



August 21, 2002

Mayor Wesely and City Council  
City of Lincoln  
City County Building  
Lincoln, NE

Mayor Wesely and Members of the City Council:

An investigation has been made regarding the application of Irie Inc., d.b.a. Doc's Place, 140 North 8<sup>th</sup> Street requesting a class c liquor license.

This location is currently known as Doc's Place which holds a class c liquor license.

The request for the new liquor license is due to a restructuring of ownership. Troy Flak has purchased out his business partner, James Flack. Mr. Flak is now the sole owner of all shares of Irie Inc.

Background information on Troy Flak will be omitted as he was approved by the council in May 2001 as the owner and manager of J Finnegan's, a holder of a class c liquor license.

If this application is approved, it should be with the understanding that it conforms to all the rules and regulations of Lincoln, Lancaster County and the State of Nebraska.

A handwritten signature in black ink, appearing to read "Tom Casady".

THOMAS K. CASADY, Chief of Police



Police Department  
575 South 10th Street / Lincoln, Nebraska 68508 / Phone: 402-441-7204 / Fax: 402-441-8492 / Website: [www.ci.lincoln.ne.us](http://www.ci.lincoln.ne.us)

A nationally accredited law enforcement agency



# STATE OF NEBRASKA

*Russ*

*Set date: 8-19-02  
PR: 9-9-02*



Mike Johanns  
Governor

City Clerk  
County/City Bldg  
555 S 10th  
Lincoln NE 68508

## NEBRASKA LIQUOR CONTROL COMMISSION

Forrest D. Chapman  
Executive Director  
301 Centennial Mall South, 5th Floor  
P.O. Box 95046  
Lincoln, Nebraska 68509-5046  
Phone (402) 471-2571  
Fax (402) 471-2314  
TRS USER 800 833-7352 (TTY)

*IRIC Inc  
dba Doc's Place  
140 N 8th, Suite 150*

Dear Local Governing Body:

Attached is the form to be used on all retail liquor license applications. Local clerks must collect proper license fees and occupation tax per ordinance, if any, before delivering the license at time of issuance.

TWO KEY TIME FRAMES TO KEEP IN MIND ARE:

- 1) You have 45 days to conduct a hearing after the date of receipt of the notice from this Commission (§53-134). You may choose **NOT** to make a recommendation of approval or denial to our Commission.

PER §53-133, THE LIQUOR CONTROL COMMISSION SHALL SET FOR HEARING ANY APPLICATION WHEREIN:

- 1) There is a recommendation of denial from the local governing body.
- 2) A citizens protest; or
- 3) Statutory problems that the Commission discovers.

PLEASE NOTE...A LICENSEE MUST BE "PROPERLY" LICENSED IN ORDER TO PURCHASE FROM WHOLESALERS; AND, A LICENSE IS EFFECTIVE:

- 1)  Upon payment of the license fees;
- 2) Physical possession of the license;
- 3) Effective date on the license.

Sincerely,

NEBRASKA LIQUOR CONTROL COMMISSION

*Bill A. Nelson*

Licensing Division

Enclosures  
Rhonda R. Flower  
Commissioner

Bob Logsdon  
Chairman

R.L. (Dick) Coyne  
Commissioner

An Equal Opportunity/Affirmative Action Employer

35-4183  
**Corporation/LLC Application for License - Form 3**  
 Nebraska Liquor Control Commission

**INSTRUCTIONS:**

- 1) Application and application for manager must be typewritten and submitted in triplicate
  - 2) Fingerprint cards (2 cards per person) must be submitted for: **a)** each stockholder owning over 25% of the stock, **b)** chief executive officer, **c)** proposed manager and **d)** all spouses
  - 3) Information regarding spouses must be completed
- Required areas marked by a red asterisk ( \* )

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NEBRASKA LIQUOR  
 CONTROL COMMISSION

Name of Corporation That Will Hold License. **Attach copy of Articles of Incorporation** Total Number of Shares (if corporation)  
 IRIE Inc, \* 10000 \*

Corporate Street Address Mailing address for receipt of Liquor Control Commission Mailings  
 140 N 8th 140 N 8th, Suite 150 \*  
 \*

Corporate Telephone Number City County State Zip Code  
 476-3232 \* Lincoln \* Lancaster \* NE \* 68508 \* -

