

9/7/76

BOOK 570 PAGE 98

78-33v

LOUIS A. NETT

NEBRASKA TRIPLE L ASSOCIATES
5011 South 108th Street
Omaha, Nebraska

LEASE

THIS INDENTURE OF LEASE, made the 1st day of September, 1976, between Louis A. Nett party of the first part, hereinafter referred to as "Landlord", and Nebraska Triple L Associates, a limited partnership, party of the second part, hereinafter referred to as "Tenant",

W I T N E S S E T H :

ARTICLE 1

DEMISED PREMISES - TERM OF LEASE

Landlord hereby demises and leases to Tenant, and Tenant hereby hires and takes from Landlord, the premises described in Schedule A hereto and any additional premises which may hereafter be added by supplement which premises are hereinafter called "the Demised Premises";

The North 180 feet of the West 337.51 feet of Lot 8, Mockingbird Hills West, as surveyed, platted and recorded in Douglas County, Nebraska.

TO HAVE AND TO HOLD the Demised Premises for a term commencing on the 1st day of September, 1976 and ending on the 31st day of December, 1992, both dates inclusive (unless such term shall be sooner terminated as hereinafter provided), upon the foregoing and following agreements, terms, covenants and conditions:

ARTICLE 2

RENT

Section 2.01. Tenant covenants and agrees to pay to Landlord, in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts, at Landlord's address specified in or furnished pursuant to Article 24 hereof, during the term, a net rental which shall be based on Nett's total cost (exclusive of any profit to Nett) of the above described parcel of land and the restaurant constructed thereon exclusive of tenant's improvements. Such rent shall be 12% of such total cost annually. Such net annual rental (hereinafter called the "net rent") be in

addition to all other payments to be made by Tenants as hereinafter provided and shall be paid in equal monthly installments in advance on the first day of each calendar month during the term of the lease. On or before December 1, 1976, the parties shall by addendum to this lease set out Nett's total cost. The sale of any part of the real estate not used for restaurant purposes shall reduce the rental proportionately. Nett's total cost shall be reduced by his net proceeds from the sold land after sales costs and capital gains taxes.

Section 2.02. It is the purpose and intent of Landlord and Tenant that the net rent shall be net to Landlord. This lease shall yield, net, to Landlord, the net rent specified in Section 2.01 hereof in each year during the term of this lease and all costs, expenses and charges of every kind and nature relating to the Demised Premises (except the taxes of Landlord referred to in Section 3.02 of Article 3 hereof, and any payments on account of interest or principal under any mortgage or deed of trust which shall be a lien on the fee of the Demised Premises) which may arise or become due during the term of this lease shall be paid by Tenant, and Landlord shall be indemnified and saved harmless by Tenant from and against the same.

Section 2.03. The net rent shall be paid to Landlord without notice or demand and without abatement, deduction or set-off, except as otherwise expressly provided in this lease.

Section 2.04. In addition to the rent payable by Tenant under Section 2.01, Tenant will also pay to Landlord, as to the leased premises for each twelve month period commencing after the completion of the restaurant thereon during the term of this lease, a sum equal to 5% of any of the aggregate of gross sales of Tenant as to such parcel in excess of the net rent above described. Gross sales are defined as follows:

The total of all sales of food, beverages and other items sold in the ordinary and normal course of business (excluding fixtures, furnishings and equipment used in the operation of the restaurant) sold by Tenant at, in, upon, or from the premises; all amounts which shall be received as compensation for any services rendered therefrom, and receipts of the Tenant from all coin and card operated devices, including without limitation musical devices, amusement devices, vending machines and the like. All sums collected and paid out for any sales taxes levied on the sale of such food, beverages, property, services and receipts are excluded from gross sales.

Tenant will furnish Landlord, within ninety (90) days after the end of each such period of twelve months during the term of this lease and after the termination thereof, a statement of the operations and income of the Demised Premises. With each such statement Tenant will pay to Landlord the amount, if any, shown thereby to be due Landlord under this Section 2.04.

Landlord may request at any time a certified audit of Tenant's gross sales. Such audit shall be at Landlord's expense unless it indicates an understatement of gross sales by 3% or more in which case the cost of the audit shall be borne by Tenant. Any adjustment on percentage rent required by such audit shall be made promptly after the audit results are furnished to the parties.

Tenant agrees to keep all financial records pertaining to its operations including without limitation all records of gross sales for a period of four calendar years following any given year of the term hereunder.

Section 2.05. All taxes, charges, costs and expenses which Tenant assumes or agrees to pay under any provisions of this lease together with all interest and penalties that may accrue thereon in the event of Tenant's failure to pay the same as herein provided, all other damages, costs and expenses which Landlord may suffer or incur, and any and all other sums which may become due, by reason of any default of Tenant or failure on Tenant's part to comply with the agreements, terms, covenants and conditions of this lease on Tenant's part to be performed, and each or any of them, shall be deemed to be additional rent and, in the event of non-payment, Landlord shall have all the rights and remedies herein provided in the case of non-payment of rent.

