



AFTER RECORDING, RETURN TO:

Elizabeth Bonesio, Esq.  
 Topgolf International  
 8750 N Central Expwy, Suite 1200  
 Dallas, TX 75231

MEMORANDUM OF LEASE

STATE OF NEBRASKA           §  
   §  
 COUNTY OF DOUGLAS       §

THIS MEMORANDUM OF LEASE, dated April 2, 2019 (the "Effective Date"), is made and entered into by and between WESTROADS INVESTORS, LLC, a Nebraska limited liability company ("Landlord"), and TOPGOLF USA OMAHA, LLC, a Delaware limited liability company ("Tenant") to be effective as of the latest date set forth next to the signature blocks below (the "Effective Date").

RECITALS

Landlord leases to Tenant, and Tenant leases from Landlord, that certain real property consisting of approximately 10.2 acres of land (the "Leased Premises") located in Omaha, Douglas County, Nebraska and more particularly described on Exhibit A and depicted on Exhibit C together with the non-exclusive use of all rights, privileges, easements, and appurtenances belonging or in any way pertaining thereto, and together with any building or other improvements erected and/or to be erected thereon, TO HAVE AND TO HOLD the same for an Initial Fixed Term of twenty (20) years (commencing as provided in the Lease described hereafter), with six (6) renewal terms of five (5) years each, all pursuant and subject to the terms, conditions, and stipulations contained in that certain Lease Agreement dated October 20, 2017, as amended, (the "Lease") by and between Landlord and Tenant, to which reference is made for all purposes of which it is intended hereby to give notice.

Landlord owns that certain real property located adjacent to the Leased Premises and more particularly described on Exhibit B attached hereto and made a part hereof (the "Center").

Payment of Expenses. Tenant shall maintain the Topgolf Facility, the Leased Premises (excluding the Common Facilities located within the Leased Premises), and all improvements thereon in good condition and repair at Tenant's sole expense. In addition to Tenant's obligation to pay Rent to Landlord under this Lease, Tenant agrees to pay Tenant's Pro Rata Share pursuant to the terms of the Lease.

Exclusive Right to Operate. So long as Tenant is causing the Topgolf Facility to be operated in accordance with its Initial Use (subject to closures permitted under the Lease, including closures due to remodeling, repair, casualty, condemnation, or force majeure), Landlord shall not permit the operation of a family entertainment center having more than ten thousand (10,000) square feet of improvements within the Center.

Operation of Center. Landlord will maintain all properties within the Center, outside of the Leased Premises (except for the Common Facilities, which Landlord shall cause to be maintained), including specifically but without limitation any shopping center owned by Landlord or any Landlord Affiliate that is directly adjacent to the Leased Premises or located within the Center, whether now existing or to be built as a first-class property. Landlord shall cause the Common Facilities to be maintained and operated in a first-class condition and to be continually open for use by Tenant in accordance with the REA. Neither Landlord nor any Landlord Affiliate will enter into any lease or permit the sale or occupation of any property within the Center by a tenant or purchaser who is considered to be operating a deep discount, bargain, fire sale or thrift business, or a business of a sexually oriented nature, or that is otherwise not consistent with a first-class mix of tenants. In addition, Landlord will maintain in a first class condition any and all of the Center, outside of the Leased Premises (except for the Common Facilities, which Landlord shall cause to be maintained), including mowing and landscaping and similar maintenance at such time as such property is developed for a permitted commercial use and Landlord covenants that once a parcel within the Center, but outside of the Leased Premises, is developed, Landlord agrees it will be keep in a first class condition including mowing and irrigation of grass, upkeep of drives, lighting, signage, parking areas and general landscaping. So long as Topgolf is operating the Topgolf Facility as a family entertainment golf center, no portion of the Center, excluding the Leased Premises, may be operated or open for business past the hour of midnight without the prior, written consent of Tenant and Landlord.