Name of Registered Agent Name of Proposed Manager  
 Troy Falk \* Troy Falk \*

**IN THIS SECTION LIST THE NAME OF THE CHIEF EXECUTIVE OFFICER**

Name Title Date of Birth  
 Troy Falk \* President \* \* \*

Social Security Number Home Address (1) City  
 1 1007 C st. \* Lincoln \*

State Zip Code Home Telephone Number  
 NE \* 68502 \* - 440-3444 \*

**PRINCIPLE OFFICERS, DIRECTORS, STOCKHOLDERS, MEMBERS AND SPOUSES**

Name of Officers, Directors, Members and Spouses. Give Last Name, First Name, Middle, Maiden, and any aliases	Social Security Number	Date of Birth	Title
Name			

Falk, Troy, James		01/15/68	President
Spouse Name			
Partner Number of Shares / %	100	Spouse Number of Shares / %	

Name of Officers, Directors, Members and Spouses. Give Last Name, First Name, Middle, Maiden, and any aliases	Social Security Number	Date of Birth	Title
Name			
Spouse Name			
Partner Number of Shares / %		Spouse Number of Shares / %	

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 NEBRASKA LIQUOR CONTROL COMMISSION

Name of Officers, Directors, Members and Spouses. Give Last Name, First Name, Middle, Maiden, and any aliases	Social Security Number	Date of Birth	Title
Name			
Spouse Name			
Partner Number of Shares / %		Spouse Number of Shares / %	

Name of Officers, Directors, Members and Spouses. Give Last Name, First Name, Middle, Maiden, and any aliases	Social Security Number	Date of Birth	Title
Name			
Spouse Name			
Partner Number of Shares / %		Spouse Number of Shares / %	

Name of Officers, Directors, Members and Spouses. Give Last Name, First Name, Middle, Maiden, and any aliases	Social Security Number	Date of Birth	Title
Name			

_____	_____	_____	_____
Spouse Name	_____	_____	_____
Partner Number of Shares / %	_____	Spouse Number of Shares / %	_____

(If Necessary, Continue on Separate Sheet)

Is this Corporation/LLC controlled by another Corporation?  
Yes  No

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Name of control Corporation  
\_\_\_\_\_

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NEBRASKA LIQUOR CONTROL COMMISSION

If YES, LIST EACH STOCKHOLDER/MEMBER OWNING MORE THAT 25% stock/interest in that corporation/LCC. Any applicant who has a Corporation as a shareholder MUST file an organizational chart listing all shareholders and/or corporations owning more than 25% stock and listing of the percentage of stock owned.

Please indicate below your corporate tax year with the IRS  
Starting date: Nov 1, 2002 Ending date: Dec 31, 2002

State of Nebraska )  
 ) ss.  
Lancaster County )

Margaret I. Frankforter  
Notary Public Signature & Seal

By [Signature]  
President/Member



In Compliance with ADA, this form is available in other formats for persons with disabilities. A

ten day advance period is requested in writing to produce the alternate format.

Secretary/Member

Verify Form and Print

FORM 35-4183  
REV. 02/01

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NEBRASKA LIQUOR  
CONTROL COMMISSION

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APPLICATION FOR LICENSE  
Nebraska Liquor Control Commission  
PO Box 95046,  
301 Centennial Mall South  
Lincoln, NE 68509-5046

<http://www.nol.org/home/NLCC/>  
Phone: (402) 471-2571  
Fax: (402) 471-2814

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NEBRASKA LIQUOR  
CONTROL COMMISSION

**INSTRUCTIONS:** Include: 1. Applicable fees payable to Liquor Control Commission 2. Copy of birth certificate or naturalization papers proving U.S. citizenship for each individual and spouse named on application (not required of corporations or spouse(s) who file an affidavit of no interest with application Commission form 4178 3. Corporations must include copy of articles of incorporation as filed with the Secretary of States office in the state of Nebraska 4. Commission checklist, form 4251 5. Fingerprint cards and processing fees (are required of individuals, all partners and spouses. Corporate applicants must file for CEO/Manager & stockholders holding over 25% stock 6. All applications must be typewritten or printed clearly 7. Submit in **Triplicate** 8. Required areas marked by a red asterisk ( \* )