ARTICLE 3

TAXES AND OTHER CHARGES

Section 3.01. Tenant shall bear, pay and discharge, on or before the last day on which payment may be made without penalty or interest, all taxes, assessments, water rents, rates and charges, sewer rents, transit taxes, charges for public utilities, excises, levies, license and permit fees and other governmental impositions and charges of every kind and nature whatsoever, extraordinary as well as ordinary, seen or unforeseen, and each and every installment thereof, which shall or may during the term be charged, laid, levied, assessed, imposed, become due and payable, or liens upon, or arise in connection with the use, occupancy

or possession of, or grow due or payable out of, or for, the Demised Premises or any part thereof, or any buildings, appurtenances or equipment thereon or therein or any part thereof, or the sidewalks or streets in front of or adjoining the Demised Premises, such franchises as may be appurtenant to the use of the Demised Premises, this transaction, or any document to which Tenant is a party, creating or transferring an interest or estate in the Demised Premises, and all taxes charged, laid, levied, assessed or imposed in lieu of or in addition to the foregoing under or by virtue of all present or future laws, ordinances, requirements, orders, directions, rules or regulations of the federal, state, county and municipal governments and of all other governmental authorities whatsoever, and all fees and charges of public and governmental authorities for construction, maintenance, occupation or use during the term of any vault, passageway or space in, over or under any sidewalk or street on or adjacent to the Demised Premises, or for construction, maintenance or use during the term of any part of any building covered hereby within the limits of any street. To the extent that the same may be permitted by law and shall not be inconsistent with any existing or future mortgage or mortgages affecting the Demised Premises, Tenant shall have the right to apply for the conversion of any special assessment for local improvements in order to cause the same to be payable in installments, and upon such conversion Tenant shall be obligated to pay and discharge punctually only such of said installments as shall become due and payable during the term. Tenant shall within twenty (20) days after the time above provided for the payment by Tenant of such tax, assessment, water rent, rate or charge, sewer rent or other governmental levy, imposition or charge produce and exhibit to Landlord satisfactory evidence of such payment.

Section 3.02. All such taxes, water rents, rates and charges, sewer rents and other governmental levies, impositions and charges which shall be charged, laid, levied, assessed or imposed for each fiscal period in which the term of this lease commences and terminates shall be apportioned pro rata between Landlord and Tenant in accordance with the respective portions of each such fiscal period during which such term shall be in effect.

Section 3.03. Tenant shall have the right to contest or review by legal proceedings, or in such other manner as it may deem suitable (which, if instituted, Tenant shall conduct promptly at its own expense, and free of any expense to Landlord, and, if necessary, in the name of Landlord), any tax, assessment, water rent, rate or charge, sewer rent, or other governmental levy, imposition or charge aforementioned. Tenant may defer payment of a contested item upon condition that, before instituting any such proceedings, Tenant shall furnish to Landlord, or to any mort-

gatee Landlord may designate, a surety company bond, a cash deposit, or other security satisfactory to Landlord and such mortgagee, sufficient to cover the amount of the contested item or items, with interest and penalties, for the period which such proceedings may be expected to take, securing payment of such contested items, interest and penalties, and all costs in connection therewith. Notwithstanding the furnishing of any such bond or security other than a cash deposit, Tenant shall promptly pay such contested item or items if at any time the Demised Premises or any part thereof shall be in danger of being sold, forfeited or otherwise lost or Landlord shall be subjected to criminal liability for such non-payment. If, however, Tenant shall have made a cash deposit, in any such event Landlord or such mortgagee, as the case may be, may pay such contested item or items out of such deposit. When any such contested item or items shall have been paid or cancelled any balance of any such cash deposit not so applied shall be repaid to Tenant without interest. The legal proceedings herein referred to shall include appropriate proceedings to review tax assessments and appeals from orders therein and appeals from any judgments, decrees or orders, but all such proceedings shall be begun as soon as possible after the imposition or assessment of any contested item and shall be prosecuted to final adjudication with dispatch. If there shall be any refund with respect to any contested item based on a payment by Tenant, Tenant shall be entitled to the same to the extent of such payment, subject to apportionment as provided in Section 3.02.

Section 3.04. Nothing herein contained shall require or be construed to require Tenant to pay any inheritance, estate, succession, transfer, gift, franchise, corporation, income or profit tax, or capital levy that is or may be imposed upon Landlord, its successors or assigns.

ARTICLE 4

ASSIGNMENTS, MORTGAGES AND SUBLEASES

Section 4.01. Neither Tenant, nor Tenant's successors or assigns, shall (unless hereinafter expressly permitted to do so) assign, mortgage, pledge or encumber this lease, in whole or in part, or sublet the Demised Premises, in whole or in part, or permit the same or any portion thereof to be used or occupied by others, or enter into a management contract or other arrangement whereby the Demised Premises shall be managed and operated by anyone other than the then owner of Tenant's leasehold estate hereunder, nor shall this lease be assigned or transferred

by operation of law, without the prior consent in writing of Landlord in each instance. If this lease be assigned or transferred, or if all or any part of the Demised Premises be sublet or occupied by anybody other than Tenant, Landlord may, after default by Tenant, collect rent from the assignee, transferee, subtenant or occupant, and apply the net amount collected to the rent reserved herein, but no such assignment, subletting, occupancy or collection shall be deemed a waiver of any agreement, term, covenant, or condition hereof, or the acceptance of the assignee, transferee, subtenant or occupant as tenant, or a release of Tenant from the performance or further performance by Tenant of the agreements, terms, covenants, and conditions hereof, and Tenant shall continue liable hereunder in accordance with the agreements, terms, covenants and conditions hereof. The consent by Landlord to an assignment, mortgage, pledge, encumbrance, transfer, management contract or subletting shall not in any way be construed to relieve Tenant from obtaining the express consent in writing of Landlord to any further assignment, mortgage, pledge, encumbrance, transfer or subletting.

Section 4.02. No assignment made with Landlord's consent or as hereinabove permitted, shall be effective until there shall have been delivered to Landlord an executed counterpart or such assignment containing an agreement, in recordable form, executed by the assignor and the proposed assignee, wherein and whereby such assignee assumes due performance of the obligations on the assignor's part to be performed under this lease to the end of the term hereof. Any assignment shall not relieve Tenant of liability hereunder.

Section 4.03. Tenant shall not without Landlord's consent enter into any service contract or agreement relating to the furnishing of any services furnished to the Demised Premises or the occupants thereof which extends for more than one year.