Height Restriction. Landlord agrees that anywhere within the Center not located on the Leased Premises, construction shall be restricted to a building elevation, including fascia height, not to exceed thirty-five feet (35') tall above the finished floor elevation of the Topgolf Facility absent the prior written consent of Tenant, which consent Tenant agrees shall not be unreasonably withheld, conditioned or delayed; provided, however, that if a request is made to exceed thirty-eight feet (38') in height, then Tenant has the unilateral right to withhold consent in Tenant's sole and absolute discretion, for any reason or no reason at all. Additionally all pylon signs located on, or adjacent to the Center, if any, shall not be permitted to exceed the height of the Business Center ID Sign.

Tenant's Signs – Location and Type. Landlord shall erect and maintain the Business Center ID Sign in the location depicted on the Site Plan within the Leased Premises, in accordance and compliance with the provisions of any applicable provisions of the Laws and any Restrictive Agreements. Subject to the terms hereof, Tenant shall also have the right to maximum elevated sign along the top level of the Topgolf Facility and panel signage on any future monument, pylon, billboard or other signs to which Landlord has access and rights to erect signage within the Center, if any. Notwithstanding the foregoing, Tenant acknowledges and agrees that other tenants of the Center may install monument signs no larger than 6' x 10', on such tenant's parcel within the Center, but outside of the Leased Premises, and Tenant shall have

no right to use such monument signage. Notwithstanding anything in this Lease to the contrary, under no circumstance will Landlord be required to erect or construct any monument, pylon, billboard or other sign.

Protection of View Corridor and Sign Visibility. Landlord shall not erect or permit to be erected any building, structure, sign or advertising device, nor any landscaping, signs or other obstructions within the Restricted Building Area which would block the view of the Topgolf Facility or other of Tenant's Signs from adjoining streets and parking lots. Landlord shall not erect or permit to be erected any sign or advertising device on the Center which exceeds the height of the Business Center ID Sign.

Right of First Offer. Pursuant to the terms of the Lease, Tenant has a Right of First Offer to the Leased Premises.

Capitalized terms used in this Memorandum of Lease shall have the meanings ascribed to such terms in the Lease unless otherwise expressly defined herein.

This Memorandum of Lease is not intended to alter or supersede the Lease, and in the event of any conflict between this Memorandum of Lease and the Lease, the provisions of the Lease shall control.

[Remainder of page intentionally left blank]

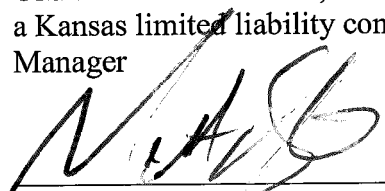
IN WITNESS WHEREOF, Landlord and Tenant have caused this Memorandum of Lease to be duly executed as the day, month and year first above written.

**LANDLORD:**

WESTROADS INVESTORS, LLC,  
a Nebraska limited liability company


By: DRAKE WESTROADS, LLC,  
a Kansas limited liability company  
Its: Co-Manager

By: OMAHA INVESTORS, LLC,  
a Kansas limited liability company  
Its: Manager

  
\_\_\_\_\_  
Matt Pennington, Manager

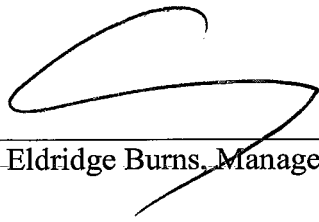
By: WOODSONIA 730-908 N. 102<sup>ND</sup>, LLC,  
a Nebraska limited liability company  
Its: Co-Manager

By: DREW SNYDER REAL  
ESTATE, LLC, a Kansas  
limited liability company  
Its: Manager

  
\_\_\_\_\_  
Drew Snyder, Manager

**TENANT:**

TOPGOLF USA OMAHA, LLC,  
a Delaware limited liability company

By:   
\_\_\_\_\_  
Eldridge Burns, Manager

**LANDLORD ACKNOWLEDGMENT**

STATE OF Kansas §

COUNTY OF Johnson §

BEFORE ME personally appeared Matthew Pennington, the Manager of Omaha Investors, LLC, a Kansas limited liability company, the Manager of Drake Westroads, LLC, a Kansas limited liability company, the Co-Manager of Westroads Investors, LLC, a Nebraska limited liability company, known to me to be the person described therein and who executed the foregoing instrument on behalf of said company, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

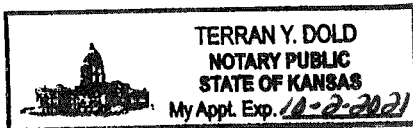
WITNESS my hand and official seal, this 2nd day of April, 2019.