**CLASS OF LICENSE FOR WHICH APPLICATION IS MADE AND LIST OF FEES FOR EACH**

Class of License (Check applicable class) *	Registration Fee	License Fees	Corporate Surety Bond
<input type="checkbox"/> A Beer, On Sale Only - Inside Corporate Limits	\$45.00	Collected at Local Level	exempt
<input type="checkbox"/> F Beer, On Sale Only - Outside Corporate Limits	\$45.00	Collected at Local Level	exempt
<input type="checkbox"/> B Beer, Off Sale Only - Inside/Outside Corporate Limits	\$45.00	Collected at Local Level	exempt
<input type="checkbox"/> J Wine, Beer, On Sale Only - Inside Corporate Limits	\$45.00	Collected at Local Level	exempt
<input type="checkbox"/> I Spirits, Wine, Beer, On Sale Only - Inside Corporate Limits	\$45.00	Collected at Local Level	exempt
<input type="checkbox"/> D Spirits, Wine, Beer, Off Sale Only - Inside Corporate Limits	\$45.00	\$150.00	exempt
<input type="checkbox"/> D1 Spirits, Wine, Beer, Off Sale Only - within extraterritorial zoning jurisdiction	\$45.00	\$150.00	exempt
<input checked="" type="checkbox"/> C Spirits, Wine, Beer On & Off Sale - Inside Corporate Limits	\$45.00	Collected at Local Level	exempt
<input type="checkbox"/> M Bottle Club (Spirits, Wine, Beer, On Sale)	\$45.00	Collected at Local Level	exempt
<input type="checkbox"/> H Nonprofit Corporation	\$45.00	Collected at Local Level	exempt
<input type="checkbox"/> K Wine Only, Off Sale	\$45.00	Collected at Local Level	exempt
<input type="checkbox"/> O Boat	\$45.00	\$50.00	exempt
<input type="checkbox"/> V Manufacturer of Beer, Wine & Distilled Spirits	\$45.00	Varies \$100 to \$1,000	\$10,000 min.

<input checked="" type="checkbox"/> X Wholesale Liquor	\$45.00	\$500.00	\$ 5,000 min.
<input type="checkbox"/> W Wholesale Beer	\$45.00	\$250.00	\$ 5,000 min.
<input type="checkbox"/> Y Farm Winery	\$45.00	\$250.00	\$ 1,000 min.
<input type="checkbox"/> L Craft Brewery (Brew Pub)	\$45.00	\$250.00	\$ 1,000 min.

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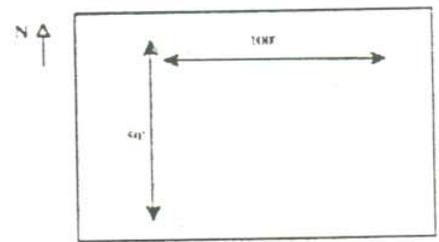
TYPE OF APPLICATION *	CORPORATE SURETY BOND INFORMATION
Type of application being applied for (check appropriate box)  1. <input type="radio"/> Individual License requires Form 1 to be attached. 2. <input type="radio"/> Partnership License requires Form 2 to be attached. 3. <input checked="" type="radio"/> Corporate License requires Forms 3 and Manager Application to be attached	Bond Company - for Classes L V W X Y onl _____ Start Date Month/Day/Year _____ Bond Number _____

**SECTION A -- LOCATION INFORMATION -- Must be completed by all applicants**

Trade Name (name of business) Doc's Place		Telephone Number at premise to be licensed 402-476-3232	
1) Street Address of Proposed licensed premise 140 N 8th		2) Mailing Address for receipt of Liquor Control Commission mailings 140 N 8th Suite 150	
City Lincoln	County Lancaster	City Lincoln	County Lancaster
Zip Code 68508		Zip Code 68508	

