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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

LEASE - BUSINESS PROPERTY - SHORT FORM

THE IOWA STATE BAR ASSOCIATION
Official Form No. 165
Recorder's Cover Sheet

Preparer Information: (name, address and phone number)
Steven E. Carr, 117 S. Franklin Street, PO Box 333, Manchester, IA 52057, Phone: (563) 927-4164

Taxpayer Information: (name and complete address)
Cornerstone Community Church of Manchester, 113 E. Butler Street, Manchester, IA 52057

Return Document To: (name and complete address)
Steven E. Carr, 117 S. Franklin Street, PO Box 333, Manchester, IA 52057, Phone: (563) 927-4164

Grantors:
Cornerstone Community Church of Manchester

Grantees:
Pin Oak Links, Inc.

Legal Description: ~~See Page 2~~

Document or instrument number of previously recorded documents:

Steven E. Carrr

LEASE - BUSINESS PROPERTY - SHORT FORM

THIS AGREEMENT, made and entered into this 6th day of July, 2011, by and between Cornerstone Community Church of Manchester ("Landlord"), whose address, for the purpose of this lease, is 113 E. Butler Street, Manchester, Iowa 52057, and Pin Oak Links, Inc. ("Tenant"), whose address for the purpose of this lease is 985 E. Main Street, Manchester, Iowa 52057.

The parties agree as follows:

1. **PREMISES AND TERM.** Landlord leases to Tenant the following real estate, situated in Delaware County, Iowa:
18175 222nd Street, Manchester, Iowa more specifically described as follows:
Lower level of "clubhouse" through January 31, 2012
Maintenance shed and use of facilities therein through December 31, 2015
Cart storage sheds through January 31, 2012
Parking lot areas through January 31, 2012 and limited parking space for use of maintenance shed through December 31, 2015

and surrounding corresponding areas

together with all improvements thereon, and all rights, easements and appurtenances thereto belonging, for a term beginning on July 6, 2011, and ending on (See above), upon the condition that Tenant performs as provided in this lease.

2. **RENT.** Tenant agrees to pay Landlord as rent reimbursement cost per month, at the end of each month, when it becomes possible for Landlord to determine the expenses for that month. Expenses include, but are not necessarily limited to, those set forth in paragraph 19. Rent for any partial month shall be prorated as additional rent.

All sums shall be paid at the address of Landlord, or at such other place as Landlord may designate in writing. Delinquent payments shall draw interest at 5% per annum.

3. **POSSESSION.** Tenant shall be entitled to possession on the first day of the lease term, and shall yield possession to Landlord at the termination of this lease. SHOULD LANDLORD BE UNABLE TO GIVE POSSESSION ON SAID DATE, TENANT'S ONLY DAMAGES SHALL BE A PRO RATA ABATEMENT OF RENT.

4. **USE.** Tenant shall use the premises only for operation of a golf course clubhouse and restaurant/lounge.

5. **CARE AND MAINTENANCE.**
(a) Tenant takes the premises as is, except as herein provided.

(b) Landlord shall keep the following in good repair: "roof" "exterior walls" "foundation" "sewer" "plumbing" "heating" "wiring" "air conditioning" "plate glass" "windows and window glass" "parking area" "driveways" sidewalks" "exterior decorating" "interior decorating"
Minor repairs to be discussed between the parties and resolved in fairness to their interests.
Landlord shall not be liable for failure to make any repairs or replacements unless Landlord fails to do so within a reasonable time after written notice from Tenant.

(c) Tenant shall maintain the premises in a reasonable safe, serviceable, clean and presentable condition, and except for the repairs and replacements provided to be made by Landlord in subparagraph (b) above, shall make all repairs, replacements and improvements to the premises, INCLUDING ALL CHANGES, ALTERATIONS OR ADDITIONS ORDERED BY ANY LAWFULLY CONSTITUTED GOVERNMENT AUTHORITY DIRECTLY RELATED TO TENANT'S USE OF THE PREMISES. Tenant shall make no structural changes or alterations without the prior written consent of Landlord. Unless otherwise provided, and if the premises include the ground floor, Tenant agrees to remove all snow and ice and other obstructions from the sidewalk on or abutting the premises.