Terran Y. Dold

NOTARY PUBLIC

My Commission Expires: 10-2-2021

(NOTARIAL SEAL)



**LANDLORD ACKNOWLEDGMENT**

STATE OF Nebraska §

COUNTY OF Douglas §

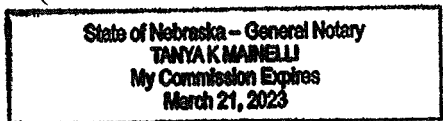
BEFORE ME personally appeared Drew Snyder, the Manager of Drew Snyder Real Estate, LLC, a Kansas limited liability company, the Manager of Woodsonia 730-908 N. 102<sup>ND</sup>, LLC, a Nebraska limited liability company, the Co-Manager of Westroads Investors, LLC, a Nebraska limited liability company, known to me to be the person described therein and who executed the foregoing instrument on behalf of said company, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 1 day of April, 2019.

Tanya K. Mainelli  
NOTARY PUBLIC

My Commission Expires:

(NOTARIAL SEAL)



**TENANT ACKNOWLEDGMENT**

STATE OF TEXAS           §

COUNTY OF DALLAS       §

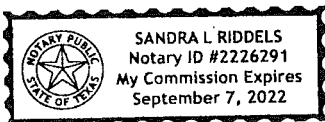
BEFORE ME personally appeared Eldridge Burns, the Manager of TOPGOLF USA OMAHA, LLC, a Delaware limited liability company, known to me to be the person described therein and who executed the foregoing instrument on behalf of said company, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 27<sup>th</sup> day of March, 2019.

Sandra L. Riddels  
NOTARY PUBLIC

My Commission Expires: 9-7-2022

(NOTARIAL SEAL)





Landlord's Address: Westroads Investors, LLC  
c/o Drake Development, LLC  
Attn: Matthew Pennington  
7200 W. 132nd Street, Ste. 150  
Overland Park, Kansas 66213

Tenant's Address: Topgolf USA Omaha, LLC  
8750 N Central Expressway  
Suite 1200  
Dallas, TX 75231  
Attention: Legal Dept.

**EXHIBIT A**

Description of Leased Premises

THAT PART OF LOT 1, PUTT'N PLACE, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1;

THENCE WEST (ASSUMED BEARING) 51.51 FEET ON THE NORTH LINE OF SAID LOT 1 TO THE POINT OF BEGINNING;

THENCE CONTINUING WEST 868.51 FEET ON THE NORTH LINE OF SAID LOT 1 TO THE NORTHWEST CORNER THEREOF;

THENCE S05°39'19"E 376.00 FEET ON THE WEST LINE OF SAID LOT 1;

THENCE SOUTHEASTERLY ON THE WEST LINE OF SAID LOT 1 ON A 1025.92 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING S19°18'30"E, CHORD DISTANCE 201.14 FEET AN ARC DISTANCE OF 201.46 FEET;

THENCE EASTERLY ON THE SOUTH LINES OF SAID LOT 1 ON THE FOLLOWING DESCRIBED EIGHT COURSES;

THENCE EAST 244.80 FEET;

THENCE SOUTH 180.00 FEET;

THENCE EAST 155.00 FEET;

THENCE NORTH 334.89 FEET;

THENCE NORTHEASTERLY ON A 746.96 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING N77°21'33"E, CHORD DISTANCE 106.27 FEET, AN ARC DISTANCE OF 106.36 FEET;

THENCE N73°16'48"E 100.79 FEET;

THENCE NORTHEASTERLY ON A 375.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING N81°38'24"E, CHORD DISTANCE 109.04 FEET, AN ARC DISTANCE OF 109.43 FEET;

THENCE EAST 65.89 FEET TO A POINT 54.00 FEET FROM THE SOUTHEAST CORNER OF SAID LOT 1;

THENCE NORTH 277.61 FEET;

THENCE NORTHWESTERLY ON A 231.50 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING N07°56'45"W, CHORD DISTANCE 64.00 FEET AN ARC DISTANCE OF 64.21 FEET TO THE POINT OF BEGINNING.

