

LEASE

LEASE made 6<sup>th</sup> day of March, 1985, between Lake Ridge Estates Golf and Country Club, and Lake Ridge Home Association, corporations organized under the laws of the State of Kansas, having their principal offices at Route 1, City of Ozawie, County of Jefferson, State of Kansas, herein referred to as Lessor, and J. J. & J. Inc., a corporation organized under the laws of the State of Kansas, and having it's principal offices at 323 N.W. 82nd, Topeka, Shawnee County, Kansas, herein referred to as Lessee.

RECITALS

1. Lessor is the sole owner of the premises described below, and desires to lease the premises to a suitable Lessee for business purposes.
2. Lessee desires to lease the premises for the purpose of conducting a business of golf course and country club.
3. The parties desire to enter a lease agreement defining their rights, duties, and liabilities relating to the premises. In consideration of the mutual covenants contained herein, the parties agree as follows:

Section 1: Subject and Purpose

Lessor leases the building, land and improvements located in the County of Jefferson, State of Kansas, and more particularly described as follows:

Beginning at the S.E. corner of the S.W. quarter of Section 24, T.10 S., R. 17 E., Jefferson County, Kansas; thence N. 89°11'20" W., along the South line of said S.W. 1/4; a distance of 923.88 feet to a point; said point being the S.E. corner of Lot 5 of Block N of said Lake Ridge Estates; thence N. 0°48'40" E., along the east line of said Lot 5, a distance of 130.00 feet to a point in the south right-of-way of said Rock Creek Drive; hence east along the South right of way of said Rock Creek Drive to the northwest corner of Lot 15 of Block R of said Lake Ridge Estates; thence S. 14°11'20" E. along the west line of said Lot 15, a distance of 130.00 feet to the southwest corner of said Lot 15; thence in an easterly and northerly direction along the rear lot lines of Lots 1 through 15 of said Block R to the N.W. corner of said Lot 1; thence S. 50°39'02" W. a distance of 580.00 feet to a point; thence deflecting to the left 80°, a distance of 150 feet to a point; thence deflecting to the right 33°, a distance of 160 feet to a point; thence in a southeasterly direction to the S.W. corner of Lot 16 of said Block R; thence S. 71°01'04" E. along the south line of said Lot 16, a distance of 142.79 feet to a point in the west right-of-way of said Rock Creek Drive; thence along the westerly and northerly right-of-way, a distance of 421.03 feet to a point; thence in a northwesterly direction along a line that is radial to the last described curve, a distance of 200.00 feet to a point; thence deflecting to the left 32°, a distance of 40 feet to a point; thence deflecting to the right 26°, a distance of 260.00 feet to a point; thence in a southwesterly direction to the S.E. corner

of Lot 6 of Block M of said Lake Ridge Estates; thence in a northerly direction along the rear lot lines of Lots 6 through 32 of said Block M; thence in a northeasterly direction deflecting left  $24^{\circ}30'$  from the prolongation of the north lot line of said Lot 32, a distance of 85 feet to a point; thence deflecting <sup>left</sup>  $78^{\circ}$ , a distance of 70 feet to a point; thence deflecting left  $57^{\circ}30'$ , a distance of 50 feet to a point; thence deflecting right  $52^{\circ}30'$ , a distance of 45 feet to a point; thence deflecting right  $35^{\circ}$ , a distance of 50 feet to a point; thence in a southwesterly direction to the northwest corner of Lot 35 of said Block M; thence in a northwesterly direction along the rear lot lines of Lots 36 through 49 to a point; thence in a northeasterly direction along the rear lot line of Lot 50 to a point; thence in a southeasterly direction along the rear lot lines of Lots 52 through 66 of said Block M to a point in the westerly right-of-way of Cherokee Lane; thence along the said westerly right-of-way, a distance of 247.85 feet to a point; thence in a southwesterly direction along a line that is radial to the last described curve, a distance of 55 feet to a point; thence deflecting to the left,  $75^{\circ}$ , a distance of 220 feet to a point; thence in a southeasterly direction to the S.W. corner of Lot 1 of Block Q of said Lake Ridge Estates; thence along the rear lot lines of Lots 1 through 23 of said Block Q to the S.E. corner of said Lot 23; thence N.  $50^{\circ}39'02''$  E., a distance of 346.72 feet to a point; thence N.  $0^{\circ}41'22''$  E., a distance of 365.72 feet to a point; said point being the S.E. corner of Lot 52 of said Block Q; thence along the rear lot lines of Lots 52 through 55 and also 57 through 67 of said Block Q to the N.W. corner of said Lot 67, thence in a northeasterly direction to the southwest corner of Lot 72 of Block M of said Lake Ridge Estates; thence S.  $89^{\circ}20'58''$  E. along the south lines of Lots 72 through 74 of said Block M, a distance of 210.00 feet to a point; thence N.  $0^{\circ}39'02''$  E. along the east line of said Lot 74, a distance of 130.00 feet to a point, said point being in south right-of-way of Lake Ridge Parkway; thence S.  $89^{\circ}20'56''$  E. along the south right-of-way of said Lake Ridge Parkway and Chicasha Lane, a distance of 483.35 feet to a point; said point being the N.W. corner of Lot 1 of Block S of said Lake Ridge Estates; thence S.  $0^{\circ}39'02''$  W. along the west line of said Lot 1, a distance of 130.00 feet to a point; said point being the S.W. corner of said lot 1, thence S.  $89^{\circ}20'58''$  E., a distance of 15.53 feet to the center of said Section 24; thence south along the east line of said S.W. 1/4 to the S.E. corner of the S.W. 1/4 of said Section 24; thence N.  $89^{\circ}11'20''$  W. along the S. line of the said S.W. 1/4 to the POINT OF BEGINNING, and all of Park Tract in Block O and P in Lake Ridge Estates, being more particularly described as follows: Beginning at the N.W. corner of Lot 8 of said Block O, said point being in the easterly right-of-way of Kiowa Drive; thence N.  $0^{\circ}39'19''$  E. along the said easterly right-of-way, a distance of 180.00 feet to a point, said point being the southwest corner of Lot 71 of said Block P; thence in an easterly direction along the rear lot lines of Lots 56

