

**FIRST ADDENDUM
TO
PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT
GENERAL MANAGER EMPLOYMENT AGREEMENT**

This Addendum (“this Addendum”) amends section 3 of the General Manager Employment Agreement (“the Agreement”) entered into on October 10, 2006 by and between Papio-Missouri River Natural Resources District ("the District") and John G. Winkler ("Winkler"), for the employment of Winkler as General Manager of the District.

A. For full and adequate consideration and their mutual covenants herein contained the parties hereby agree that Section 3 of the Agreement should be, and it is hereby, amended as follows, to-wit:

3. BENEFITS.

In addition to the compensation set forth in Section 2, Winkler shall be entitled, during the term of employment under this Agreement, to participate in the benefits offered to other employees of Employer, subject to all eligibility requirements, qualifications and conditions of such benefit plans. Benefits to which Winkler may be entitled include, but are not limited to, group insurance, sick leave, vacation (13 days of annual leave/vacation in 2007) and retirement plan benefits. Employer may, at its complete discretion, amend, eliminate or add to existing benefit plans from time to time. ~~In addition, Winkler shall receive the following benefits: a. Full time use of a vehicle of the employer's choosing, subject to proper recording and reporting for tax purposes of business use and personal use~~ In order to enable Winkler to respond promptly to District emergencies, the District shall provide Winkler with a vehicle of the District's choice (“the Vehicle”), which he shall use for commuting but which he shall not use for other personal purposes other than *de minimus* personal uses.

B. The Agreement is hereby ratified and confirmed in all respects, except as so amended by this Addendum.

C. Winkler represents to the District that, to-date, he has not made any personal use of the Vehicle other than commuting and *de minimus* personal uses.

D. This Addendum shall be effective upon its execution by both parties.

**PAPIO-MISSOURI RIVER NATURAL
RESOURCES DISTRICT**

JOHN G. WINKLER

By: _____

Signed: _____

Title: _____

Date: _____

Date: _____