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050495**LEASE AGREEMENT**

THIS LEASE AGREEMENT is made as of the 1st day of May, 1995, between ADOLPH L. FEDDE and MARY ANN FEDDE, husband and wife, having an address at 12002 South 216TH Street, Gretna, Nebraska 68028 ("Landlord") and OMAHA ZOO FOUNDATION, a Nebraska non-profit corporation, having an address at 222 Kiewit Plaza, 3555 Farnam Street, Omaha, Nebraska 68131 ("Tenant").

1. **Lease.** Landlord leases to Tenant and Tenant leases from Landlord the real property described in Exhibit "A" attached hereto (the "Premises") for a term commencing on May 1, 1995, and expiring April 30, 2025, unless further extended or earlier terminated as provided herein (the "Term"). The Premises are depicted in Exhibit "B" attached hereto. The Premises do not include 262d St. a/k/a Fedde Lane. Landlord agrees that Tenant shall have the right: (a) to cause a survey of the Premises to be made, (b) to substitute the legal description on such survey for the legal description set forth in Exhibit "A" and attach the same hereto as revised Exhibit "A", and (c) to re-record this Lease (with such revised Exhibit "A") as provided in section 22 below. Landlord shall deliver possession of the Premises to Tenant on May 1, 1995, free and clear of any other tenancies or leases. Tenant shall have the right during the Term to use 262d St. a/k/a Fedde Lane (as depicted in Exhibit "B" attached hereto) north to the right of way of the Chicago, Burlington & Quincy Railroad for Premises ingress and egress; however, such right shall be restricted and limited to use by the employees, agents and servants of Tenant.

2. **Extension Option.** Tenant shall have the option to extend the term of this Lease for an additional thirty (30) year period commencing May 1, 2025 and expiring April 30, 2055 (the "Extension Option"). The Extension Option may be exercised by Tenant by delivery of written notice to Landlord referring specifically to this section 2 not later than May 1, 2020. Upon delivery of such written notice, the Term shall be automatically extended to April 30, 2055.

3. **Rent.**

A. **Base Rent.** Tenant agrees to annually pay to Landlord on May 1 of each year of the Term, as rent, the sum of \$15,000.00 (the "Rent"), subject to adjustment as provided in section 2B below.

B. **CPI Adjustment.** The Rent shall be adjusted on May 1, 2005 and May 1, 2015 and, if Tenant exercises the Extension Option, May 1, 2025, May 1, 2035 and May 1, 2045 (each an "Adjustment Date") by multiplying the initial Rent (\$15,000.00) by the Rent CPI Factor. The "Rent CPI Factor" shall mean the quotient obtained by dividing the current CPI Index (Rent) by the Base CPI Index (Rent). The "Current CPI Index (Rent)" shall mean the level of the "Consumer Price Index - Urban Wage Earners and Clerical Workers (CPI-W) - All Items - U.S. City Average (1982-84 equals 100)" as published by the Bureau of Labor Statistics, U.S. Department of Labor (the "Index"), for the month of March prior to each applicable Adjustment Date. The "Base CPI Index (Rent)" shall mean the level of the Index for the month of March 1995. In the event the Index shall be discontinued during the Term, then a comparable index shall be substituted therefor by Landlord subject to the prior approval of Tenant, which approval shall not be unreasonably withheld. Notwithstanding anything to the contrary contained herein, the annual Rent shall never be less than \$15,000.00.