through 71 of said Block P to a point, said point being the S.E. corner of said Lots 56; thence in a southwesterly direction along the rear lot lines of Lots 20 and 21 of said Block P to the S.W. corner of said Lot 20; thence S.  $44^{\circ}40'41''$  E. along the south line of said Lot 20, a distance of 130.00 feet to a point on a curve; thence on said curve to the left having a central angle of  $35^{\circ}20'10''$ , a radius of 60.00 feet and a length of 37.00 feet to the N.W. corner of Lot 19 of said Block P; thence S.  $45^{\circ}19'19''$  W. along the west line of said Lot 19, a distance of 120.16 feet to a point in the north line of Lot 1 of said Block P; thence N.  $44^{\circ}40'41''$  W. along the said north line, a distance of 30.00 feet to the N.W. corner of said Lot 1; thence S.  $45^{\circ}19'19''$  W. along the west line of said Lot 1, a distance of 130.00 feet to a point in the north right-of-way of Lake Ridge Parkway; thence N.  $44^{\circ}40'41''$  W. along the north line of said Lake Ridge Parkway, a distance of 19.10 feet to a point, said point being the S.E. corner of Lot 18 of said Block O, thence N.  $45^{\circ}19'19''$  E. along the east line of said Lot 18, a distance of 130.00 feet to the N.E. corner of said Lot 18; thence in a northwesterly direction along the rear lot lines of Lots 8 through 18 of said Block O to the POINT OF BEGINNING; and beginning at the intersection point of the north right-of-way of Seneca Lake Road and the east right-of-way of Kiowa Drive; thence N.  $0^{\circ}39'19''$  E., a distance of 79.59 feet to a point in the south right-of-way of said Kiowa Drive; thence S.  $89^{\circ}20'41''$  E., along the south line of said Kiowa Drive, a distance of 450.00 feet to a point; thence N.  $0^{\circ}39'19''$  E. along the east right-of-way of said Kiowa Drive, a distance of 50.00 feet to a point, said point being the S.W. corner of Lot 1 of Block X of said Lake Ridge Estates; thence S.  $89^{\circ}20'41''$  E., along the south line of said Lot 1, a distance of 130.00 feet to the S.E. corner of said Lot 1; thence N.  $0^{\circ}39'19''$  E. along the East lines of Lots 1 through 9, Block X, to the N.E. corner of said Lot 9, said point being in the north line of the N.W.  $1/4$  of said Section 24; thence east along said north line, a distance of 240 feet to a point; thence south 250 feet to a point; thence east 110 feet to a point; thence deflecting to the right  $95^{\circ}$ , a distance of 230 feet to a point; thence deflecting to the right  $10^{\circ}$ , a distance of 210 feet to a point; thence deflecting to the left  $30^{\circ}$ , a distance of 160 feet to a point; thence deflecting to the left  $74^{\circ}$ , a distance of 95 feet to a point; thence deflecting to the left  $89^{\circ}30'$ , a distance of 545 feet to a point; thence in a northeasterly direction to a point that is in the north line of the N.W.  $1/4$  of said Section 24 and 540 feet east of the northeast corner of Lot 9, of said Block X; thence S.  $89^{\circ}21'38''$  E. along the north line of the N.W.  $1/4$  of said Section 24 to the NW. corner of Lot 1 of Block U of said Lake Ridge Estates; thence S.  $0^{\circ}52'12''$  W. along the rear lot lines of Lots 1 through 5 of Block U of said Lake Ridge Estates, a distance of 397.72 feet to a point; thence N.  $89^{\circ}07'48''$  W. along the north line of Lot 33, of said Block U, a distance of 142.52 feet to a point on a curve and in the easterly right-of-way of Shawnee Circle Lane; thence on said curve to the left having a central angle of

32°21'00", a radius of 185.00 feet and a length of 104.45 feet to a point; thence N. 58°31'12" E. along the south line of Lot 1 of Block W of said Lake Ridge Estates, a distance of 130.00 feet to a point; thence in a westerly direction along the rear lot lines of Lots 1 through 11 of said Block W to a point; thence in a southerly direction along the rear lot lines of Lots 12 through 18 of said Block W to a point, said point being the S.W. corner of said Lot 18; thence S. 84°07'48" E. along the south line of said Lot 18, a distance of 115.00 feet to a point on a curve; thence along said curve to the left, having a central angle of 86°24'32", a radius of 60.00 feet and a length of 90.49 feet to a point, said point being the N.W. corner of Lot 19 of said Block W; thence S. 50°52'12" W. along the north line of said Lot 19, a distance of 130.00 feet to a point; thence in a easterly and northerly direction along the rear lot lines of Lots 19 through 21 of said Block W; thence in a southerly and easterly direction along the rear lot lines of Lots 35 through 37 of said Block W to a point, said point being the S.E. corner of said Lot 37; thence in a northerly direction along the rear lot lines of Lots 38 through 45 of said Block W to a point in the south right-of-way of Shawnee Circle Lane, said point being the N.W. corner of said Lot 45; thence in an easterly direction along the southerly right-of-way line of Shawnee Circle Lane to the N.E. corner of Lot 34 of Block U of said Lake Ridge Estates; thence N. 89°07'48" W. along the north line of said Lot 34, a distance of 130.00 feet to a point; thence in a southerly direction along the rear lot lines of Lots 34 through 62 to a point in the north right-of-way of Lake Ridge Parkway; thence in a westerly direction along the said northerly right-of-way of Lake Ridge Parkway, a distance of 53.40 feet to a point; said point being the S.E. corner of Lot 55 of Block P of said Lake Ridge Estates; thence N. 15°52'34" E. along the east line of said Lot 55, a distance of 130.00 feet to a point; thence N. 61°18'28" W. along the north line of Lots 54 and 55 of said Block P, a distance of 129.75 feet to a point; thence in a northerly and westerly direction along the rear lot lines of Lots 37 through 52 of said Block P and 72 through 82 of said Block P to a point, said point being the N.W. corner of said Lot 72; thence S. 19°25'35" W. along the west line of said Lot 72, a distance of 100.00 feet to a point in the north right-of-way of said Seneca Lake Road; thence in a westerly direction along the north right-of-way of said Seneca Lake Road to the POINT OF BEGINNING. except that part herein described: Beginning at the N.E. corner of Lot 9, of Block X of Lake Ridge Estates; thence east along the north line of the N.W. 1/4 of Section 24, T. 10 S., R. 17 E., a distance of 240 feet to a point; thence S. 250 feet to a point; thence W. 130 feet to a point; thence deflecting to the left 108°, a distance of 175 feet to a point; thence deflecting to the right 5°, a distance of 325 feet to a point; thence west to the southeast corner of Lot 1 of said Block X; thence N. 0°39'19" E. along the rear lot lines of Lots 1 through 9 of said Block X to the POINT OF BEGINNING