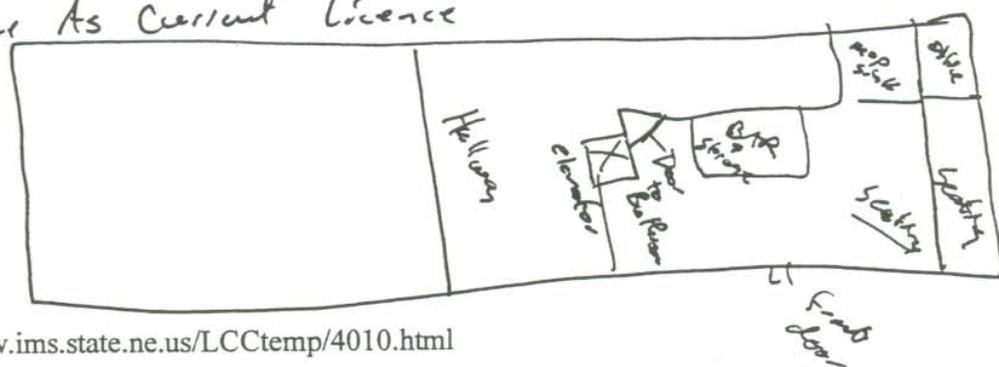
**DESCRIPTION AND DIAGRAM OF THE STRUCTURE TO BE LICENSED**

In the space provided draw the area to be licensed. This should include storage areas, basement, sales areas and areas where consumption or sales of alcohol will take place. If only a portion of the building is to be covered by the license, you must still include dimensions (length x width) of the licensed area as well as the dimensions of the entire building in situations where only a portion of the entire bldg. is to be covered by the license. No blue prints will be accepted. Be sure to indicate the direction North and number of floors of the building.



Example: East portion approximately 50' x 100' of main floor of 3 story building plus basement. Approximatel 30' x 50' at the East end.

*Same As Current Licence*



*Approx 50' x 50'*  
N  
↓

AUG 2 2002

SECTION B	OTHER INFORMATION REQUIRED *		NEBRASKA LIQUOR COMMISSION
	Yes	No	Explanation/Comments Note: Only what is visible on screen will be printed
<p>* 1. READ CAREFULLY. Answer completely and accurately.</p> <p>Has anyone who is a party to this application, or their spouse, ever been convicted of or plead guilty to any criminal charge. Criminal charge means any charge alleging a felony or misdemeanor violation of a federal or state law; or a violation of a local law, ordinance or resolution. Include any DWIs or DUIs. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name.</p>	<p>Yes <input checked="" type="radio"/></p>	<p>No <input type="radio"/></p>	<p>See attached print out from LPD.</p>
<p>* 2. Are you buying the business and/or assets of a licensee? If yes, submit a copy of the sales agreement with a listing of assets being acquired including liquor inventory (name brand and container size required).</p>	<p>Yes <input checked="" type="radio"/></p>	<p>No <input type="radio"/></p>	<p>CK 44317</p>
<p>* 3. Are you filing a temporary agency agreement, Commission form 4231, whereby current licensee allows you to operate on their license? If yes, attach copy.</p>	<p>Yes <input checked="" type="radio"/></p>	<p>No <input type="radio"/></p>	
<p>* 4. Are you borrowing any money from any source to establish and/or operate the business? If yes, list the lender.</p>	<p>Yes <input type="radio"/></p>	<p>No <input checked="" type="radio"/></p>	
<p>* 5. Will any person or entity other than licensee be entitled to a share of the profits of the establishment? If yes, explain.</p>	<p>Yes <input type="radio"/></p>	<p>No <input checked="" type="radio"/></p>	

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<p>* 6. Will any of the furniture, fixtures and equipment to be used in this business be owned by others? If yes, list such items and the owner.</p>	<p>Yes <input type="radio"/></p>	<p>No <input checked="" type="radio"/></p>	
<p>* 7. Will any person(s) other than named in this application have any direct or indirect ownership or control of the business? If yes, explain?</p>	<p>Yes <input type="radio"/></p>	<p>No <input checked="" type="radio"/></p>	
<p>* 8. Are the premises to be licensed within 150 ft. of a church, school, hospital, home for the aged or indigent persons or for veterans, their wives, children, or within 300 ft. of a college or university campus? If yes, list the name of such institution and where it is located in relation to the premises. Per Sec. §53-177.</p>	<p>Yes <input type="radio"/></p>	<p>No <input checked="" type="radio"/></p>	
<p>* 9. Is anyone listed on this application a law enforcement officer? If yes, list the person, the law enforcement agency involved and the persons exact duties.</p>	<p>Yes <input type="radio"/></p>	<p>No <input checked="" type="radio"/></p>	
<p>10. List the primary bank and/or financial institution (branch if applicable) to be utilized by the business and the person(s) who will be authorized to write checks and/or make withdrawals on accounts at such institutions.</p>	<p>US Bank  TROY FALK</p>		
<p>11. List all past and present liquor licenses held by any person named in this application. Include license holder name, location of license and license number. Also list reasons for termination of any licenses previously held.</p>	<p>Troy Falk BDLS DBA J. Finnegan's Seafood &amp; Steak 201 N 7th Lincoln NE, 68508 Licence # 51130</p>		
<p>12. List the person who will be the on site supervisor of the business and the estimated number of hours per week such person or manager will be on the premises supervising operations.</p>	<p>Troy Falk  40 Hours</p>		