ARTICLE 5

ALTERATIONS

Section 5.01. No substantial portion of any building on the Demised Premises shall be demolished or removed by Tenant without the prior consent in writing of Landlord, and if necessary, of any mortgagee. Tenant agrees to abide by any reasonable terms imposed by Landlord as a condition of its consent.

Section 5.02. All buildings, alterations, re-buildings, replacements, changes, additions, improvements, and appurtenances on or in the Demised Premises at the

commencement of the term, and which may be erected, installed or affixed on or in the Demised Premises during the term, are and shall be deemed to be and immediately become part of the realty and the sole and absolute property of Landlord and shall be deemed to be part of the Demised Premises, except that all movable trade fixtures shall be and remain the property of Tenant. All Tenant purchased equipment, machinery and personal property shall at all times continue to be the property of Tenant.

ARTICLE 6

REPAIRS

Section 6.01. Tenant shall, at all times during the term, and at its own cost and expense, keep and maintain in good order and condition, ordinary wear and tear excepted, all buildings and improvements on the Demised Premises at the commencement of the term and thereafter erected on the Demised Premises, or forming part thereof, and their full equipment and appurtenances, and make all repairs thereto and restorations, replacements and renewals thereof, both inside and outside, structural and non-structural, extraordinary and ordinary, seen or unforeseen, howsoever the necessity or desirability for repairs may occur, and whether or not necessitated by latent defects or otherwise; and shall use all reasonable precaution to prevent waste, damage or injury.

Section 6.02. Tenant shall also, at its own cost and expense, put, keep, replace and maintain in thorough repair and in good, safe and substantial order and condition, and free from dirt, snow, ice, rubbish and other obstructions or encumbrances, the sidewalks, areas, railings, gutters and curbs in front of and adjacent to the Demised Premises.

Section 6.03. Landlord shall not be required to furnish to Tenant any facilities or services of any kind whatsoever during the term, such as, but not limited to, water, steam, heat, gas, hot water, electricity, light and power. Landlord shall in no event be required to make any alterations, rebuildings, replacements, changes, additions, improvements or repairs during the term.

ARTICLE 7

MECHANIC'S AND OTHER LIENS

Section 7.01. Tenant shall have no power to do any act or make any contract which may create or be the

foundation for any lien, mortgage or other encumbrance upon the reversion or other estate of Landlord, or upon any interest of Landlord in the Demised Premises or in the buildings or improvements thereon; it being agreed that should Tenant cause any alterations, rebuildings, replacements, changes, additions, improvements or repairs to be made to the Demised Premises, or cause any labor to be performed or material to be furnished therein, thereon or thereto, neither Landlord nor the Demised Premises shall under any circumstances be liable for the payment of any expense incurred or for the value of any work done or material furnished, but all such alterations, rebuildings, replacements, changes, additions, improvements and repairs, and labor and material, shall be made, furnished and performed at Tenant's expense, and Tenant shall be solely and wholly responsible to contractors, laborers and materialmen furnishing and performing such labor and material.

Section 7.02. If, because of any act or omission (or alleged act or omission) of Tenant, any mechanic's or other lien, charge or order for the payment of money shall be filed against the Demised Premises or any building or improvements thereon, or against Landlord or any conditional bill of sale or chattel mortgage shall be filed for or affecting any equipment or any materials used in the construction or alteration of, or installed in, any such building or improvement, (whether or not such lien, charge or order, conditional bill of sale or chattel mortgage is valid or enforceable as such), Tenant shall, at its own cost and expense, cause the same to be cancelled and discharged of record or bonded within ten (10) days after notice of filing thereof.

ARTICLE 8

REQUIREMENTS OF LAW

Section 8.01. During the term Tenant shall, at its own cost and expense, promptly observe and comply with all federal, state, county and municipal governments and of all other governmental authorities having or claiming jurisdiction over the Demised Premises or appurtenances or any part thereof, and of all their respective departments, bureaus and officials, and of the insurance underwriting board or insurance inspection bureau having or claiming jurisdiction, or any other body exercising similar functions, and of all insurance companies writing policies covering the Demised Premises or any part thereof, whether such laws, ordinances, requirements, orders, directions, rules or regulations relate to structural alterations, changes, additions, improvements, replacements or repairs, either inside or outside, extraordinary or ordinary, seen or unforeseen, or otherwise, to or in and about the Demised Premises, or any building thereon, or to any passageways, franchises, or privileges appurtenant thereto or connected

with the enjoyment thereof or to alterations, changes, additions, improvements, replacements or repairs incident to or as a result of any use or occupation thereof, or otherwise, including, without limitation, the removal of any encroachment on the street or on adjoining premises by any building on the Demised Premises, and whether the same are in force at the commencement of the term or may in the future be passed, enacted or directed.

Section 8.02. Tenant, after notice to Landlord, may, by appropriate proceedings conducted promptly at Tenant's own expense, in Tenant's name and/or (whenever necessary) Landlord's name, contest in good faith the validity or enforcement of any such statute, law, ordinance, regulation or order. So long as (i) such deferment shall not subject Landlord to a fine or other criminal liability, (ii) Tenant shall be diligently prosecuting such contest to a final determination by a court, department or governmental authority or body having jurisdiction thereof, and (iii) Tenant shall have furnished Landlord with such security, by bond or otherwise, as Landlord may request in connection with such contest, Tenant may defer compliance with such statute, law ordinance, regulation or order.