**COMPARED**

FILED FOR RECORD 5-17-95 AT 10:14 A.M.  
 IN BOOK 46 OF (Misc) PAGE 494  
 REGISTER OF DEEDS, CASS CO., NE Patricia Manning  
Doc # 335 \*46.00

8. **Insurance.** Tenant, at its expense, shall maintain at all times during the Term the following insurance policies: (a) fire insurance, including extended coverage, vandalism and malicious mischief insuring the Improvements and all other property owned or used by Tenant and located at the Premises; and (b) commercial general liability insurance, contractual liability insurance and property damage insurance with respect to the Premises and Tenant's use of 262d St. a/k/a Fedde Lane, with limits not less than \$1,000,000 combined single limit for personal injury, sickness or death or for damage to or destruction of property for any one occurrence. The commercial general liability insurance referred to in subparagraph (b) above shall name Landlord as

7. **Maintenance.** Tenant, at its expense, shall maintain and keep the Premises in good order and condition at all times during the Term, ordinary wear and tear and casualty and condemnation loss excepted.

6. **Alterations and Improvements.** Tenant shall have the right to make such alterations and improvements to the Premises, including but not limited to, construction and installation of roads, utility lines and connections, fences, buildings, fixtures and other improvements, as Tenant shall deem necessary or appropriate from time to time in connection with Tenant's use and occupancy of the Premises (the "Improvements"). Any fence or other improvement shall be constructed or installed by Tenant along or adjacent to the west boundary of the Premises shall be located at least twenty (20) feet east of 262d St. a/k/a Fedde Lane. All Improvements shall be constructed or installed in accordance with all applicable laws (including all relevant building codes and permits). Landlord agrees to cooperate with and assist Tenant in obtaining (including, if necessary, joining in any application, request, petition or similar instrument) all governmental or regulatory approvals, consents or authorizations deemed necessary by Tenant in connection with its use and occupancy of the Premises, including building permits.

5. **Right Reserved to Landlord.** Landlord reserves the right to store, park and otherwise locate certain road maintenance and road clearing vehicles and other equipment and property on the Premises in an area (not to exceed five (5) acres in size) along the west boundary of the Premises to be designated by Tenant, subject to Landlord's prior approval, which approval shall not be unreasonably withheld (the "Storage Area"). Once designated and approved, the Storage Area shall be surveyed, at Tenant's expense, and shall not thereafter be relocated without the mutual agreement of Landlord and Tenant. Tenant agrees that if and when Tenant installs fences on the Premises, Tenant shall also install a fence around the Storage Area.

4. **Use.** Tenant agrees that it shall occupy and use the Premises only for those purposes permitted by law. Tenant shall comply with all federal, state and municipal laws, ordinances and regulations and all covenants, conditions and restrictions now of record applicable to Tenant's use or occupancy of the Premises.

C. **Payment.** Any Rent payment due from Tenant to Landlord which is not paid within ten (10) days of the date when due shall bear interest from the date due until paid at the annual rate of ten percent (10%) per annum; and, in addition, Tenant shall pay Landlord a late charge for any Rent payment which is not paid within ten (10) days after written notice from Landlord equal to five percent (5%) of such payment.

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an additional insured and shall require at least thirty (30) days prior written notice to Landlord of termination or modification. Tenant shall, within ten (10) days prior to the expiration of each such policy, deliver to Landlord certificates evidencing the foregoing insurance or renewal thereof, as the case may be. The insurance described in this section may be provided through blanket policies.

9. **Real Estate Taxes.** Landlord, at its expense, shall pay all real estate taxes on the Premises becoming delinquent in 1995 and all prior years. Tenant, at its expense, shall pay all real estate taxes on the Premises becoming delinquent in 1996 and all subsequent years during the Term. Tenant shall provide Landlord annually with evidence of such payment of real estate taxes. Tenant shall be responsible for and shall pay any recapture of prior real estate taxes which may result from Tenant's use or occupancy of the Premises.

10. **Casualty.** If any part of the Improvements shall be damaged by fire or other casualty, Tenant may elect, at its option, whether or not to restore and rebuild such Improvements.

11. **Condemnation** If all or any material part of the Premises (in the reasonable opinion of Tenant) shall be taken by condemnation, then Tenant may terminate this Lease. If this Lease is not so terminated by Tenant, this Lease shall continue in effect with no reduction in the Rent. Landlord reserves all rights to compensation and awards resulting from any taking of the Premises and Tenant reserves all rights to compensation and awards resulting from any taking of any Improvements.

