

LEASE76  
147

BOOK 514 PAGE 157

This Lease, made and entered into this 24th day of July, 1972.

by and between  
WESTROADS, INC., a Nebraska  
corporation, with offices at  
200 Hillcrest Building  
76th & Main Streets, Ralston  
Omaha, Nebraska 68127,

hereinafter called the "Owner", and

CUSTOM GOLF CORPORATION,  
a Nebraska corporation,  
with offices at  
8720 "L" Street  
Omaha, Nebraska 68127,

hereinafter called the "Tenant".

WITNESSETH: That,

The Owner does hereby lease, demise and let unto the Tenant the following described premises:

Space No.:	227 Italia Mall
Omaha Mailing Address:	227 Italia Mall Westroads Shopping Center Omaha, Nebraska 68114

Said space shall be located in Westroads Shopping Center as shown on EXHIBIT C and shall contain 1092 gross square feet of floor area. Said space has been constructed in accordance with the dimensions shown on EXHIBIT D. EXHIBITS C and D are attached hereto and by this reference made a part hereof.

Exhibits C and D are not attached to this Lien copy. *DB 7-15-72*

In addition to the above described premises, Tenant shall enjoy the nonexclusive use of automobile parking areas, access roads, sidewalks, mall and washroom facilities furnished by Owner, subject to control and reasonable regulation by Owner.

Said premises are a portion of a shopping center development known as WESTROADS SHOPPING CENTER, legally described as part of Block 3, Westroads Addition located in the Southeast Quarter of Section Sixteen, Township Fifteen North, Range Twelve, East of the Sixth P. M., County of Douglas, State of Nebraska.

Other  
Default

If the Tenant shall violate or default covenants, agreements, stipulations (including the Tenant's obligation to fixture, open, and operate the demised premises) or any other conditions other than the payment of rentals and sums payable hereunder and such violation or default shall continue for a period of thirty (30) days after written notice of such violation or default, then it shall be optional for the Owner to re-enter said premises, with or without process of law, and to declare this lease forfeited and the said term ended. Owner shall use such force as may be necessary to remove all persons or chattels therefrom; and the Owner shall not be liable for damages by reason of such re-entry or forfeiture; and any claims for trespass or otherwise arising out of such repossession are hereby expressly waived by Tenant. But notwithstanding such re-entry by the Owner, the liability of the Tenant for the rentals and other covenants for the balance of the term provided for herein shall not be relinquished or extinguished. It is further agreed that the Tenant will pay such additional sums as the court may adjudge reasonable as attorneys' fees in any suit or action instituted by the Owner to enforce the provisions of this lease.

Lien on  
Personal  
Property

THIRTY-FIFTH: Tenant agrees not to remove its fixtures or other personal property from the demised premises during the term of this lease or at the expiration of the term hereof until all rentals and other sums due under this lease have been paid in full.

All goods, chattels, fixtures and other personal property belonging to the Tenant which are in the demised premises during said term, whether exempt or not from sale under execution and attachment under the laws of the State of Nebraska, shall at all times be bound by and subject to a lien in favor of Owner and shall be chargeable for all rent and/or other payments due hereunder and the fulfillment of the other covenants and agreements herein contained.

Termination  
Date and  
Cancellation  
of Lease

THIRTY-SIXTH: ~~In the event the Owner has not constructed said premises as required in Section FIFTH hereina~~  
inabove and has not delivered possession of said premises to Tenant on or before \_\_\_\_\_, 19\_\_\_\_  
then and in that event, either the Tenant or the Owner may cancel and terminate this lease by written notice  
to the other party. ~~In the event of such a cancellation, neither Tenant nor Owner shall have any claim of  
damages against the other—the only remedy available to either being a written notice of lease cancellation.~~



Lease In  
Short Form

THIRTY-SEVENTH: Tenant agrees not to record this lease; but each party hereto agrees, on the request of the other, to execute a so-called "short form" of lease in form recordable and reasonably satisfactory to Owner's attorneys. In no event shall such "short form" set forth the rental or other charges payable by Tenant under this lease, and any such "short form" shall expressly state that it is executed pursuant to the provisions contained in this lease and is not intended to vary the terms and conditions of this lease.