<p>13. List the training and experience of the person listed in #12 above in connection with selling and/or serving alcohol products.</p>	<p>Responsible Hospitality Class 15+ Years in bar &amp; restaruant business</p>
<p>14. If the property for which this license is sought is owned, submit a copy of the deed, or proof of ownership, if leased submit a copy of the lease covering the entire license year. (Documents must show title or lease held interest in name of applicant as owner or lessee in the individual(s) or corporate name for which the application is being filed)</p>	<p>See lease Expiration date: 6/30/2002</p>
<p>15. When do you intend to open for business?</p>	<p>November 1 2002</p>

16. List the principal residence for the past 10 years for all persons required to sign application. If necessary attach a separate sheet.

NAME	FROM (YEAR)	TO (YEAR)	RESIDENCE (CITY, STATE)
1007 C st	2002	2002	Lincoln NE, 68502
1506 Est	1997	2002	Lincoln NE, 68508
926 Washington	1993	1997	Lincoln NE, 68508
2235 South St.	1991	1993	Lincoln NE, 68508

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 NEBRASKA LIQUOR  
 CONTROL COMMISSION

The undersigned applicant(s) hereby consent(s) to a background investigation and release of present & future records of every kind and description including police records, tax records (State and Federal), bank or lending institution records, and said applicant(s) and spouse(s) waive(s) any right or causes of action that said applicant(s) or spouse(s) may have against the Nebraska Liquor Control Commission, the Nebraska State Patrol, and any other individual disclosing or releasing said information. Any document or records for the proposed business or for any partner or stockholder that are needed in furtherance of the application investigation or any other investigation shall be supplied immediately upon demand to the Nebraska Liquor Control Commission or the Nebraska State Patrol. The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete and/or inaccurate.

Individual applicants agree to supervise in person the management and operation of the business and that they will operate the business authorized by the license for themselves and not as an agent for any other person or entity. Corporate applicants agree the approved manager will superintend in person the management and operation of the business. Partnership applicants agree one partner shall superintend the management and operation of the business. All applicants agree to operate the licensed business within all applicable laws, rules, regulations, and ordinances and to cooperate fully with any authorized agent of the Nebraska Liquor Control Commission.

Must be signed in the presence of a notary public. Must be signed by applicant and spouse; if a partnership, all partners and spouses must sign and corporation, all stockholders (holding more than 25% of the stock), officers, directors and spouses must sign. Full names only, initials not acceptable.

Sign here \_\_\_\_\_ Sign Here \_\_\_\_\_  
Sign Here \_\_\_\_\_ Sign Here \_\_\_\_\_  
Sign Here \_\_\_\_\_ Sign Here \_\_\_\_\_  
Sign Here \_\_\_\_\_ Sign Here \_\_\_\_\_

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NEBRASKA LIQUOR CONTROL COMMISSION

Subscribed in my presence and sworn to before me this 2nd day of August, 2002

(SEAL)

In compliance with ADA, this

application for license form is available in other formats for persons with disabilities. A ten day advance period is requested in writing to produce the alternative format.

Sign here

*Margaret J. Frankforter*  
Notary Public Signature

Verify & Print form

FORM 35-4010  
1  
REV 1/01

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NEBRASKA LIQUOR  
CONTROL COMMISSION

Remit NE Liquor Control Commission  
to: PO Box 95046  
301 Centennial Mall So.  
Lincoln, Ne 68509-5046

INCLUDE \$75.00 LICENSE FEE  
COMPLETE IN DUPLICATE

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APPLICATION FOR CATERING LICENSE

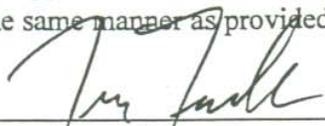
AUG -2 2002

A Catering License allows a Retail Class C, D, I or L license to deliver, sell or dispense alcoholic liquors, including beer, for consumption at a location designated on a Special Designated License (SDL). The Catering License is renewed in the same manner as the Retail License held by the licensee. A Licensee shall not cater an event unless a SDL has been obtained. An applicant seeking a SDL must be filled with the local governing body where the event is to be held at least 21 days prior to the event. The application must then be filed with the Commission ten working days prior to the event. The local or county approval and law enforcement notification letter must accompany the SDL. The \$40.00 per day license fee for a SDL is not required for the holder of a Catering License and the number of events allowed are unlimited.