12. **Assignment and Subletting.** Tenant may not assign this Lease or sublease the Premises (or any portion thereof) without the prior written consent of Landlord, which consent shall not be unreasonably withheld; provided, Tenant may assign this Lease or sublet the Premises (or any portion thereof) to any organization affiliated with Tenant upon notice to, but without the consent of, Landlord. Any such assignment or sublease shall not release or discharge Tenant from its duties and obligations under this Lease.

13. **Surrender.** Tenant shall have the right (but not the obligation) to remove any or all Improvements at the expiration of the Term. Any Improvements not removed by Tenant at the expiration of the Term shall be surrendered to Landlord in good order and condition, ordinary wear and tear and casualty or condemnation loss excepted.

14. **Defaults and Remedies.**

A. **Default.** In the event Tenant fails to observe or perform any provision of this Lease (including any failure to pay Rent), and such failure is not cured within thirty (30) days after written notice from Landlord (or if such failure will take longer than thirty (30) days to cure, if Tenant fails to immediately commence curing such failure within thirty (30) days or thereafter fails to diligently pursue such cure), then Tenant shall be in default under this Lease (a "Default").

16. **First Refusal Right.** In the event Landlord shall receive an offer to purchase the Premises from a third party unrelated to Landlord by blood or marriage ("Third Party") which Landlord desires to accept (the "Third Party Offer"), Landlord shall first give written notice to Tenant enclosing a copy of the Third Party Offer and disclosing all of the terms thereof and Tenant shall have the right to purchase the Premises upon the same terms as, and in accordance with, the Third Party Offer (the "First Refusal Right"). Tenant shall have twenty (20) days after receipt of such notice to exercise its First Refusal Right. If Tenant elects to exercise its First Refusal Right, Tenant shall deliver written notice to Landlord referring specifically to this section 16 (the "Election Notice") within such twenty day period. In the event Tenant shall fail to deliver an Election Notice within such twenty day period, Landlord may sell the Premises to the Third Party in accordance with the Third Party Offer and Tenant's First Refusal Right shall lapse and be of no further force or effect. If Landlord shall fail to sell the Premises to the Third Party in accordance with the Third Party Offer, then Tenant's First Refusal Right shall continue in full force and effect. Any sale of the Premises to the Third Party or any lapse of Tenant's First Refusal Right shall not terminate, or modify or affect any of the other terms or provisions of, this Lease.

15. **No Subordination.** Landlord represents that the Premises are now free from all mortgages, deeds of trust and other liens. This Lease is and shall be expressly superior at all times to any future mortgage, deed of trust or other lien upon the Premises, as well as any future easement, covenant or restriction on or with respect to the Premises.

E. **Other Remedies.** Any and all remedies set forth in this Lease: (i) shall be in addition to any and all other remedies Landlord may have at law or in equity; (ii) shall be cumulative, and (iii) may be pursued successively or concurrently as Landlord may elect.

D. **Termination of Lease.** If Landlord terminates this Lease after a Default by Tenant, Landlord may recover from Tenant and Tenant shall pay to Landlord, on demand, as and for liquidated and final damages, an accelerated lump sum amount equal to the amount by which the aggregate amount of Rent owing from the date of such termination through the scheduled expiration of the Term exceeds the fair rental value of the Premises for the same period, both discounted to present value at the rate of eight percent (8%) per annum.

C. **Reliefing.** If Landlord terminates Tenant's right to possession of the Premises without terminating this Lease after a Default by Tenant, Landlord may relief the Premises or any part thereof. In such case, Landlord may relief the Premises on such terms as Landlord shall reasonably deem appropriate. If the consideration collected by Landlord upon any such reliefing, after payment of the expenses of reliefing the Premises which have not been reimbursed by Tenant, is insufficient to pay annually the full amount of the Rent, Tenant shall pay to Landlord the amount of each annual deficiency as it becomes due.