Beginning at the SW corner of Lot 1, Block S, LAKE RIDGE ESTATES, a subdivision in Section 24, T.10-S, R-17E, Jefferson County, Kansas, as said subdivision plat is recorded in the office of the Register of Deeds of Jefferson County, Kansas; thence S-53°-06'-24" W., a distance of 151.14 feet to a point, thence N-61°-50'-58" W., a distance of 145.42 feet to a point, thence S-61°27'33" W., a distance of 136.78 feet to a point; thence S-50°-39'-02" W., a distance of 380.90 feet to a point; thence S-61°-19'-06" W., a distance of 133.41 feet to a point; thence S-76°-13'-12" W., a distance of 98.68 feet to a point; thence N-71°-41'-31" W., a distance of 401.29 feet to a point; thence N-18°-24'-32" W., a distance of 89.10 feet to a point; thence N-28°-55'-18" W., a distance of 88.76 feet to a point; thence N-44°-05'-26" W., a distance of 83.60 feet to a point; thence N-70°-50'-34" E., a distance of 320.65 feet to a point; thence S-81°-24'-40" E., a distance of 178.94 feet to a point; thence S-89°-20'-58" E., a distance of 461.89 feet to a point; thence N-0°-39'-02" E., a distance of 160.00 feet to a point; thence N-81°-15'-55" E., a distance of 183.97 feet to a point; thence N-0°-39'-02" E., a distance of 451.72 feet to a point; thence N-89°-07'-48" W., a distance of 42.00 feet to a point; thence N-0°-52'-12" E., a distance of 1148.49 feet to a point; thence S-89°-07'-48" E., a distance of 322.00 feet to a point; thence S-0°-52'-12" W., a distance of 955.20 feet to a point; thence S-33°-09'-42" W., a distance of 74.87 feet to a point; thence S-0°-52'-12" W., a distance of 580.80 feet to a point; thence S-20°-56'-31" E., a distance of 64.53 feet to a point, thence S-0°-39'-02" W., a distance of 130.00 feet to the point of beginning. This above described tract contained 20.06 acres more or less.

to Lessee for Lessee's use as follows: to conduct the business of running a golf course and country club.

In addition to the property above-described the Lessee leases from the Lessor certain items of personal property more particularly described in Schedule "A" hereto attached and made a part hereof.

Section 2: Term and Rent. \*SEE AMENDMENT. CHANGE AT THE REQUEST OF LESSEE.

Lessor demises the above premises for a term of five (5) years, commencing the 1st day of April, 1985, and terminating on the 31st day of March, 1990, at the rental of \$1.00 per year and other valuable consideration. All rental payments shall be made to Lessor at the address specified above. Lessee shall pay the rent as specified herein and in Section 3 hereof.

Section 3: Additional Rent

All taxes, charges, costs and expenses that Lessee assumes or agrees to pay hereunder, together with all interest and penalties that may accrue hereon, in the event of the failure of Lessee to pay those items, and all other damages, costs, expenses, and sums that Lessor may suffer or incur, or that may become due, by reason of any default of Lessee or failure by Lessee to comply with the terms and conditions of this Lease shall be deemed to be additional rent, and in the event of non-payment, Lessor shall have all the rights, and remedies as herein provided for failure to pay rent.

#### Section 4: Alterations, Additions, and Improvements

a. Subject to the limitation that no substantial portion of the building on the defined premises shall be demolished or removed by Lessee without prior written consent of Lessor, and if necessary, of any mortgagee, Lessee may at any time during the Lease term, subject to the conditions set forth below, at his own expense, make any alterations, additions or improvements in and to the demised premises and the building. Alterations shall be performed in a workman like manner and shall not weaken or impair the structural strength or lessen the value, of the building on the premises or change the purposes for which the building, or any part thereof may be used.

b. Conditions with respect to alterations, additions, or improvements are as follows:

(1) Before commencement of any work, all plans and specifications shall be filed with and approved by all governmental departments or authorities having jurisdiction and any public utility company having an interest therein, and all work shall be done in accordance with requirements with local regulations. The plans and specifications for any alterations estimated to cost \$2,500 or more, shall be submitted to Lessor for written approval prior to commencing work.

(2) Prior to commencement of any work, Lessee shall pay the amount of any increase in premiums on insurance policies provided for herein because of endorsements to be made covering the risk during the course of work. In addition, if the estimate cost of work shall exceed \$10,000, Lessee shall, without cost to Lessor, furnish Lessor with a performance bond written by a surety, acceptable to Lessor, in an amount equal to the estimated cost of the work, guaranteeing the completion of work, free and clear of liens, encumbrances, and security interests, according to the approved plans and specifications.

(3) That Lessor shall not unreasonably withhold approval for improvements, and/or work alterations in the premises if they meet the above-entitled and required standards when it is deemed by the part of the Lessee that it would be financially beneficial for him to make said alterations and changes; and that said Lessor shall promptly respond to each request for alterations or improvements on said property. Within fifteen (15) days of the presentation, Lessor shall respond to any suggested alterations or plans, furnished hereunder.

(4) Lessee may create a financial encumbrance on any and all moveable trade fixtures as set out in paragraph (c) below;

c. All alterations, additions and improvements on or in the demised premises at the commencement of the term, and that may be erected or installed during the term, shall become part of the demised premises and the sole property of Lessor, except that all moveable trade fixtures installed by Lessee shall be and remain the property of Lessee.

#### Section 5: Repairs

Lessee shall, at all times during the Lease and at it's own cost and expense, repair and maintain in a good, safe, and substantial condition all buildings and any improvements, additions, and alterations thereto, on the demised premises, and shall use all reasonable precaution to prevent waste, damage or injury to the demised premises.

#### Section 6: Taxes

Lessee shall pay on or before the last day on which payment may be made without penalty or interest, all taxes, assessments,

or other governmental charges that shall or may during the Lease term be imposed on or arise in connection with the use of the demised premises or any part thereof. Lessee shall pay all taxes assessed in lieu of or in addition to the foregoing, under all present or future law of all governmental authorities whatsoever. Lessee 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 on the conversion Lessee shall be obligated to pay only those installments that may become due during the Lease. Lessee shall, within 10 days after the time provided for the payment of any tax or other governmental charge by Lessee, produce, and exhibit to Lessor satisfactory evidence of payment. It is the intention of the parties that the rent herein is net rental and Lessor shall receive the same from all taxes that are made payable by lessee.