NEBRASKA LIQUOR CONTROL COMMISSION

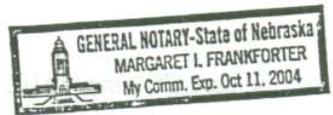
Class of License Currently Held:	<input checked="" type="radio"/> Class C	<input type="radio"/> Class D	<input type="radio"/> Class I	<input type="radio"/> Class L
License Number:	44317			
Name of Licensee:	IRIE Inc. / Troy Falk			
Trade Name:	Doc's Place			
Premise Address:	140 N 8th			
City/State/Zip Code:	Lincoln NE, 68508			

A copy of your application for a Catering License will be forwarded to the local governing body for recommendation. Per §53-133, the Liquor Commission shall set for hearing any application receiving local governing body denial, a citizens protest or having statutory problems discovered by the Commission. If the local governing body does not make an recommendation, the Commission may approve or deny the issuance of a license. Catering licenses shall be delivered to the licensee in the same manner as provided in subsection (4) of §53-132 for delivery of licenses.

  
\_\_\_\_\_  
Signature of Licensee

Subscribed in my presence and sworn to before me this 2nd day of August, 2002.

  
\_\_\_\_\_  
Notary Public Signature



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## Application for Corporate Manager

**\*Must Be A Nebraska Resident\***  
Please submit in Triplicate

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NEBRASKA LIQUOR  
CONTROL COMMISSION

Return to: Nebraska Liquor Control Commission, PO Box 95046  
301 Centennial Mall So., Lincoln NE 68509

Phone: (402) 471-2571 Fax: (402) 471-2814 Web address: <http://www.nol.org/home/NLCC/>

Required areas marked by a red asterisk ( \* )

### LIQUOR LICENSE INFORMATION

Name of Licensed Corporation \_\_\_\_\_ \*

IRIE Inc.

Class & License number \_\_\_\_\_ \*

C & K 44317

Trade Name of Licensed Premise \_\_\_\_\_ \*

Doc's Place

Street Address of Licensed Premise \_\_\_\_\_ \*

140 N 8th

City \_\_\_\_\_ \*

Lincoln

County \_\_\_\_\_ \*

Lancaster

On behalf of the corporation, I designate this individual as corporate manager.

Signature of Corporate President/CEO: \_\_\_\_\_

### APPLICANT INFORMATION (MUST BE 21 OR OVER)

Full Name (Last, First, Middle, Maiden) \_\_\_\_\_ \*

Falk, Troy, James

Sex \*

F	M
<input type="radio"/>	<input checked="" type="radio"/>

Social Security Number \_\_\_\_\_ \*

Date of Birth \_\_\_\_\_ \*

Place of Birth \_\_\_\_\_ \*

Norfolk NE, 68701

Home Street Address \_\_\_\_\_ \*

1007 C St.

City \_\_\_\_\_ \*

Lincoln

County \_\_\_\_\_ \*

Lancaster

State \_\_\_\_\_ \*

NE

Zip Code \_\_\_\_\_ \*

68502

Home Telephone Number \_\_\_\_\_ \*

440-3444

Business Telephone Number

476-3232 \*

Drivers License Number

[ ] \*

State

NE \*

Are You Married? \* Yes  No  If Yes, You must complete the following:

**SPOUSE'S INFORMATION (IF NOT MARRIED INDICATE)**

Full Name (Last, First, Middle, Maiden)

[ ]

Social Security Number

[ ]

Drivers License Number

[ ]

State

[ ]

Date of Birth

[ ]

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NEBRASKA LIQUOR CONTROL COMMISSION

Place of Birth

[ ]

\* 1. READ CAREFULLY. Answer completely and accurately.

Has anyone who is a party to this application, or their spouse, ever been convicted of or plead guilty to any criminal charge. Criminal charge means any charge alleging a felony or misdemeanor violation of a federal or state law; or a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name.