B. **Right of Re-Entry.** Upon the occurrence of a Default, Landlord may elect to terminate this Lease, or, without terminating this Lease, terminate Tenant's right to possession of the Premises. Upon either such termination, Tenant shall immediately surrender the Premises and deliver possession thereof to Landlord.

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17. **Termination Right.** Tenant shall have the right to terminate this Lease as of each five year anniversary of the commencement date of this Lease by sending written notice to Landlord referring specifically to this section 17 at least six (6) months prior to such five year anniversary, and by paying Landlord the sum of \$30,000.00. Upon any such termination of this Lease Tenant shall be released and discharged of all duties and obligations hereunder.

18. **Quiet Enjoyment.** As long as no Default exists, Tenant shall peacefully and quietly have and enjoy the Premises for the Term, free from interference by Landlord or any party claiming by, through or under Landlord.

19. **Notices.** All notices required or permitted under this Lease shall be given in writing to Landlord or Tenant, as the case may be, at the address set forth above or at such other address as either party may hereafter designate. All notices shall be delivered by United States certified or registered mail, postage prepaid, return receipt requested. Notices shall be deemed to have been given upon the earlier to occur of actual receipt or three (3) business days after posting in the United States mail.

20. **Successors and Assigns.** Each provision of this Lease shall extend to, bind and inure to the benefit of Landlord and Tenant and their respective legal representatives, successors and assigns, and all references herein to Landlord and Tenant shall be deemed to include all such parties.

21. **Specific Performance.** Landlord and Tenant acknowledge and agree that this Lease and the rights, options, duties and obligations of the parties contained herein may be specifically enforced.

22. **Recording.** This Lease shall be recorded at Tenant's expense in the office of the Register of Deeds of Cass County, Nebraska, or such other recording office as Tenant shall deem necessary or appropriate.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the day and year first above written.

TENANT:

OMAHA ZOO FOUNDATION, a Nebraska  
non-profit corporation

By Walter Smith  
Title:

LANDLORD:

Adolph L. Fedde  
Adolph L. Fedde



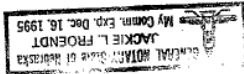
*[Signature]*  
Notary Public

[SEAL]

WITNESS my hand and notarial seal at Omaha, in said county and state, the day and year last above written. acknowledged the execution thereof to be their voluntary act and deed. On this 9 day of May, 1995, before me, a notary public in and for said county and state, personally came ADOLPH I. FEDDE and MARY ANN FEDDE, husband and wife, known to me to be the identical persons who signed the foregoing Lease Agreement and

STATE OF NEBRASKA )  
) ss. )  
COUNTY OF SARASOTA )

*[Signature]*  
Notary Public



[SEAL]

WITNESS my hand and notarial seal at Omaha, in said county and state, the day and year last above written. and acknowledged the execution thereof to be his voluntary act and deed of said corporation. corporation, known to me to be the identical person who signed the foregoing Lease Agreement of OMAHA ZOO FOUNDATION, a Nebraska non-profit President Walter Scott, Jr. On this 16th day of May, 1995, before me, a notary public in and for said county and state, personally came

STATE OF NEBRASKA )  
) ss. )  
COUNTY OF DOUGLAS )