#### Section 7: Utilities

All applications and connections for necessary utility service on the demised premises shall be made in the name of Lessee only, and Lessee shall be solely liable for utility charges as they become due, including those for sewer, water, gas, electricity and telephone services.

#### Section 8: Insurance

In addition to the rental payments, Lessee shall carry fire and extended coverage insurance on the demised premises during the entire term of this lease in an amount equal to at least 100 percent of the appraised value of the buildings and all additions or improvements made thereon by either party, written by a reliable insurance company or companies authorized to do business in the State of Kansas. Policies shall be written in the names of and for the benefit of Lessor and Lessee as their respective interest may appear. Lessee shall also furnish Lessor contingent liability insurance at the expense of Lessee, with a company authorized to do business in the State of Kansas in a sum of \$100,000 in case of injury or damage to one person, \$500,000 in case of injury to more than one person in the same accident or occurrence, and \$100,000 for property damage.

This insurance shall be procured at the time of delivery of the possession of the premises to Lessee, and shall be kept and maintained in full force during the entire term of this lease at the expense of Lessee. The amount of the insurance shall be adjusted as additions or improvements are made to the demised premises by the parties.

In the event of failure of Lessee to procure the required insurance and to pay the premiums thereon, or properly maintain and keep in force the insurance, Lessor shall have the right and privilege to procure the insurance and to pay the premiums thereon, which amount shall be deemed additional rent, and shall be due and payable with the next installment of rent due thereafter from Lessee.

All insurance provided by Lessee as required by this section shall be carried in favor of Lessor and Lessee as their respective interests may appear, and in case of insurance against damage to the demised premises by fire or other casualty, shall provide that loss, if any, shall be adjusted with and be payable to Lessor.

All insurance shall be written with responsible companies that Lessor shall approve, and the policies shall be held by Lessor or, when appropriate by the holder of any mortgage, in which case, copies of the policies or certificates of insurance shall be delivered by Lessee to Lessor. All policies shall require 30 days notice by registered mail to Lessor of any cancellation or change affecting any interest of Lessor. Provided however, that lessor shall not arbitrarily disapprove any insurance company licensed to do business in the state of Kansas.

### Section 9: Indemnification

Lessee shall indemnify Lessor against all claims, demands, causes of actions, suits or judgments, including expenses incurred in connection therewith, for death or injuries to persons or for loss of or damage to property arising out of or in connection with the use and occupancy of the demised premises by Lessee, his agents, employees, or invitees.

Lessee shall indemnify Lessor from all liability arising during the Lease term for an injury to person or property, occasioned wholly on his part by any act or omission or of his guest, employees, assigns or sublessee. Lessee shall indemnify Lessor against any claim arising from any accident, injury or damage, whatsoever, occasioned by himself and/or his employees, assigns or sublessees to any person or his employees, assigns or sublessees to any person or property which occurs during the Lease term, for which he would be culpable by or through his employees, agents or guests.

Lessee shall indemnify Lessor against any penalties, damages or charges imposed for any violation of any law, statute, or ordinance, occasioned by the negligence of Lessee or those holding under Lessee or otherwise.

Should any action be commenced in which Lessor is a named party defendant due solely through the acts of the Lessee, his employees or agents and the Lessor is not defended by other counsel, as provided by and through insurance coverage or counsel of defendant Lessee and a like nature, and where their interests are not united and common, on demand, the Lessee shall pay Lessor's counsel fee and any damage or other awards resulting from such action. Lessee shall, at all times, indemnify Lessor against any judgment resulting as aforesaid, providing that Lessee was culpable in causing the same and no independent action of the Lessor created or caused the same.

Lessor shall not be responsible for any damage, injury, or death arising from any act or omission in connection with Lessee's operation, management, or maintenance of any equipment or facilities on the demised premises. Lessee shall assume all of such liability, and indemnify Lessor against any liability arising therefrom.

### Section 10: Unlawful or Dangerous Activity

Lessee shall neither use or occupy the demised premises or any part thereof for any unlawful, dispicable or ultrahazardous business purpose, nor operate or conduct his business in a manner constituting a nuisance of any kind. Lessee shall immediately, upon discovery of any unlawful, disreputable, or ultrahazardous use, take action to halt such activity.

### Section 11: Default or Breach

Each of the following events shall constitute a default or breach of this lease by Lessee:

(1) If Lessee, or any successor or assignee of Lessee, while in possession, shall file a Petition in Bankruptcy or insolvency or for reorganization under any Bankruptcy Act, or shall voluntarily take advantage of any such act by answer or otherwise, or shall make an assignment for the benefit of creditors.

(2) If involuntary proceedings under any bankruptcy law or insolvency act shall be instituted against Lessee, or if a receiver or trustee shall be appointed of all or substantially all of the property of Lessee, and such proceedings shall not be dismissed or the receivership or trusteeship vacated within 20 days after the institution or appointment.

(3) If at any time after the initial period of this lease, Lessee shall fail to pay Lessor any rent, or



additional rent when the rent shall become due and shall not pay the payment within thirty (30) days after notice hereof by Lessor to Lessee.

(4) If, at any time after the first term herein the Lessee shall fail to perform or comply with any of the conditions of this lease and if the nonperformance shall continue for a period of sixty (60) days after notice thereof by Lessor to Lessee, or if th performance cannot be reasonably had within the sixty (60) day period, Lessee shall not, in good faith have commenced performance within the sixty (60) day period, and shall not diligently proceed to completion of performance.

(5) If Lessee shall vacate or abandon the demised premises.

(6) If this lease or the estate of Lessee hereunder shall be transferred to or shall pass to or devolve on any other person or party, except in the manner herein permitted.

(7) If Lessee fails to take possession of the demised premises on the term commencement date, or within 10 days after notice that the demised premises are available for occupancy, if the term commencement date is not fixed herein, or shall be deferred as herein provided.

#### Section 12: Effect Of Default

In the event of any default hereunder, as set forth in Section 11, the rights of Lessor shall be as follows:

(1) Lessor shall have the right to cancel and terminate this Lease, as well as all of the right, title and interest of Lessee hereunder, by giving to Lessee not less than 30 days notice of the cancellation and termination. On expiration of the time fixed in the notice, this Lease and the right, title and interest of Lessee hereunder, shall terminate in the same manner and with the same force and effect, except as to Lessee's liability, as if the date fixed in the notice of cancellation and termination were the end of the term herein originally determined.