6. **UTILITIES AND SERVICES.** Tenant shall pay for all utilities and services which may be used by it on the premises. Landlord shall not be liable for damages for failure to perform as herein provided, or for any stoppage for needed repairs or for improvements or arising from causes beyond the control of Landlord, provided Landlord uses reasonable diligence to resume such services.

7. **SURRENDER.** Upon the termination of this lease, Tenant will surrender the premises to Landlord in good and clean condition, except for ordinary wear and tear or damage without fault or liability of Tenant. Continued possession, beyond the term of this Lease and the acceptance of rent by Landlord shall constitute a month-to-month extension of this lease.

8. **ASSIGNMENT AND SUBLETTING.** No assignment or subletting, either voluntary or by operation of law, shall be effective without the prior written consent of Landlord, which consent shall not unreasonably be withheld.

9. **INSURANCE.**

A. PROPERTY INSURANCE. Landlord and Tenant agree to insure their respective real and personal property for the full insurable value. Such insurance shall cover losses included in the special form causes of loss (formerly all risks coverage). To the extent permitted by their policies the Landlord and Tenant waive all rights of recovery against each other.

B. LIABILITY INSURANCE. Tenant shall obtain commercial general liability insurance in the amounts of $\$ \underline{1,000,000.00}$ each occurrence and $\$ \underline{2,000,000.00}$ annual aggregate per location. This policy shall be endorsed to include the Landlord as an additional insured.

10. **LIABILITY FOR DAMAGE.** Each party shall be liable to the other for all damage to the property of the other negligently, recklessly or intentionally caused by that party (or their agents, employees or invitees), except to the extent the loss is insured and subrogation is waived under the owner's policy.

11. **INDEMNITY** Except for any negligence of Landlord, Tenant will protect, defend, and indemnify Landlord from and against any and all loss, costs, damage and expenses occasioned by, or arising out of, any accident or other occurrence causing or inflicting injury or damage to any person or property, happening or done in, upon or about the premises, or due directly or indirectly to the tenancy, use or occupancy thereof, or any part thereof by Tenant or any person claiming through or under Tenant.

12. **DAMAGE.** In the event of damage to the premises, so that Tenant is unable to conduct business on the premises, this lease may be terminated at the option of either party. Such termination shall be effected by notice of one party to the other within 20 days after such notice; and both parties shall thereafter be released from all future obligations hereunder.

13. **MECHANICS' LIENS.** Neither Tenant, nor anyone claiming by, through, or under Tenant, shall have the right to file any mechanic's lien against the premises. Tenant shall give notice in advance to all contractors and subcontractors who may furnish, or agree to furnish, any material, service or labor for any improvement on the premises.

14. **DEFAULT, NOTICE OF DEFAULT AND REMEDIES.**

EVENTS OF DEFAULT

A. Each of the following shall constitute an event of default by Tenant: (1) Failure to pay rent when due; (2) failure to observe or perform any duties, obligations, agreements, or conditions imposed on Tenant pursuant to the terms of the lease; (3) abandonment of the premises. "Abandonment" means the Tenant has failed to engage in its usual and customary business activities on the premises for more than fifteen (15) consecutive business days; (4) institution of voluntary bankruptcy proceedings by Tenant; institution of involuntary bankruptcy proceedings in which the Tenant thereafter is adjudged a bankruptcy; assignment for the benefit of creditors of the interest of Tenant under this lease agreement; appointment of a receiver for the property or affairs of Tenant, where the receivership is not vacated within ten (10) days after the appointment of the receiver.

NOTICE OF DEFAULT

B. Landlord shall give Tenant a written notice specifying the default and giving the Tenant ten (10) days in which to correct the default. If there is a default (other than for nonpayment of a monetary obligation of Tenant, including rent) that cannot be remedied

in ten (10) days by diligent efforts of the Tenant, Tenant shall propose an additional period of time in which to remedy the default. Consent to additional time shall not be unreasonably withheld by Landlord. Landlord shall not be required to give Tenant any more than three notices for the same default within any 365 day period.