Yes No

SEE attached copy of print out from LPD

\* 2. Have you or your spouse ever made application for any liquor license or manager for any liquor license? IF YES, for what premise give license number and date.

Yes No

BOLS INC. DBA J. FINNEGAN'S LICENSE # 51130

\* 3. Have you or your spouse ever made a compromise settlement for violation of such laws?

Yes No

\* 4. Do you, as a manager, have all the qualifications required by any person entitled to hold a Nebraska Liquor License?

Nebraska Liquor Control Act (§53-131.01)

Yes No

\* 5. Have you filed fingerprint cards and **PROPER FEES** (if check, make out to the NE State Patrol), with this application?

Yes No

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NEBRASKA LIQUOR CONTROL COMMISSION

**RESIDENCES SINCE AGE 18, APPLICANT AND SPOUSE MUST COMPLETE**

	Year	
	From	To
Applicant: City & State		
2235 South St. Lincoln NE	91	93
Spouse: City & State		

	Year	
	From	To
Applicant: City & State		
926 Washington. Lincoln NE	93	97
Spouse: City & State		

	Year	
	From	To
Applicant: City & State		
1506 E St. Lincoln NE	97	02
Spouse: City & State		

	Year	
	From	To
Applicant: City & State		
1007 C St. Lincoln NE	02	02

Spouse: City &amp; State

**EMPLOYERS - LIST LAST TWO EMPLOYERS**

Name of Employer	Year	
	From	To
J.Finnegan's	2001	2002
Name of Supervisor	Telephone Number	
Troy Falk - Self Employed	477-4334	

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A116 -2 2002

Name of Employer	Year	
	From	To
Doc's Place	1999	2001
Name of Supervisor	Telephone Number	
Jim Flack	476-3232	

NEBRASKA LIQUOR  
CONTROL COMMISSION**PERSONAL OATH AND CONSENT OF INVESTIGATION - MUST BE SIGNED  
BY APPLICANT & SPOUSE**

STATE OF NEBRASKA )

) SS

COUNTY OF )

The above individual(s), being first duly sworn upon oath, deposes and states that the undersigned is the applicant and/or spouse of applicant who makes the above and foregoing application, that said application has been read and that the contents thereof and all statements contained therein are true. If any false statement is made in any part of this application, the applicant(s) shall be deemed guilty of perjury and subject to penalties provided by law. (Sec. §53-131.01) Nebraska Liquor Control Act.

The undersigned applicant hereby consents to an investigation of his/her background including all records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant and spouse waive any rights or causes of action that said applicant or spouse may have against the Nebraska Liquor Control Commission and any other individual disclosing or releasing said information to the Nebraska Liquor Control Commission. If spouse has **NO** interest directly or indirectly, an affidavit may be attached, however, fingerprint cards are still required to be filed.

The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete and inaccurate.

*[Handwritten Signature]*

Signature of Applicant

Signature of Spouse (if applicable)

Subscribed in my presence and sworn to before me this 2nd day of August 2002.

Subscribed in my presence and sworn to before me this \_\_\_ day of \_\_\_\_\_.

*Margaret I. Frankforter*  
Notary Signature & Seal

Notary Signature & Seal



Verify and Print

FORM 35-401  
REV. 2/0

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NEBRASKA LIQUOR  
CONTROL COMMISSION



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NEBRASKA LIQUOR CONTROL COMMISSION

ARREST HISTORY LISTING

PAGE: 1 FOR: TROY J FALK
Printed 03-28-2001 W\M DOB:

This is a list of all arrests by the LINCOLN POLICE DEPARTMENT for this person, which have a final court disposition OR arrests within the last year for which dispositions are still pending.

If the phrase "END OF LISTING" is not at the bottom of the last page, then this list is not complete. This list does NOT include any arrests by the Lancaster County Sheriff, or by the Nebraska State Patrol.

CODES FOR CRIMINAL HISTORY
M=Misdemeanor F=Felony O=Other

Arrested 08-20-1995 for (M) PARKS:CLOSED ENTER AFTER HOURS Case
Disposed 09-08-1995 as (M) PARKS:CLOSED ENTER AFTER HOURS Cit# LA457541
FOUND GUILTY Fined \$25.00
Arrested 08-20-1995 for ( ) Case
Disposed 09-08-1995 as (M) FAIL TO APPEAR IN COURT Cit# LA457541
DISMISSED
Arrested 04-13-1991 for (M) LIQUOR - SELL TO MINOR OR INCOMPETENT Case 91-032993
Disposed 07-16-1991 as (M) SELL ALCOHOL TO INCAPACITATED PERSON Cit# LA246604
DISMISSED

\*\*\* END OF LISTING \*\*\*



CH, LTD. LEASE

This Lease is entered into the 1 day of Aug by and between CH, Ltd., A Nebraska corporation (Landlord) and IRIE, Inc. (Tenant).