(2) Lessor may elect, but shall not be obligated, to make any payment required of Lessee herein or comply with any agreement, term, or condition required hereby to be performed by Lessee, and Lessor shall have the right to enter the demised premises for the purpose of correcting or remedying any such default and to remain until the default has been corrected or remedied, but any expenditure for the correction by Lessor shall not be deemed to waive or release the default of Lessee or the right of Lessor to take any action as may be otherwise permissible hereunder in the case of any default.

(3) Lessor may, after all provisions are covered in the event of a default herein have been expended, and the Lessee has wholly failed to remove his property therefrom, enter said property and remove the property of the Lessee and put the same in public storage, pending the recovery by the Lessee and at his expense. That the Lessor shall be entitled to all damages as provided by law in the State of Kansas;

(4) After reentry, Lessor may relet the premises or any part thereof on such terms or conditions as he may choose.

#### Section 13: Destruction of Premises

In the event of a partial destruction of the premises during the term from any cause, lessor shall forthwith repair the same, provided the repairs can be made within 180 days under the laws and regulations of applicable governmental authorities. Any partial destruction shall neither annul nor void this lease, except that Lessee shall be entitled to a proportionate reduction

of rent while the repairs are being made. Any proportionate reduction being based on the extent to which the making of repairs shall interfere with the business carried on by Lessee in the premises. If the repairs cannot be made within the specified time, Lessor may, at Lessor's option, make repairs within a reasonable time, this lease continuing in full force and effect and the rent to be proportionately rebated as previously set forth in this section. In the event that Lessor does not elect to make repairs that cannot be made in the specified time, or those repairs cannot be made under the laws and regulations of the applicable governmental authorities, this lease may be terminated at the option of either party. Should the building or the demised premises be destroyed to the extent of not less than 80 percent of the replacement cost thereof, this lease shall be terminated.

#### Section 14: Condemnation

Rights and duties in the event of condemnation are as follows:

(1) If the whole of the demised premises shall be taken or condemned by any competent authority for any public or quasi public use or purpose, this lease shall cease and terminate as of the date on which title shall vest, thereby in that authority, and the rent reserved hereunder shall be apportioned and paid up to that date.

(2) If only a portion of the demised premises shall be taken or condemned, this Lease and the term hereof shall not cease or terminate, but the rent payable after the date on which Lessee shall be required to surrender possession of such portion, shall be reduced on proportion to the decreased use suffered by Lessee as the parties may agree, or as shall be determined.

(3) In the event of any taking or condemnation in whole or in part, the entire resulting award of consequential damages shall belong to Lessor without any deduction herefrom for the value of the unexpired term of this lease, or for any other estate or interest in the demised premises, now or later vested in Lessee. Lessee assigns to Lessor all his right, title, and interest in any and all such awards.

(4) In the event of a partial taking, Lessee shall promptly proceed to restore the remainder of the building on the demised premises to a self contained architectural unit, and Lessor shall pay to Lessee the cost of restoration but in no event to exceed a sum equal to the amount of the separate award made to and received by Lessor for consequential damages. In the event there is no separate award for consequential damage, the value shall be fixed and settled as the parties may agree or as shall be determined. The balance of any separate award or allocated amount not so used shall belong to and be retained by Lessor as it's sole property.

(5) In case of any governmental action not resulting in the taking or condemnation of any portion of the demised premises, but creating a right to compensation therefore, or if less than a fee title to all or any portion of the demised premises shall be taken or condemned by any governmental authority for temporary use or occupancy, this lease shall continue in full force and effect without reduction or abatement of rent, and the rights of the parties shall be unaffected by the other provisions of this section, but shall be governed by applicable law.

#### Section 15: Subordination

This lease and all rights of Lessee hereunder, shall be subject and subordinate to any lien or mortgages currently in existence on the said premises. That in the event that a further

lien or mortgage become necessary on the part of the Lessor, that the Lessee be notified and provided ten (10) days notice. In the event that the Lessee may feel insecure in the improvements and progress of his operation on the said premises and that the said Lessee shall assume or be held responsible for any notes or mortgages on any of the Lessor's obligations and that it is fully understood that any equipment which would be subject to be moved by the Lessee under the terms herein, shall not be included on any mortgage or obligation incurred by Lessor. The Lessee, shall at no time unreasonably withhold his consent to subordinate this lease to any and all mortgage and liens which the Lessor feels may become necessary in the future.

The Lessors currently have an outstanding mortgage and note obligation on the golf course herein, in the sum of approximately \$75,000. It is expressly understood that in the event that the lending institution on the said sum of \$75,000\* call its note, or in any way interfere with the premises of the terms of this Lease herein, that the Lessor shall guarantee and pay the Lessee all actual expenses of which he has made hereon, up to the sum of \$50,000; provided that this acknowledgment and agreement of the Lessor shall be backed by a lien on said premises not covered under the mortgage currently existing.

\*THIS MORTGAGE WAS CLEARED BY THE  
HOME ASSOC. IN 1985.

#### Section 16: Access to Premises

Lessee shall permit Lessor, or it's agents, to enter the demised premises to inspect the premises or make repairs that Lessee has failed, for fifteen (15) days to make, after notice, in accordance with the provisions of this lease and after notice to show the premises to prospective buyers. At any time during a period of one (1) year prior to the expiration of the terms of this lease, the Lessor, upon proper notice and consent by the Lessee shall be allowed to show the premises to persons or parties wishing to rent the premises thereafter.

#### Section 17: Easements, Agreements or Encumbrances

The parties shall be bound by all existing easements, agreements, and encumbrances of a record relating to the demised premiss, and Lessor shall not be liable to Lessee for any damages resulting from any action taken by a holder of an interest pursuant to the rights of that holder thereunder.

#### Section 18: Quiet Enjoyment

Lessor warrants that Lessee shall be granted peaceable and quiet enjoyment of the demised premises free from any eviction or interference by Lessor if Lessee pays the rent and other charges provided herein, and otherwise fully and punctually performs the terms and conditions imposed on Lessee.

#### Section 19: Liability of Lessor

Lessee shall be in exclusive control and possession of the demised premises, and Lessor shall not be liable for any injury or damages to any property or to any person on or about the demised premises nor for any injury or damage to any property of Lessee. The provisions herein permitting Lessor to enter and inspect the demised premises are made to insure that Lessee is in compliance with the terms and conditions hereof and makes repairs that Lessee has failed to make. Lessor shall not be liable to Lessee for any entry on the premises for inspection purposes.