Assign

THIRTY-EIGHTH: The Owner may assign its rights under this lease as security to the holder of one or more mortgages (which term shall include mortgage, trust deed, or other encumbrance) now or hereafter in force against all or any part of the land or improvements of the shopping center and to all advances made or hereafter to be made upon the security thereof.

Subordinate

Upon request of the Owner, Tenant will subordinate its rights hereunder to the lien of one or more mortgages (which term shall include mortgage, trust deed, or other encumbrance) now or hereafter in force against all or any part of the land and improvements of the shopping center and to all advances made or hereafter to be made upon the security thereof.

Attornment

In the event of any default of mortgage (which term shall include mortgage, trust deed, or other encumbrance), by Owner whereby Owner loses title to or possession of the premises covered by such mortgage, the Tenant agrees to attorn to the mortgagee, any of its successors or assigns (including anyone purchasing said premises at a foreclosure sale) and to recognize said mortgagee or purchaser as the Owner under this lease.

Remedies  
Cumulative

THIRTY-NINTH: The rights, options, elections, and remedies of the Owner contained in this lease shall be cumulative, and no one of them shall be construed as excluding any other or any right, priority, or remedy allowed or provided by law.

Successors

FORTIETH: All rights and liabilities herein given to or imposed upon the respective parties hereto shall extend to and bind the respective heirs, executors, administrators, legal representatives, successors, and assigns of said parties. No rights, however, shall inure to the benefit of any assignee of the Tenant unless the assignment to such assignee has been approved by the Owner in writing as required in Section SEVENTEENTH.

Tenant's  
Plans for  
Owner's  
Records

FOURTY-FIRST: In order to enable the Owner to have permanent records of the demised premises as constructed, Tenant agrees that prior to the first opening of the demised premises and simultaneously with the completion of any major remodeling of the demised premises it will submit to the Owner one set of its store front plans, interior plans, interior partitioning plans, heating and cooling plans, and lighting and electrical plans.

Signatures of  
Both Parties

FORTY-SECOND: This lease shall not be in effect or binding upon either party until it is signed by both parties.

Other  
Agreements

FOURTY-THIRD: The Tenant and the Owner hereby agree that this lease as written represents the entire agreement between the parties and there are no other agreements, written or verbal, between the parties hereto.

Miscellaneous

Construction

FIRST (Continued): Tenant or its contractor shall construct any changes in the store front or entranceways; provided, however, that prior to any such construction Tenant's store front drawings and any vestibule floor covering shall be submitted to and are subject to prior approval of the Owner and the Owner's architect. Except for any construction herein specifically assigned to Owner, any interior partitioning, decorating, electrical work, or other construction shall be at the discretion and expense of the Tenant and in compliance with all applicable fire and building codes.

FIFTH (Continued): Sales of merchandise or services at the Tenant's present business location at 8720 "L" Street, Omaha, Nebraska, shall not be included as a part of gross sales in the premises demised herewith, providing said sales or services were not originated from or merchandise delivered through or from the demised premises.

IN WITNESS WHEREOF, the Owner and the Tenant have signed their names and affixed their seals the day and year first above written.



*[Handwritten signature]*  
Secretary

WESTROADS, INC.

*[Handwritten signature]*  
President

OWNER



*[Handwritten signature]*  
Secretary

CUSTOM GOLF CORPORATION

*[Handwritten signature]*  
President

TENANT

ENTERED IN NUMERICAL INDEX AND REGISTER IN THE REGISTER OF DEEDS SALES IN DOWNEY COUNTY, NEBRASKA  
15 DAY OF September 1972 AT 2:29 P.M. C. HAROLD OSTLER, REGISTER OF DEEDS 925