ARTICLE 9

INSURANCE

Section 9.01. During the term Tenant, at its own cost and expense, shall:

(a) Keep all buildings and improvements and equipment on, in or appurtenant to the Demised Premises at the commencement of the term and thereafter effected thereon or therein, including all alterations, rebuildings, replacements, changes, additions and improvements, insured against loss or damage by fire and such other risks as may be included in the standard form of extended coverage from time to time available, in an amount sufficient to prevent Landlord or Tenant from becoming co-insurers under provisions of applicable policies of insurance but in any event in an amount not less than 80% of the full insurable value thereof, (replacement value without any deduction for depreciation), excluding the cost of excavation and of foundations below the level of the lowest basement floor or, if there is no basement, below the level of the ground. Such replacement value shall be determined from time to time, but not more frequently than once in any thirty-six consecutive calendar months, at the request of Landlord, by one of the insurers or, at the option of Landlord, by an appraiser, architect or contractor who shall be mutually and reasonably acceptable to Landlord and Tenant;

(b) Provide and keep in force comprehensive general public liability insurance against claims for personal injury, death or property damage occurring on, in or about the Demised Premises or any elevators or escalator therein and on, in or about the adjoining streets, property and passageways, such insurance to afford minimum protection, during the term of this lease, of not less than Three Hundred Thousand (\$300,000) Dollars in respect of personal injury or death to any one person, and of not less than One Million (\$1,000,000) Dollars in respect of any one occurrence, and of not less than One Hundred Fifty Thousand (\$150,000) Dollars for property damage;

(c) Provide and keep in force boiler and machinery insurance, provided any building on the Demised Premises contains equipment of the nature ordinarily covered by such a policy, in such amounts as may from time to time be reasonably required by Landlord;

(d) Provide and keep in force such other insurance and in such amounts as may from time to time be required by Landlord against such other insurable hazards as at the time are commonly insured against in the case of premises similarly situated.

(e) Increase the amounts of any of the foregoing insurance as may from time to time be required by Landlord, if by reason of changed economic conditions any such amounts become inadequate.

Section 9.02. All insurance provided by Tenant as required by this Article 9 shall be carried in favor of Landlord and Tenant, as their respective interests may appear. If requested by Landlord, such insurance against fire or other casualty shall include the interest of the holder of any mortgage on the fee and shall provide that loss, if any, shall be payable to such holder under a standard mortgagee clause. Rent insurance and use and occupancy insurance may be carried in favor of Tenant but the proceeds thereof are hereby assigned to Landlord to be held by Landlord as security for the payment of the rent and additional rent hereunder until restoration of the Demised Premises.

Section 9.03. Tenant shall procure policies for all such insurance for periods of not less than one year and shall deliver to Landlord such policies or certificates thereof with evidence of the payment of premiums thereon, and shall procure renewals thereof from time to time at least twenty (20) days before the expiration thereof.

Section 9.04. Tenant shall not violate or permit to be violated any of the conditions or provisions of any such policy, and Tenant shall so perform and satisfy the

requirements of the companies writing such policies that at all times companies of good standing, satisfactory to Landlord or any mortgagee designated by Landlord, shall be willing to write and/or continue such insurance.

Section 9.05. Tenant and Landlord shall cooperate in connection with the collection of any insurance monies that may be due in the event of loss, and Tenant shall execute and deliver to Landlord such proofs of loss and other instruments which may be required for the purpose of obtaining the recovery of any such insurance monies.

Section 9.06. Upon the expiration of the term of this lease, Landlord shall pay to Tenant the pro rata amount of the prepaid premiums on all transferable insurance then carried by Tenant as required by this Article⁹.

Section 9.07. The parties agree to waive any claims that either might have against the other for casualty damage to the building or leasehold improvements and to execute appropriate insurance policy endorsements to carry out this intent.

ARTICLE 10

DESTRUCTION - FIRE OR OTHER CAUSES

Section 10.01. If, during the term, the buildings, improvements or the equipment on, in or appurtenant to the Demised Premises at the commencement of the term or thereafter erected thereon or therein shall be destroyed or damaged in whole or in part by fire or other cause, Tenant shall give to Landlord immediate notice thereof, and Tenant, at its own cost and expense, shall promptly repair, replace and rebuild the same using available insurance proceeds at least to the extent of the value and as nearly as possible to the character of the buildings and improvements and the equipment therein existing immediately prior to such occurrence; and Landlord shall in no event be called upon to repair, replace or rebuild any such buildings, improvements or equipment, nor to pay any of the costs or expenses thereof beyond or in excess of the insurance proceeds as herein provided. Percentage rent shall be abated during reconstruction; base rent shall not.

Section 10.02. This lease shall not terminate or be affected in any manner by reason of damage to or total, substantial or partial destruction of the buildings; improvements or equipment on, in or appurtenant to the Demised Premises at the commencement of the term or thereafter erected thereon or therein, or by reason of the untenability of the Demised Premises, or any part thereof, for or due to any reason or cause whatsoever.

ARTICLE 11

CONDEMNATION

Section 11.01. If the whole of any one of the leased properties shall be taken for any public or any quasi-public use under any statute or by right of eminent domain, or private purchase in lieu thereof, then this lease shall automatically terminate as to the property taken.

Section 11.02. If any part of any of the leased properties shall be taken as "taking" is described in paragraph 11.01, then the Landlord and the Tenant shall each have the right to terminate this lease as to the whole of such property on thirty (30) days written notice to the other, given within ninety (90) days after the date of such taking.

Section 11.03. In the event that this lease shall terminate or be terminated as to any leased property, the rental shall, if and as necessary, be equitably adjusted. Any dispute under the provisions of this paragraph shall be submitted to the American Arbitration Association in the city of Madison, Wisconsin, for determination in accordance with its procedures at such time, and such determination shall be binding upon both parties.

Section 11.04. If any part of the leased property shall be so taken and this lease shall not terminate or be terminated under the provisions of paragraph 11.02 hereof, then the minimum rental shall be equitably apportioned according to the space so taken, and the Landlord shall, at its own cost and expense, restore the remaining portion of the leased property to the extent necessary to render it reasonably suitable for the purposes of operating a restaurant thereon, and shall make all repairs to the building in which the leased property is located to the extent necessary to constitute the building a complete architectural unit, provided that such work shall not exceed the scope of the work done in the original construction of such building and the cost thereof shall not exceed the proceeds of its condemnation award.