#### Section 20: Rent Abatement

No abatement, diminution, or reduction of rent shall be claimed or allowed to Lessee or any person claiming under him under any circumstances, whether for inconvenience, discomfort,

interruption of business or otherwise arising from the making of alterations, improvements or repairs to the premises, because of any governmental laws 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 except as provided in Section 14.

#### Section 21: Representations by Lessor

At the commencement of the term, Lessee shall accept the buildings and improvements and any equipment in their existing condition and state of repair, and Lessee agrees that no representations, statements or warranties, express or implied, have been made by or on behalf of Lessor in respect hereto except as contained in the provisions of this lease, and Lessor shall in no event be liable for any latent defects.

#### Section 22: Waivers

The failure of Lessor to insist on a strict performance of any of the terms and conditions hereof shall be deemed a waiver of the rights or remedies that Lessor may have regarding that specific instance only, and shall not be deemed a waiver of any subsequent breach or default in any terms and conditions.

#### Section 23: Notice

All notices to be given with respect to this lease shall be in writing. Each notice shall be sent by registered or certified mail, postage prepaid and return receipt requested to the party to be notified at the address set forth herein or at such other address as either party may from time to time designate in writing. Every notice shall be deemed to have been given at the time it shall be deposited in the United States mail in the manner prescribed herein. Nothing contained herein shall be construed to preclude personal service of any notice in the manner prescribed for personal service of a summons or other legal process.

#### Section 24: Assignment, Mortgage, or Sublease

Neither Lessee nor his successors or assigns shall assign, mortgage, pledge, or encumber this lease or sublet the demised premises in whole or in part, or permit the premises to be used or occupied by others, without the prior, written consent of the Lessor.

#### Section 25: Option to Renew \*SEE AMENDMENT. CHANGED ON

REQUEST OF LESSEE.  
Lessor grants to Lessee, an absolute option to renew this lease for four (4) successive periods of five (5) years each on the following terms and conditions:

1. No default is existing or continuing in the performance of any of the terms of this lease.
2. Each renewal term shall be on the same terms, covenants and conditions as herein provided, except that there shall be no privilege to extend or renew the term of this lease for any period of time beyond the expiration of the fourth (4th) term.
3. The Lessee shall give notice of his desire to exercise these options, in writing, ninety (90) days prior to the expiration of this lease and any subsequent terms in increments of five years hereof. Any additional terms of this lease, after the initial five years shall have a rental, payable to the Lessor from the Lessee, at a negotiated amount which shall not exceed six percent (6%) of the gross income (Gross Income shall include memberships, green fees, dues and cart rentals, concession stands and vending machines, bar, ~~apparel~~ and pro shop), with all other terms and conditions of the renewed lease to be given the same as those contained herein.

It is herein expressly understood that in the event the Lessor refuses, without cause to renew said lease after the initial five year period, and within the term of this lease, including extensions, the Lessor shall pay to the Lessee in the way of liquidated damages and for, and in consideration of his expertees and efforts in operating the golf course and country club herein, an amount as follows:

- a. If gross income is \$150,000 or less for any single year, there shall be no further payment to Lessee.
- b. If gross income is between \$150,000 and \$200,000 per annum, the Lessor, his assigns, or successor in interest shall pay the Lessee ten percent (10%) of said gross income per annum.
- c. If said gross income is of \$200,000 or more, Lessor, his assigns, or successors in interest shall pay, per annum, the Lessee the sum of fifteen percent (15%) of gross income for a period of ten (10) years.
- d. For the next following ten year period, the Lessor, his assigns or successor in interest shall pay the Lessee the sum of ten percent (10%) of the gross income per annum.

Section 26: Records and Accounting

Lessee shall maintain a complete set of books, records and accounts of all business transactions conducted by Lessee. That during any period after the initial five-year term of this lease, the Lessee shall make records available for inspection by Lessor, or his authorized agent, once per month upon prior notice given to the Lessee.

During any term, after the initial <sup>AMENDED AT REQUEST OF LESSEE</sup> period herein, the Lessee shall furnish to Lessor, monthly statements containing gross sales figures as defined below. The statements will be delivered by the 20th day of each month, covering the calendar month immediately preceding and shall be accompanied by payment from Lessee of the net additional rental due, if any. ON 1/9/92.

Provided however that upon demand, a certified copy of the profit and loss statement and balance sheet shall be provided to Lessors, if desired, once each quarter.

Gross Sales, as used herein includes all sales and revenue generated from memberships, green fees, dues and cart rentals, concession stands and vending machines, ~~BAR DELETED~~ and pro shop. There shall be excluded from gross sales, the amount AT THE REQUEST of sales tax or excise taxes based on sales imposed by government-OF LESSEE. tal taxing authority.

Lessor may demand that the records of Lessee be audited upon the conclusion of each business year of Lessee, or more often if Lessor disagrees with the statements furnished by Lessee, the costs of these audits will be paid by Lessor, unless a statement is found inaccurate, in which case, Lessee shall bear all costs of the audit and immediately pay any additional rent due. The acceptance by Lessor of the additional rental payments determined due by the certified statement shall not be deemed as admission by Lessor of the accuracy of the statements.

Section 27: Surrender of possession

Lessee, shall, on the last day of the term, or on earlier termination and forfeiture of the lease, peacefully and quietly surrender and deliver the demised premises to Lessor free of subtenancies, including all buildings, additions and improvements

constructed or placed thereon by Lessee, except by moveable trade fixtures, all in good condition and repair. Any trade fixtures or personal property not used in connection with the operation of the demised premises and belonging to Lessee, if not removed at the termination or default, and if Lessor shall so elect, shall be deemed abandoned and may become the property of Lessor without any payment or offset therefore. Lessor may remove such fixtures or property from the demised premises and store them at the risk and expense of Lessee if Lessor shall not so elect. Lessee shall repair and restore all damage to the demised premises caused by the removal of equipment, trade fixtures, and personal property.

#### Section 28: Remedies of Lessor

(a) In the event of a breach or a threatened breach by Lessee of any of the terms or conditions hereof, Lessor shall have the right of injunction to restrain Lessee and the right to invoke any remedy allowed by law or in equity, as if the specific remedies of indemnity or reimbursement were not provided herein.

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

(c) In all cases hereunder, and in any suit, action, or proceeding of any kind between the parties, it shall be presumptive evidence of the fact of the existence of a charge being due if Lessor shall produce a bill, notice, or certificate of any public official entitled to give that notice to the effect that such charge appears of record on the books in his office, and has not been paid.