REMEDIES

C. In the event Tenant has not remedied a default in a timely manner following a Notice of Default, Landlord may proceed with all available remedies at law or in equity, including but not limited to the following: (1) Termination. Landlord may declare this lease to be terminated and shall give Tenant a written notice of such termination. In the event of termination of this lease, Landlord shall be entitled to prove claim for and obtain judgment against Tenant for the balance of the rent agreed to be paid for the term herein provided, plus all expenses of Landlord in regaining possession of the premises and the reletting thereof, including attorney's fees and court costs, crediting against such claim, however, any amount obtained by reason of such reletting; (2) Forfeiture. If a default is not remedied in a timely manner, Landlord may then declare this lease to be forfeited and shall give Tenant a written notice of such forfeiture, and may, at the time, give Tenant the notice to quit provided for in Chapter 648 of the Code of Iowa.

15. **SIGNS**. Landlord, during the last 90 days of this lease, shall have the right to maintain on the premises either or both a "For Rent" or "For Sale" sign. Tenant will permit prospective tenants or buyers to enter and examine the premises.

16. **NOTICES AND DEMANDS.** All notices shall be given to the parties hereto at the addresses designated unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such notice shall be considered given under the terms of this lease when it is deposited in the U.S. Mail, registered or certified, properly addressed, return receipt requested, and postage prepaid.

17. **PROVISIONS BINDING.** Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties hereto.

18. **CERTIFICATION**. Tenant certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Tenant hereby agrees to defend, indemnify and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

19. **ADDITIONAL PROVISIONS.**

a. Propane: Cornerstone fills tanks once for clubhouse and maintenance shed, and Pin Oak fills the tank on or about January 31, 2012 for clubhouse and on or about December 31, 2015 for maintenance shed. Pin Oak pays propane costs, if any, for cart shed through January 31, 2012. Cornerstone is responsible for propane for the house.
b. Septic System. If needed, Pin Oak will pump septic system on or around January 31, 2012 or reimburse Cornerstone for one such pumping at a later date.
c. Wells/Water. Pin Oak will pay all of electricity costs associated with clubhouse well through January 31, 2012. Any electrical costs for irrigation well shall be paid in accordance with a separate agreement between the parties.
d. Lower Level of Clubhouse Defined. Lease of the "lower level of clubhouse" shall consist of the highlighted area shown on attached Exhibit "A" depicting the First Floor Lounge/Bar. During the term of the usage of the clubhouse, Pin Oak shall be allowed to expand the kitchen to add additional space, expand the southwest corner of the first floor to add additional dining area and reconfigure the men's restroom, relocate an upstairs sink for usage on the first floor and use all items of tangible personal property located on the first floor.
e. Snow Removal. Pin Oak shall be responsible for all snow removal until January 31, 2012.
f. Taxes. Any taxes assessed to Cornerstone because of occupancy of Pin Oak will be paid by Pin Oak.

Cornerstone Community Church of Manchester, LANDLORD

By: Bob E. Shaw
Bob Shaw, Treasurer

By: John Pruessner
John Pruessner, Member of the Board of Elders

Pin Oak Links, Inc., TENANT

By:
Joe Wiewel, President

STATE OF IOWA, DELAWARE COUNTY

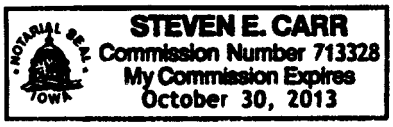
This instrument was acknowledged before me on this 6th day of July, 2011 by Bob Shaw, Treasurer of Cornerstone Community Church of Manchester.

NOTARIAL SEAL IOWA
STEVEN E. CARR
Commission Number 713328
My Commission Expires
October 30, 2013

Steven E. Carr
Notary Public in and for State of Iowa

STATE OF IOWA, DELAWARE COUNTY

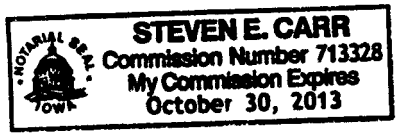
This instrument was acknowledged before me on this 6th day of July, 2011 by John Pruessner, as Member of the Board of Elders of Cornerstone Community Church of Manchester.



