent of the LESSEE endorsed hereon.

XXIX

CONTINUITY

This lease and each and all of the covenants, obligations, and conditions hereof shall inure to the benefit of and be

binding upon the heirs, successors, assigns, administrators, executors or personal representatives of the LESSORS, and upon the successors and assigns of the LESSEE, including the right to make and receive notice hereunder.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed and delivered on the day and year first above written.

A. R. Sofio
A. R. Sofio

Agnes P. Sofio
Agnes P. Sofio

LESSORS

WESTGATE MANOR, INC.

BY Lee F. Sweeney
Executive Vice President



ATTEST:

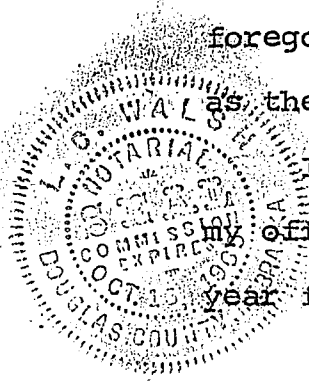
[Signature]
Secretary

LESSEE

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 9th day of August, 1960, before me personally appeared A. R. Sofio and Agnes P. Sofio, his wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their own free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

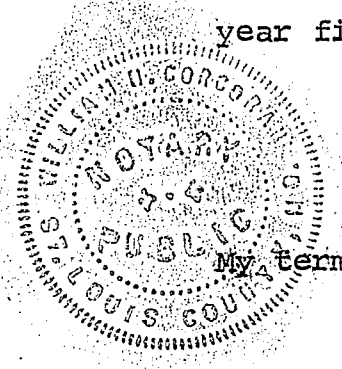


J. C. Walsh
Notary Public

STATE OF MISSOURI)
) SS
CITY OF ST. LOUIS)

On this 19th day of August, 1960, before me appeared Lee F. Sutcliffe to me personally known, who, being by me duly sworn, did say that he is the Executive Vice President of Westgate Manor, Inc., a corporation of the State of Nebraska, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors; and said Lee F. Sutcliffe acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State aforesaid, the day and year first above written.



William H. Curran
Notary Public

Notary for the County of St. Louis
which adjoins the City of St. Louis

My term expires: 12/30/61

12
RECEIVED *Mae*

1962 APR 13 PM 3 44

THOMAS J. O'CONNOR
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

LAND LEASE

A. R. SOFIO and AGNES P.
SOFIO, his wife

TO

WESTGATE MANOR, INC.

Entered in the office of the Register of Deeds for Douglas County, Nebraska, on this 13th day of April, 1962.
Book 379 page 51

James Lawrence
35-1572
67-193
2525

67