(d) No receipt of money by Lessor from Lessee after default or cancellation of this Lease in any lawful matter, shall (1) reinstate, continue, or extend the term or effect any notice given to Lessee, (2) operate as a waiver of the right of Lessor to enforce the payment of rent and additional rent then due or falling due, or (3) operate as a waiver of the right of Lessor to recover possession of the demised premises by proper suit, action, proceeding or other remedy. After (1) Service of notice of termination and forfeiture as herein provided and at the expiration of the time specified herein (2) the commencement of any suit, action, proceeding, or other remedy, or (3) final order or judgment for possession of the demised premises, Lessor may demand, receive, and collect any monies due, without in any manner affecting such notice, order or judgment. Any and all such monies so collected shall be deemed to be payment on account of the use and occupation of the demised premises or at the election of Lessor, on account of the liability of Lessee hereunder.

#### Section 29 : Liens

(a) Lessee's Duty to Keep Premises Free of Liens. Lessee shall keep all of the premises and every part thereof and all buildings and other improvements at any time located thereon, free and clear of any and all mechanics, materialmen, and other liens for or arising out of or in connection with work or labor done, services performed, or materials or appliances used or furnished for or in connection with any operations of Lessee, any alteration, improvement, repairs, or additions which Lessee may make or permit or cause to be made, or any work or construction by, for, or permitted by Lessee on or about the premises, or any obligations of any kind incurred by Lessee, shall at all times promptly and fully pay and discharge all claims on which any such lien may or could be based, and shall indemnify Lessor and all of the premises and all buildings and improvements thereon against all such liens and claims of liens and suits or other proceedings pertaining thereto. Lessee shall give Lessor written notice of not less than 30 days in advance of the commencement of any construction, or alteration, addition, improvement, or repair costing in excess of \$2,500, in order that Lessor may post appropriate notices of Lessor's nonresponsibility.

(b) Contesting Liens. If Lessee desires to contest any such lien, it shall notify Lessor of it's intention to do so within 10 days after the filing of such lien. In such case and provided that Lessee shall on demand protect Lessor by a good and sufficient surety bond against any such lien and any cost, liability, or damage arising out of such contest, Lessee shall not be in default hereunder until 10 days after the final determination of the validity thereof, within which time Lessee shall satisfy and discharge such lien to the extent held valid; but the satisfaction and discharge of any such lien shall not, in any case, be delayed until execution is had on any judgment rendered thereon, and such delay shall be a default of Lessee hereunder. In the event of any such contest, Lessee shall protect and indemnify Lessor against all loss, expense and damage resulting therefrom.

### Section 30: Lease of Schedule A Property

In addition to the demised premises, Lessee also leases from the Lessor of the demised premises, certain equipment and personal property described in schedule "A" hereto attached and made a part hereof, under the following conditions:

1. Lessor shall at all times retain ownership and title of the leased equipment. Lessee will at all times protect and defend at it's own cost and expense, the ownership of Lessor from and against all claims, liens, and legal processes of creditors of the Lessee and will keep all the leased equipment free and clear from all such claims, liens, and processes.

2. Any replacements made by Lessee and any additions thereto, made, with or without Lessor's consent, shall become and remain the property of the Lessor at the expiration of this Lease in the same manner as though such replacements were in or on such equipment at the time of the commencement of this Lease.

3. At the termination of this Lease, the Lessee shall return the equipment to the Lessor in the same condition in which they were received by Lessee, ordinary wear and tear and natural depreciation accepted. Lessee shall, at it's own expense, make all repairs and replacements to the equipment during the continuance of this Lease, necessary to keep and maintain the vehicles in good mechanical condition and repair, including all repairs occasioned by accident.

4. The Lessee shall indemnify and keep the Lessor harmless from any and all claims for personal injury or property damage resulting from, or which is incidental to the operation of the equipment during the term of this Lease. The Lessee, at it's own expense, shall keep effective during the entire term of this Lease, an insurance policy insuring the Lessor is named insured against liability for personal injury with limits of at least 100,000, and against liability for property damage with the limit of at least \$100,000. The insurance shall be placed with an insurance company reasonably satisfactory to Lessor. The policy or a certificate thereof shall be delivered to the Lessor prior to delivery of the equipment to Lessee.

5. The Lessee shall not part with possession or control of the equipment or attempt or purport to sell, pledge, mortgage, or otherwise encumber any of the Leased equipment, or otherwise dispose of or encumber any interest under this Lease without consent of Lessor.

### Section 31: Total Agreement; Applicable to Successors

This lease contains the entire agreement between the parties and cannot be changed or terminated except by written instrument subsequently executed by the parties hereto. This lease and the terms and conditions hereof applied to and are binding on the heirs, legal representatives, successors, and assigns of both parties.

Section 32: Applicable Law

This agreement shall be governed by and construed in accordance with the laws of the state of Kansas.

Section 33: Time of the Essence

Time is of the essence in all provisions of this lease.

IN WITNESS WHEREOF, the parties have executed this lease at Topeka, Kansas, in the day and year first above written.

LESSOR:

LESSEE:

W. L. Merrifield  
W. L. MERRIFIELD  
President of Lake Ridge Estates  
Golf and Country Club and Lake  
Ridge Home Association

Rich Allen Farrant  
RICK ALLEN FARRANT  
President of J.J. & J. Inc.

Norma L. Moyers  
NORMA L. MOYERS  
Secretary of Lake Ridge Estates  
Golf and Country Club and Lake  
Ridge Home Association

STATE OF KANSAS )  
COUNTY OF Shawnee ) ss:

BE IT REMEMBERED that on this 2nd day of March, 1985, before me, the undersigned, a notary public in and for the County and State aforesaid, came W. L. Merrifield, who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the day and year last above written.

Davis J. Koeder  
Notary Public

My Commission Expires:  
June 30, 1986



AGREEMENT BETWEEN LREG&CC AND JJ&J INC.

Regarding use of the John Deere Back Hoe which is the property of Lake Ridge Estates Home Association, Inc., Water District number 11 and Sewer District #7.

Lake Perry Country Club will have the privilege to use the John Deere Back Hoe to maintain the Lake Ridge Estates property which they have under lease.

For this privilege, Lake Perry Country Club agrees to keep the Back Hoe serviced, fueled and ready to operate at all times. Cost of repairs will be divided equally between (1) Lake Perry Country Club (2) Lake Ridge Estates Home Association, Inc. (3) Water and Sewer Districts #11 and #7 respectively.