Section 11.05. All compensation awarded or paid upon such a total or partial taking of the leased property shall belong to and be the property of the Landlord without any participation by the Tenant; provided, however, that nothing contained herein shall be construed to preclude the Tenant from prosecuting any claim directly against the condemning authority in such condemnation proceedings for loss of business, or depreciation to, damage to, or cost of removal of, or for the value of stock, trade fixtures, furniture, and other personal property belonging to the

Tenant; provided, however, that no such claim shall diminish or otherwise adversely affect the Landlord's award or the award of any fee mortgagee.

Section 11.06. If the temporary use of the whole or any part of any of the leased properties shall be taken at any time during the term of this lease or of any renewal hereof for any public or quasi-public purpose by any lawful power or authority, by the exercise of the right of condemnation or eminent domain, or by agreement between the Tenant and those authorized to exercise such right, the Tenant shall give prompt notice thereof to the Landlord and the term of this lease shall not be reduced or affected in any way. In such case, the Tenant shall continue to pay in full the net rent, additional rent, and any other sum of money provided to be paid by the Tenant. The Tenant shall be entitled to the entire award for such taking (whether paid by way of damages, rent, or otherwise) unless the period of occupation and use by the condemning authority shall extend beyond the date of expiration of this lease and of any extension hereof, in which case the award made for such taking shall be apportioned between the Landlord and the Tenant as of the date of such expiration. In any proceeding for such taking or condemnation the Landlord shall have the right to intervene and participate; provided that if such intervention shall not be permitted the Tenant shall, at the Tenant's expense, consult with the Landlord, its attorneys, and experts, and make all reasonable efforts to cooperate with the Landlord in the prosecution or defense of such proceeding. At the termination of any such use or occupation of the leased property, the Tenant will, at its sole cost, repair and restore the buildings and improvements then upon the leased property to the condition, as nearly as may be reasonably possible, in which such buildings and improvements were at the time of such taking. The Tenant shall not be required to make such repairs and restoration if the term of this lease or of any renewal hereof shall expire prior to, or within one year after, the date of termination of the temporary use so taken, and in any such event the Landlord shall be entitled to recover all damages and awards arising out of the failure of the condemning authority to repair and restore the building at the expiration of such temporary taking. Any recovery or sum received by the Tenant as an award or compensation for physical damage to the leased property caused by and during the temporary taking shall be deemed a trust fund for the purpose of repairing or restoring such damage.

ARTICLE 12

SUBORDINATION

Section 12.01. This lease and all rights of Tenant hereunder are and shall be subject and subordinate to

the lien of any and all mortgage or mortgages, or consolidated mortgage or mortgages, which may now or hereafter affect the Demised Premises, or any part thereof, or the Demised Premises and other premises, and to any and all renewals, modifications, consolidations, replacements and extensions of any such mortgage or mortgages; provided that (a) the aggregate payments of interest and principal (other than the balance of principal payable at maturity) required in any one calendar year by all such mortgages, renewals, modifications, consolidations, replacements or extensions shall not exceed the annual net rent payable hereunder for the corresponding year, and (b) the principal amount secured by all mortgages prior in lien to this lease at the time of the placing of any mortgage hereafter made or of any such renewal, modification, consolidation, replacement or extension shall not exceed ninety-five (95%) percent of the fair market value of the Demised Premises as confirmed by an independent competent appraiser.

Section 12.02. Any such mortgage, renewal or modification shall include provisions to the effect that (a) so long as there shall be outstanding no default in any of the terms, conditions, covenants, or agreements of this lease on the part of Tenant to be performed, the leasehold estate of Tenant created hereby and Tenant's peaceable and quiet possession of the Demised Premises shall remain undisturbed by any foreclosure of such mortgage; and (b) that insurance proceeds and condemnation awards shall be made available by the mortgagee for restoration or rebuilding as provided in Articles 10 and 11 hereof.

Section 12.03. In the event of a default on the part of Landlord (not cured by Landlord at least three (3) days prior to the expiration of the grace period therefor) under any mortgage affecting the Demised Premises to which this lease is or shall be subject and subordinate, Tenant may itself on notice to Landlord cure such default. Tenant shall be entitled to collect from Landlord all reasonable sums expended by Tenant in curing each such default under any such mortgage, including reasonable counsel fees, and interest on all such expenditures at the rate of six (6%) percent per annum, by any available remedy or, if the default so cured shall be with respect to a first mortgage by deducting the same from any rent payments thereafter becoming due hereunder. If, in connection with the curing of any such default, Tenant shall acquire and become the holder of any mortgage affecting the Demised Premises and thereafter shall deduct the full cost and expense of acquiring such mortgage from rents, the said mortgage shall be satisfied, released and discharged of record when Tenant shall have recouped the full actual cost and expense of acquiring the same, including interest.

Section 12.04. Tenant shall upon demand at any time or times execute, acknowledge and deliver to Landlord, any and all instruments that may be necessary or proper to subordinate this lease and all rights hereunder to the lien of any such mortgage or mortgages and each such renewal, modification, consolidation, replacement and extension, and, if Tenant shall fail at any time to execute, acknowledge and deliver any such subordination instrument, Landlord, in addition to any other remedies available to it in consequence thereof, may execute, acknowledge and deliver the same as the attorney in fact of Tenant and in Tenant's name, place and stead, and Tenant hereby irrevocably makes, constitutes and appoints Landlord, its successors and assigns, such attorney in fact for that purpose.