*Mary Ann Fedde*  
Mary Ann Fedde

#335

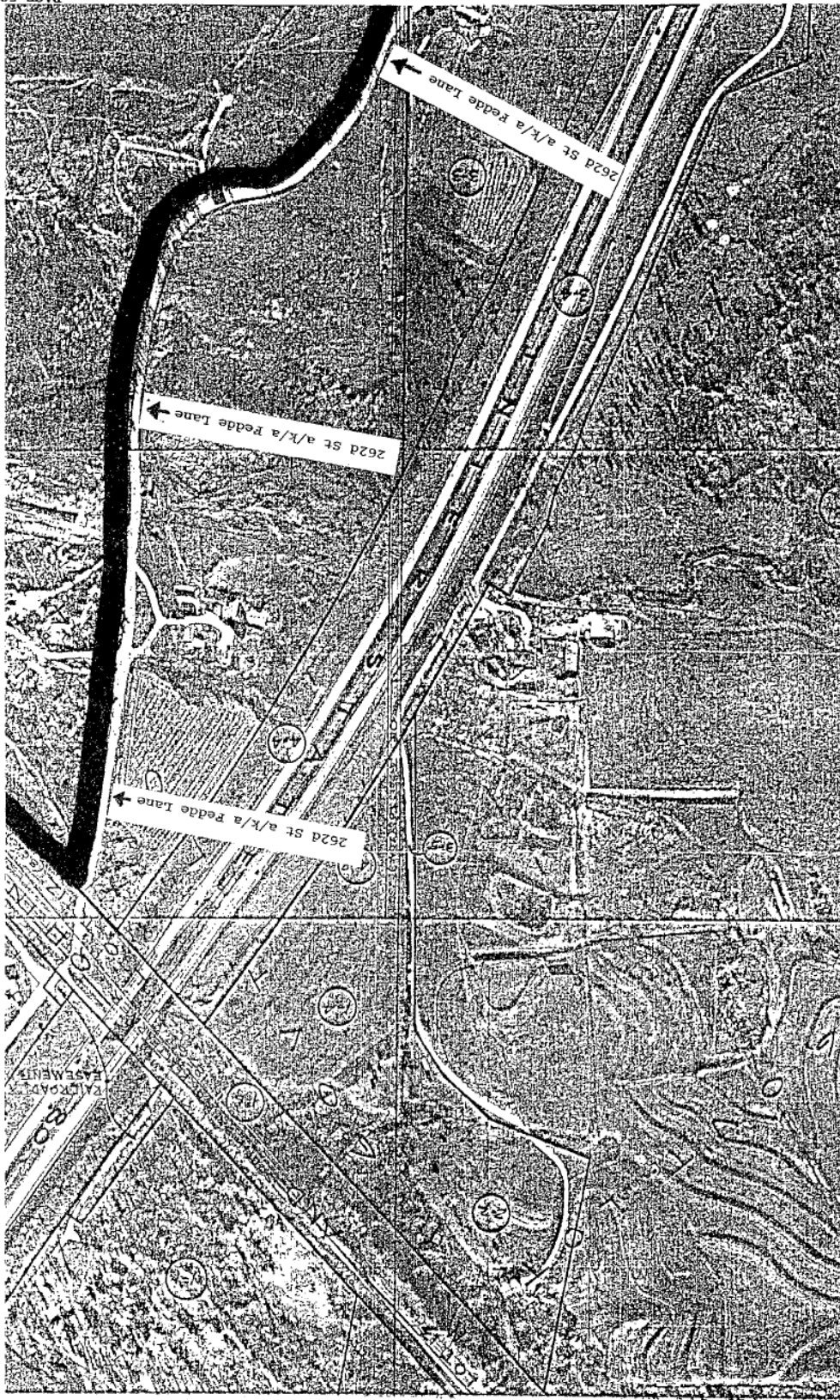
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**EXHIBIT "A"**