It must be understood that Water District #11 will always have first priority on its usage and must be kept apprised of anything unusual regarding the workability or the tie up point of this piece of machinery.

Signed: W. L. Merrifield Date: 11-26-86

W. L. Merrifield  
President Lake Ridge Est.  
Home Assoc.

Rick Farrant Date: 11-26-86

Rick Farrant  
President JJ&J Inc.



ADDENDUM TO LEASE AGREEMENT BETWEEN LREG&CC AND JJ&J INC.  
Dated March 6, 1985

Lake Ridge Estates Home Association hereby agrees to stand one-third of the cost of a new liner for the swimming pool when replacement of said liner is the result of normal usage and is in no way the result of negligence on the part of the Lessee.

SECTION 30: Lease of Schedule "A" Property  
List of Golf Course Equipment as of Oct. 22, 1986

1969 Dodge 1/2 ton pickup	ID. No. 1187143909
Ford 3000 Tractor	Ser. C269245
Cushman Truckster	Ser. 898507-7410
Jacobsen Greens King II	Ser 62219 10477
Jacobsen Turf King	Ser. 67645 4808
John Deere 1530 Tractor	Ser. 113792L
John Deere Sickle Bar	Ser. 336106E
John Deere 5' Brush Hog	Ser. 602398
Box Blade	Ser. TY0050A1073
Broyhill Sprayer	Model #1089DC
HTM-175 Fairway Mower (Toro)	Model 33877
John Deere 935 Deck Mower	Ser. M010708537520
John Deere Weedeater	Mod. 82G
Dayton ARC Welder (230 AMP)	Ser. W 461218
Power Spike	N/A
Drill Machine 5-Speed Heavy Duty	Ser. 44095
Battery Charger (100 AMP)	Model 141-29
Grinding Machine	Ser. 78 5408
Gasoline Tank (300 Gal.)	N/A
Snyder Spray Tank (25 Gal.)	None shown
Cushman Topdresser	None shown

Signed:

\_\_\_\_\_  
W. L. Merrifield  
President Lake Ridge Estates  
Home Assoc.

\_\_\_\_\_  
Rick Farrant  
President JJ&J Inc.

A M E N D M E N T

The following amends Lease made 6th day of March, 1985, between Lake Ridge Estates Golf and Country Club, and Lake Ridge Home Association, corporations organized under the laws of the State of Kansas, having their principal offices at Route 1, City of Ozawkie, County of Jefferson, State of Kansas, herein referred to as Lessor, and J.J.&J. Inc., a corporation organized under the laws of the State of Kansas, and having it's principal offices at 323 N.W. 82nd, Topeka, Shawnee County, Kansas, herein referred to as Lessee.

Delete Section 2: Term and Rent. Insert the following:

Section 2: Term and rent

Lessor demises the above premises for a term of three (3) years, commencing the 1st day of April, 1985, and terminating on the 31st day of March, 1988, at the rental of \$1.00 per year and other valuable consideration. Then Lessor demises the above premises for a term of thirty-two (32) years commencing the 1st day of April, 1988 at the rental of \$1.00 per year and other valuable consideration for the years of 1988 and 1989. Annual rent commencing the 1st day of April, 1990, and running until the termination date of the lease, shall be determined by the schedule set forth in section 25 of this amendment. The annual rent commencing 1st day of April, 1990 will be due and payable the 1st day of April, 1991 and determined by the gross income for the calender year 1990.

Page 8, Section 11: Default or Breach

Paragraph (3) If at any time (delete) "after the initial period of this lease"

Paragraph (4) If, at any time (delete) "after the first term herein"

Page 12, Section 25: Option to renew

Delete the entire section and substitute the following:

Section 25: Sliding rent schedule.

Commencing 1st day of April, 1990 the annual rent will be determined on the basis of the gross income (Gross income shall include memberships, green fees, dues and cart rentals, concession stands and vending machines, and pro shop). The following rent schedule shall be adjusted subject to increases or decreases in the Consumer Price Index. The base year for computation shall be the calendar year 1988. Adjustments in this schedule shall increase or decrease based upon the C.P.I. for the prior calendar year.

For purposes of this contract, the Consumer Price Index is defined as follows:

Kansas City, Missouri Metro Area - United States Bureau of Labor Statistics, Consumer Price Index, United States and Selected Areas, Kansas City, all Urban Consumers, all items.

- (a) One Dollar (\$1.00) per year for the first \$295,000.00 gross revenue.
- (b) One (1)% of \$295,000 to \$310,000.
- (c) Three (3)% of \$310,000 to \$335,000.
- (d) Five (5)% of \$335,000 to \$365,000.
- (e) Seven (7)% of everything over \$365,000.

Add the following to the original Lease Agreement.

Section 34: Extended Membership Agreement

Lessor hereby authorizes Lessee to sell "Extended Memberships" each in the amount of \$5,000.00 payable in cash or service. This amount shall be pre-payment of all annual dues for membership and certain Golf Cart privileges for a term not to exceed twenty-two (22) years. Not more than twenty (20) "Extended Memberships" may be issued without written permission of Lessor. Lessor hereby agrees to honor such memberships to the end of their terms as long as the golf course continues to operate under the ownership of lessor.

- 3 -

Section 35: Private Cart agreement.

Lessee does hereby agree to allow not to exceed two private carts to be brought on the Golf Course per year by new home owners at Lake Ridge Estates. This will include purchase of existing homes or new construction. Home owner cart privileges now in effect do not transfer with the sale of the home. Qualifying home owners will have six months from the time they occupy their new home to make this decision. These privileges not used in any one year are lost and do not add to the following year.

LESSOR:

LESSEE:

W. L. Merrifield  
 W. L. MERRIFIELD  
 President of Lake Ridge  
 Estates Golf and Country  
 Club and Lake Ridge Home  
 Association

Rick Allen Farrant  
 RICK ALLEN FARRANT  
 President of J.J.&J. Inc.

G. R. Anderson  
 G. R. Anderson  
 Treasurer of Lake Ridge Golf  
 and Country Club and Lake Ridge  
 Estates Home Association

STATE OF KANSAS )  
 ) ss:  
 COUNTY OF Jefferson )

BE IT REMEMBERED that on this 25th day of May, 1988, before me, the undersigned, a notary public in and for the County and State aforesaid, came W. L. Merrifield, who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal, the day and year last above written.



Erma Hurst  
 Notary Public

My Commission Expires:

February 4, 1992