Notary Public in and for State of Iowa

STATE OF IOWA, DELAWARE COUNTY

This instrument was acknowledged before me on this 6th day of July, 2011 by Joe Wiewel, as President of Pin Oak Links, Inc.



Notary Public in and for State of Iowa

INVISION

DESIGN TEAM

CONSULTANT
CONSULTANT / ENGINEER
COMPANY NAME 1 ENGINEERS, P.C.

CONSULTANT 2
COMPANY NAME ZING
CORRIDORS, P.C.

CONSULTANT 3
COMPANY NAME 3
ENGINEERING

REVISIONS

OWNER APPROVED

CLIENT NAME
PROJECT NAME
ENTER ADDRESS HERE

PROJECT NO.
CLIENT PROJECT NUMBER
INVISION PROJECT NUMBER

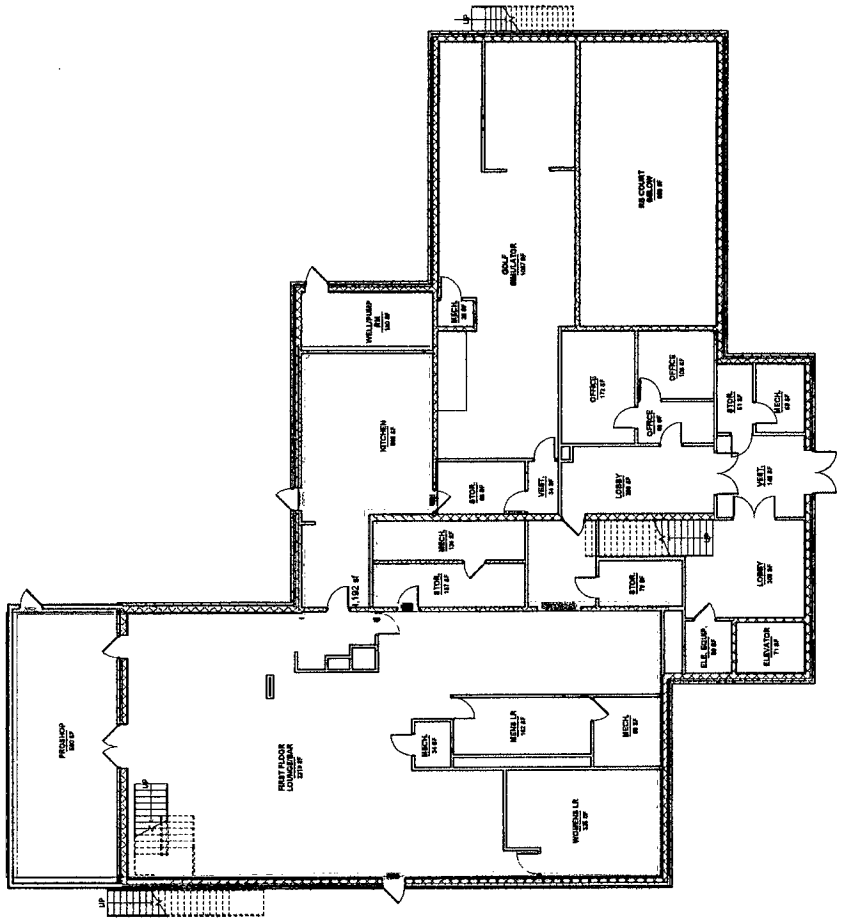
DATE
ISSUE DATE: DAY
MONTH/YEAR

SHEET NO.
SHEET SET

SHEET NAME
FLOOR PLAN

A1.10

Exhibit "A"



1 FIRST FLOOR PLAN
1/8" = 1'-0"

3/28/2011 1:52:03 PM C:\Documents and Settings\Desktop\Drawings\Projects\