ARTICLE 13

LANDLORD NOT LIABLE FOR INJURY OR DAMAGE

Tenant is and shall be in exclusive control and possession of the Demised Premises as provided herein, and Landlord shall not in any event whatsoever be liable for any injury or damage to any property or to any person happening on or about the Demised Premises, nor for any personal injury or damage to any property of Tenant, or of any other person contained therein. The provisions hereof permitting Landlord to enter and inspect the Demised Premises are made for the purpose of enabling Landlord to be informed as to whether Tenant is complying with the agreements, terms, covenants and conditions hereof, and to do such acts as Tenant shall fail to do.

ARTICLE 14

NO RENT ABATEMENT

No abatement, diminution or reduction of rent, charges or other compensation shall be claimed by or allowed to Tenant, or any persons claiming under it, under any circumstances, whether for inconvenience, discomfort, interruption of business, or otherwise, arising from the making of alterations, changes, additions, improvements or repairs to any buildings now on or which may hereafter be erected on the Demised Premises, by virtue or because of any present or future governmental laws, ordinances, requirements, orders, directions, rules or regulations or by virtue or arising from, and during, the restoration of the Demised Premises after the destruction or damage thereof by fire or other cause or the taking or condemnation of a portion only of the Demised Premises or arising from any other cause or reason.

ARTICLE 15

ACCESS TO PREMISES

Tenant shall permit Landlord or its agents to enter the Demised Premises at all reasonable hours for the purpose of inspection, or of making repairs that Tenant may neglect or refuse to make in accordance with the agreements, terms, covenants and conditions hereof, and also for the purpose of showing the Demised Premises to persons wishing to purchase the same or to make a mortgage loan on the same and, at any time within one year prior to the expiration of the term, to persons wishing to rent the same; and Tenant shall within six months prior to the expiration of the term permit the usual notices of "To Let" "For Rent" and "For Sale" to be placed on the Demised Premises and to remain thereon without hindrance and molestation.

ARTICLE 16

NO UNLAWFUL OCCUPANCY

Tenant shall not use or occupy, nor permit or suffer, the Demised Premises or any part thereof to be used or occupied for any unlawful or illegal business, use or purpose, nor for any business, use of purpose deemed by Landlord disreputable or extra-hazardous, nor in such manner as to constitute a nuisance of any kind, nor for any purpose or in any way in violation of any present or future governmental laws, ordinances, requirements, orders, directions, rules or regulations. Tenant shall immediately upon the discovery of any such unlawful, illegal, disreputable or extra-hazardous use take all necessary steps, legal and equitable to compel the discontinuance of such use and to oust and remove any subtenants, occupants, or other persons guilty of such unlawful, illegal, disreputable or extra-hazardous use.

ARTICLE 17

INDEMNITY

Tenant shall indemnify and save harmless Landlord against and from all costs, expenses, liabilities, losses, damages, injunctions, suits, actions, fines, penalties, claims and demands of every kind or nature, including reasonable counsel fees, by or on behalf of any person, party or governmental authority whatsoever arising out of (a) any failure by Tenant to perform any of the agreements, terms, covenants or conditions of this lease on Tenant's part to be performed, (b) any accident, injury or damage which shall happen in or about the Demised Premises or appurtenances or on or under the streets or sidewalks in front of or adjacent thereto, however occurring, and any matter or thing growing out of the condition, occupation, maintenance, alteration, repair, use or operation of the Demised Premises, or any

part thereof, and/or of the streets, sidewalks, curbs or vaults adjacent thereto during the term, (c) failure to comply with any laws, ordinances, requirements, orders, directions, rules or regulations of any federal, state, county or city governmental authority, (d) any contest permitted by the provisions of Sections 3.03 and 8.02 hereof, (e) any mechanic's lien, conditional bill of sale or chattel mortgage filed against the Demised Premises or any equipment therein or any materials used in the construction or alteration of any building or improvement thereon, or (f) any tax attributable to the execution, delivery or recording of this lease or any modification thereof.

ARTICLE 18

DEFAULT

Section 18.01. Each of the following events shall be a default hereunder by Tenant and a breach of this lease:

(a) If Tenant shall file a petition in bankruptcy or insolvency or for reorganization or arrangement under the bankruptcy laws of the United States or any insolvency act of any state or shall voluntarily take advantage of any such law or act by answer or otherwise or shall be dissolved or shall make an assignment for the benefit of creditors.

(b) If involuntary proceedings under any such bankruptcy law or insolvency act or for the dissolution of a corporation shall be instituted against Tenant or if a receiver or trustee shall be appointed of all or substantially all of the property of Tenant and such proceedings shall not be dismissed or such receivership or trusteeship vacated within thirty (30) days after such institution or appointment.

(c) If Tenant shall fail to pay Landlord any rent or additional rent as and when the same shall become due and payable and shall not make such payment within thirty (30) days after notice thereof by Landlord to Tenant.

(d) If Tenant shall fail to perform any of the agreements, terms, covenants, or conditions hereof on Tenant's part to be performed and such non-performance shall continue for a period within which performance is required to be made by specific provision of this lease or if no such period is so provided for a period of thirty (30) days after notice thereof by Landlord to Tenant or, if such performance cannot be reasonably had within such thirty (30) day period, Tenant shall not in good faith have commenced such performance within such thirty (30) day period and shall not diligently proceed therewith to completion.

(e) If Tenant shall vacate or abandon the Demised Premises.

(f) If this lease or the estate of Tenant hereunder shall be transferred to or shall pass to or devolve upon any other person or party, except in a manner permitted under Article 4 hereof.

If this lease shall be held by a permitted assignee or successors of Tenant, the provisions of paragraphs (a) and (b) above shall apply only to such assignee or successor while in possession of the Demised Premises.

If any such event shall occur and be continuing, Landlord shall have the right to cancel and terminate this lease, as well as all of the right, title and interest of Tenant hereunder, by giving to Tenant not less than thirty (30) days' notice of such cancellation and termination, and upon the expiration of the time fixed in such notice this lease and the term hereof, as well as all of the right, title and interest of Tenant hereunder, shall expire in the same manner and with the same force and effect, except as to Tenant's liability, as if the expiration of the time fixed in such notice of cancellation and termination were the end of the term herein originally demised.