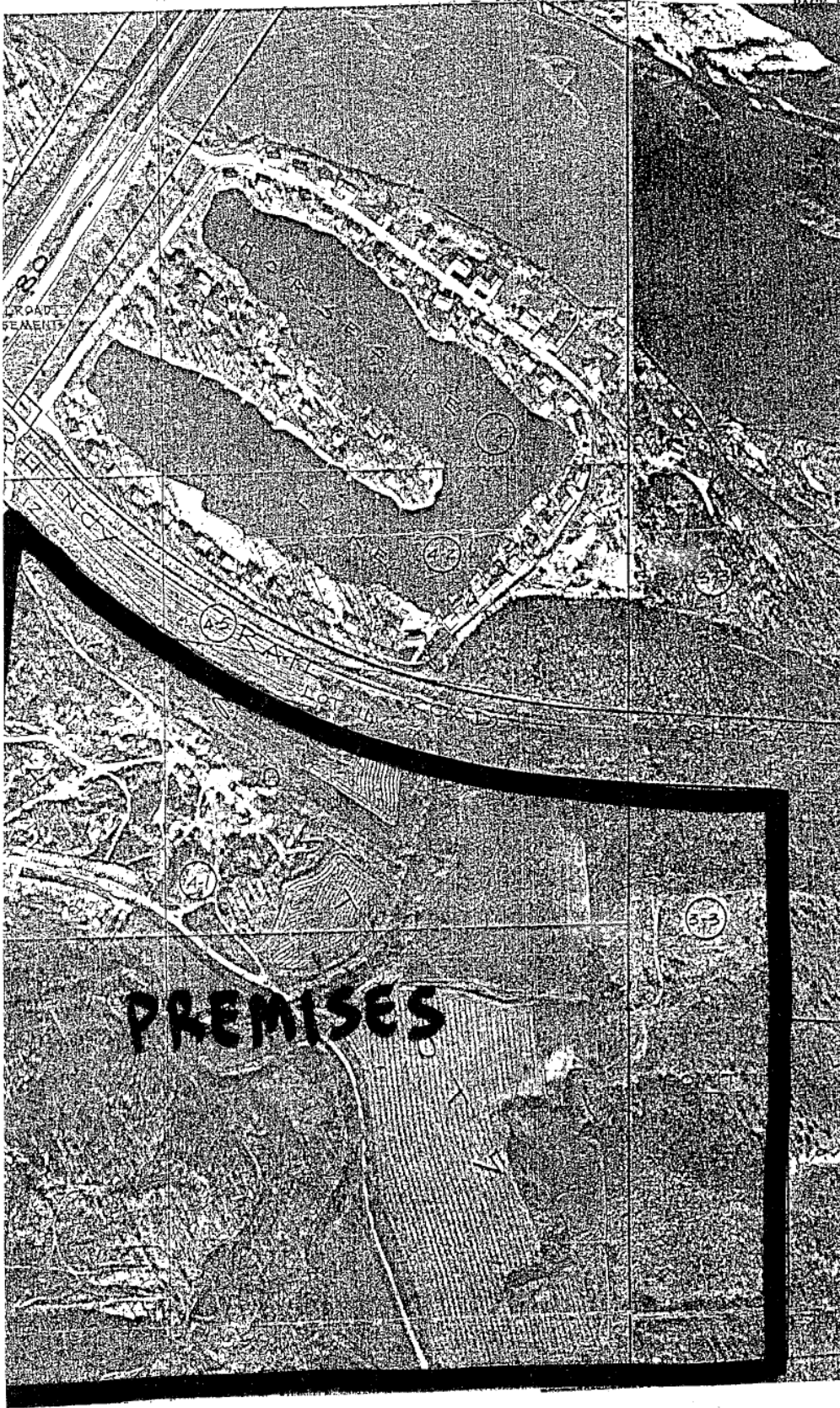
That part of Lots 4 and 5 in the Southeast Quarter of Section 9, Township 12 North, Range 10 East of the 6th P.M., together with the Southwest Quarter of the Southeast Quarter of said Section 9, all lying South of Interstate Highway 80 and the Chicago, Burlington & Quincy Railroad and East of 262d St. a/k/a Fedde Lane, all in Cass County, Nebraska;

and

The West 16.27 acres of Government Lot 5 of Section 10, Township 12 North, Range 10 East of the 6th P.M., in Cass County, Nebraska.