CONTAINING 427,670 SQUARE FEET MORE OR LESS.

EXHIBIT B  
Description of Center

THAT PART OF THE EAST ½ OF THE SW ¼ OF SECTION 16, T15N, R12E OF THE 6<sup>TH</sup> P.M., DOUGLAS COUNTY, NEBRASKA, TOGETHER WITH PART OF 102<sup>ND</sup> STREET RIGHT-OF-WAY ADJACENT THERETO ON THE EAST, ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS, COMMENCING AT THE NE CORNER OF SAID EAST ½;

THENCE SOUTH (ASSUMED BEARING) 869.93 FEET ON THE EAST LINE OF SAID EAST ½ TO A POINT ON THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 5, WESTPLEX, A SUBDIVISION IN SAID DOUGLAS COUNTY;

THENCE WEST 35.20 FEET ON THE EXTENSION OF THE SOUTH LINE OF SAID LOT 5 TO THE POINT OF BEGINNING;

THENCE NORTH 3.18 FEET ON A LINE 35.20 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID EAST ½ TO A POINT ON THE SOUTHEASTERLY EXTENSION OF 102<sup>ND</sup> STREET FRONTAGE ROAD;

THENCE N34°46'00"W 108.16 FEET ON THE EAST LINE OF 102<sup>ND</sup> STREET FRONTAGE ROAD AND ITS EXTENSION;

THENCE NORTHWESTERLY ON A EAST LINE OF 102<sup>ND</sup> STREET FRONTAGE ROAD ON A 227.50 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING N17°23'26"W, CHORD DISTANCE 135.93 FEET, AN ARC DISTANCE OF 138.04 FEET;

THENCE WEST 47.50 FEET ON THE WEST LINE OF 102<sup>ND</sup> STREET FRONTAGE ROAD AND THE EAST LINE OF LOT 5, WESTPLEX, A SUBDIVISION IN SAID DOUGLAS COUNTY;

THENCE SOUTHEASTERLY ON THE WEST LINE OF 102<sup>ND</sup> STREET FRONTAGE ROAD AND ON THE EAST LINE OF SAID LOT 5 ON A 275.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING S17°23'26"E, CHORD DISTANCE 164.32 FEET, AN ARC DISTANCE OF 166.87 FEET;

THENCE SOUTHEASTERLY ON THE WEST LINE OF 102<sup>ND</sup> STREET FRONTAGE ROAD AND ON THE EAST LINE OF SAID LOT 5 ON A 225.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING S25°34'20"E, CHORD DISTANCE 71.99 FEET, AN ARC DISTANCE OF 72.30 FEET TO THE SE CORNER OF SAID LOT 5;

THENCE WEST 861.74 FEET ON THE SOUTH LINE OF SAID LOT 5 TO THE SW CORNER THEREOF, SAID CORNER BEING ON THE EAST LINE OF INTERSTATE 680;

THENCE S05°39'19"E 376.00 FEET ON THE EAST LINE OF INTERSTATE 680;

THENCE SOUTHEASTERLY ON THE EAST LINE OF INTERSTATION 680 ON A 1025.92 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING S19°18'30"E, CHORD DISTANCE 201.14 FEET, AN ARC DISTANCE OF 201.46 FEET TO THE SW CORNER OF A TRACT OF LAND REFERRED TO AS "PARCEL A" IN A "WARRANTY DEED" RECORDED IN BOOK 1454 AT PAGE 33 OF THE DOUGLAS COUNTY RECORDS;

THENCE EAST 244.80 FEET ON THE SOUTH LINE OF SAID "PARCEL A";

THENCE SOUTH 180.00 FEET;

THENCE EAST 583.00 FEET ON A LINE 180.00 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID "PARCEL A" TO A POINT 35.20 FEET WEST OF THE EAST LINE OF SAID EAST ½;

THENCE NORTH 744.00 FEET ON A LINE 35.20 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID EAST ½ TO THE POINT OF BEGINNING.

CONTAINING 621,360 SQUARE FEET  
OR  
14.625 ACRES

### Exhibit C Site Plan