Section 18.02. In the event of cancellation or termination of this lease either by operation of law, by issuance of a dispossessory warrant, by service of notice or cancellation or termination as herein provided, or otherwise, except as provided in Article 11 hereof, or in the event of a default referred to in paragraphs (c) or (e) of Section 18.01 Landlord may re-enter and repossess the Demised Premises, using such force for that purpose as may be necessary without being liable to prosecution therefor, and Tenant shall nevertheless remain and continue liable to Landlord in a sum equal to all net rent, additional rent and other charges payable hereunder for the remainder of the term herein originally demised.

If Landlord shall so re-enter, Landlord may repair and alter the Demised Premises in such manner as to Landlord may seem necessary or advisable, and/or let or relet the Demised Premises or any parts thereof for the whole or any part of the remainder of the term herein originally demised or for a longer period, in Landlord's name or as the agent of Tenant, and out of any rent collected or received from subtenants or as a result of such letting or reletting Landlord shall first pay to itself the cost and expense of retaking, repossessing, repairing and/or altering the Demised Premises, and the cost and expense of removing all persons and property therefrom; second, pay to itself the cost and expense sustained in securing any new tenant; and

if Landlord shall maintain and operate the Demised Premises the cost and expense of operating and maintaining the Demised Premises; and, third, pay to itself any balance remaining on account of the liability of Tenant to Landlord for the sum equal to all net rent, additional rent and other charges payable hereunder and unpaid by Tenant for the remainder of the term herein originally demised. No re-entry by Landlord, whether had or taken under summary proceedings or otherwise, shall absolve or discharge Tenant from liability hereunder.

Section 18.03. Tenant hereby expressly waives service of any notice of intention to re-enter. Tenant hereby waives any and all rights to recover or to regain possession of the Demised Premises or to reinstate or to redeem this lease or other right of redemption as permitted or provided by or under any statute, law or decision now or hereafter in force and effect.

Section 18.04. If this lease shall be cancelled and terminated as provided in Section 18.01, or if there shall be any breach of this lease referred to in paragraphs (a) or (b) of said Section 18.01, Tenant covenants and agrees, any other covenant in this lease to the contrary notwithstanding:

(a) That the Demised Premises shall be then in the same condition as that in which Tenant has agreed to surrender them to Landlord at the expiration of the term hereof;

(b) That Tenant, on or before the occurrence of any such event, shall perform any covenant contained in this lease for the making of any improvement, alteration or betterment to the Demised Premises, or for restoring any part thereof; and

(c) That, for the breach of any covenant above-stated in this Section 18.04, Landlord shall be entitled ipso facto without notice or without action by Landlord to recover and Tenant shall pay as and for liquidated damages therefor the then cost for performing such covenant.

Each and every covenant contained in this Section 18.04 shall be deemed separate and independent and not dependent upon other provisions of this lease, and the performance of any such covenant shall not be considered to be rent or other payment for the use of the Demised Premises. The damages for failure to perform the same shall be deemed in addition to and separate and independent of the damages accruing by reason of the breach of any other covenant contained in this lease.

Section 18.05. The rights and remedies given to Landlord in this lease are distinct, separate and cumulative, and no one of them, whether or not exercised by Landlord, shall be deemed to be in exclusion of any of the others herein or by law or in equity provided.

Section 18.06. The failure of Landlord to insist upon a strict performance of any of the agreements, terms, covenants and conditions hereof shall not be deemed a waiver of any rights or remedies that Landlord may have and shall not be deemed a waiver of any subsequent breach or default in any of such agreements, terms, covenants and conditions.

ARTICLE 19

NO REPRESENTATIONS BY LANDLORD

Section 19.01. At the commencement of the term, Tenant shall accept the buildings and improvements and any equipment on or in the Demised Premises in their existing condition and state of repair, and Tenant covenants that no representations, statements, or warranties, express or implied, have been made by or on behalf of Landlord in respect thereof, in respect of their condition, or the use or occupation that may be made thereof, and that Landlord shall in no event whatsoever be liable for any latent defects therein.

ARTICLE 20

END OF TERM

Section 20.01. Tenant shall, on the last day of the term, or upon the sooner termination of the term, peaceably and quietly surrender and deliver the Demised Premises to Landlord free of sub-tenancies (unless Landlord shall consent to the continuance thereof), broom-clean, including all buildings, replacements, changes, additions and improvements constructed, erected, added or placed by Tenant thereon, with all equipment in or appurtenant thereto, except all movable trade fixtures, in good condition and repair, reasonable wear and tear excepted.

Section 20.02. Any trade fixtures or personal property if not removed at such termination and if Landlord shall so elect, shall be deemed abandoned and become the property of Landlord without any payment or offset therefor. If Landlord shall not so elect, Landlord may remove such fixtures or property from the Demised Premises and store them at Tenant's risk and expense. Tenant shall repair and restore, and save Landlord harmless from, all damage to the Demised Premises caused by the removal therefrom, whether by Tenant or by Landlord, of all such trade fixtures and personal property.

ARTICLE 21

QUIET ENJOYMENT

Section 21.01. Landlord covenants that, so long as Tenant shall faithfully perform the agreements, terms, covenants and conditions hereof, Tenant shall and may peaceably and quietly have, hold and enjoy the Demised Premises for the term hereby granted without molestation or disturbance by or from Landlord and free of any encumbrance created or suffered by Landlord, except those to which this lease is made subject and subordinate as herein provided.