**PREMISES**

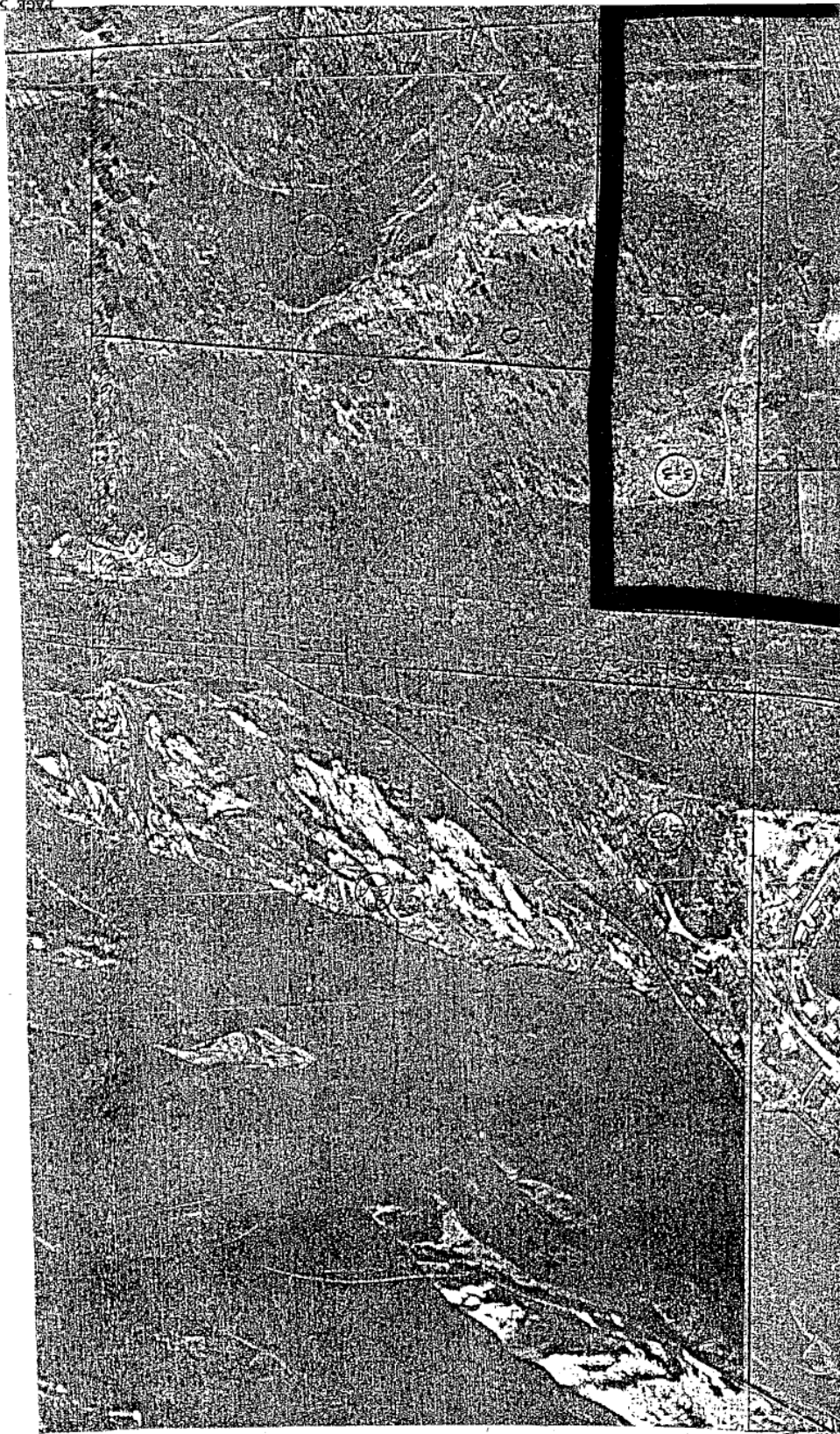


EXHIBIT B-1