ARTICLE 22

ARBITRATION

Section 22.01. The settlement of a dispute or question hereunder shall be settled by arbitration in the City of Madison, Wisconsin, in accordance with the rules, then obtaining, of the American Arbitration Association by such Association, and judgment upon the award rendered may be entered in any court having jurisdiction thereof.

ARTICLE 23

ESTOPPEL CERTIFICATE

Section 23.01. Tenant shall, without charge, at any time and from time to time hereafter, within ten (10) days after request by Landlord, certify by a written instrument duly executed and acknowledged to any mortgagee or purchaser, or proposed mortgagee or proposed purchaser, or any other person, firm or corporation specified by Landlord, as to the validity and force and effect of this lease, in accordance with its tenor, as then constituted, as to the existence of any default on the part of any party thereunder, as to the existence of any offsets, counterclaims or defenses thereto on the part of Tenant, and as to any other matters which may be reasonably requested by Landlord.

ARTICLE 24

NOTICES

Whenever it is provided herein that notice, demand, request or other communication shall or may be given to or served upon either of the parties by the other, and whenever either of the parties shall desire to give or serve upon the other any notice, demand, request or other communication with respect hereto or the Demised Premises, each such notice, demand, request or other communication shall be in writing and, any law or statute to the contrary notwithstanding, shall be effective for any purpose if given or served as follows:

(a) If by Landlord, by mailing the same to Tenant by registered mail, postage prepaid, return receipt requested, addressed to Tenant at 1213 S. Homestead Street, Freeport, Illinois, or at such other address as Tenant may from time to time designate by notice given to Landlord by registered mail.

(b) If by Tenant, by mailing the same to Landlord by registered mail, postage paid, return receipt requested, addressed to Landlord at Cambridge, Wisconsin, or at such other address as Landlord may from time to time designate by notice given to Tenant by registered mail.

Every notice, demand, request or other communication hereunder shall be deemed to have been given or served at the time that the same shall be deposited in the United States mail, postage prepaid, in the manner aforesaid. Nothing herein contained however, shall be construed to preclude personal service of any notice, demand, request or other communication in the same manner that personal service of a summons or other legal process may be made.

ARTICLE 25

RIGHT OF FIRST REFUSAL

Tenant shall have the right of first refusal as to each of the parcels which are the subject matter of this lease. Landlord must give Tenant thirty days written notice of any bona-fide proposed sale and Tenant shall have thirty days thereafter to meet such terms. If Tenant fails to do so then such parcel or parcels may be sold free of such right of first refusal. A sale to a corporation or partnership controlled by Landlord ("control" meaning voting control of more than fifty per cent of the stock or partnership interest) is not a "sale" as such term is used hereunder. A transfer by gift, will or intestacy to a spouse or blood relative or a trust created for any of them is not a sale. If a transfer by Landlord does occur, either because Tenant refuses to exercise Tenant's right of first refusal or because the transfer is not a "sale", Tenant shall not be required to deal with more than one person as respects this lease at any time. If there are ever multiple owners they are required to delegate authority on their behalf to one person. If they fail to do so Tenant may deal with the owner (a) that Tenant in Tenant's good faith determines to own a larger share than any owner, or (b) if there are owners of equal shares to such of the owners as Tenant desires to treat as the agent for all the owners.

ARTICLE 26

OPTIONS TO RENEW

Tenant shall have three options to renew, each for five years. Written notice of exercise must be given at least sixty days before the expiration of the base term, the first renewal or the second renewal as the case may be. Each renewal term shall contain all of the agreements, terms and conditions as herein specified except that the term of each renewal shall be for five years.

ARTICLE 27

MISCELLANEOUS

Section 27.01. This lease contains the entire agreement between the parties and cannot be changed or terminated orally, but only by an instrument in writing executed by the parties.

Section 27.02. This agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

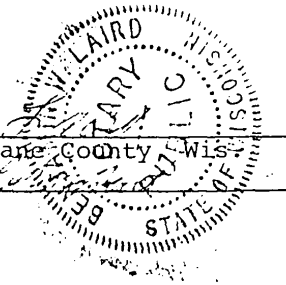
Section 27.03. The captions of the various articles of this lease and the table of contents preceding this lease but under the same cover are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this lease nor in any way affect this lease.

Section 27.04. The agreements, terms, covenants and conditions herein shall bind and inure to the benefit of Landlord and Tenant and their respective heirs, legal representatives, successors and, except as otherwise provided herein, their assigns. The parties agree to execute a short form lease in recordable form enabling notice hereof to be placed of public record.

Section 27.05. As between Louis A. Nett and Lyle King it is agreed that Louis A. Nett will indemnify and save harmless Lyle King from any liability that he might incur under this lease as a general partner of Nebraska Triple L Associates over and above his interest in said partnership. It is intended between Louis A. Nett and Lyle King that as between them Louis A. Nett will pay to Lyle King such monies as might be required to give Lyle King the same protection under this lease that he would have had if his investment in the Tenant would have been as a shareholder in a business corporation.

the person who executed the foregoing instrument, and to me known to be such General Partner of Nebraska Triple L Associates, a limited partnership, and acknowledged that he executed the foregoing instrument as such General Partner.

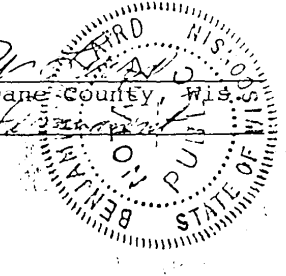
Benjamin W. Laird
 Notary Public, Dane County, Wis.
 My Commission: *10/1/76*



STATE OF WISCONSIN)
) ss.
 COUNTY OF DANE)

Personally came before me this *8th* day of September, 1976, the above named Louis A. Nett and Marilyn Nett, to be known to be the persons who executed the foregoing instrument and acknowledged the same.

Benjamin W. Laird
 Notary Public, Dane County, Wis.
 My Commission: *10/1/76*



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