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NEBRASKA LIQUOR  
CONTROL COMMISSION

1. SUMMARY:

- 1.1 Approximate Rentable Space: 2,700 square feet
- 1.2 The Premises are known as: 150 The Apothecary, 140 N. 8th Street, Lincoln, NE 68508
- 1.21 Development: Apothecary/J.C. Ridnour Bldg.
- 1.3 Building: The Apothecary
- 1.4 Term: Seven (7) years ending on June 30, 2006
- 1.5 Target Commencement Date: May 21, 1999
- 1.6 Basic Monthly Rental: \$2,750.00
- 1.7 Base Year: N/A
- 1.8 Tenant's Percentage: 0%
- 1.9 Security Deposit: \$2,800.00

2. PREMISES:

Landlord leases to Tenant, and Tenant hires from Landlord, the Approximate Rentable Space and/or the Premises set forth in Section 1.1 above, described in Section 1.2 above and shown on Attachment 1 incorporated by reference, together with the right to the use all common entrance ways, lobbies, elevators, ramps, drives, stairs and similar access and serviceways in the Building of which the Premises are a part. The Premises are on the floor(s) set forth in Section 1.2 above of the Building set forth in Section 1.3, located in Lincoln, Nebraska.

3. TERM:

- 3.1 Term: This Lease shall be for the term set forth in Section 1.4 above and shall begin on the Commencement Date, as defined in Section 3.2 below.
- 3.2 Commencement Date: The Commencement Date of this Lease shall be the earliest of (a) the date construction of the tenant improvements is complete, if applicable; (b) the date Tenant takes possession of the Premises; or (c) ten (10) days after Landlord tenders possession of the Premises to Tenant.
- 3.3 Possession: The parties shall try to cause the Commencement Date to occur on or before the Target Commencement Date. If Landlord, for any reason, cannot deliver possession of the Premises to Tenant on or before the Target Commencement Date, this Lease shall not be void or voidable, nor shall Landlord or its agent be liable to Tenant for any loss or damage resulting therefrom; provided, however, Tenant shall not be liable for any rent until Landlord delivers possession of the Premises to Tenant. If Landlord tenders possession of the Premises to Tenant prior to the Target Commencement Date and Tenant chooses to accept such possession, then the Term of this Lease and Tenant's obligations hereunder shall commence on the date that Tenant accepts such possession. Any failure to deliver possession on the Target Commencement Date or delivery of possession prior to the Target Commencement Date shall not in any way affect the expiration date.

4. RENTAL:

4.1 Basic Monthly Rental: Subject to the adjustments provided for herein, Tenant shall pay to Landlord on or before the first day of each calendar month during the Term of this Lease, a Basic Monthly Rental for the Premises in the amount set forth in Section 1.6 above. Basic Monthly Rental shall be payable in advance, without deduction or offset of any kind and without notice or demand, in cash or check at Landlord's address given in Section 20.10 below, or at such other place or to such other person as Landlord may designate from time to time by written notice. If the Lease commences or ends on a day other than the first day of a calendar month, then the rental for such partial month shall be prorated based on a 30-day month.

4.2 Payment of First Month's Rent: Upon the execution of this Lease, Tenant shall pay to Landlord the first month's rent. This sum is exclusive of the Security Deposit referred to in Section 5.

4.3 Operating Expenses:

4.3.1 Increases in Operating Expenses: In addition to the Basic Monthly Rental, Tenant shall pay to Landlord Tenant's proportionate share of increases in Operating Expenses over the Base Year.

4.3.2 Estimated Operating Expenses: Landlord shall at the commencement of this Lease and by each December 15 during the Term of this Lease deliver to Tenant a statement of the estimated increase in Operating Expenses for the calendar year immediately following the date of such statement over the Operating Expenses incurred for the Base Year. Landlord's failure to deliver to Tenant such statement by such date, however, shall not bar Landlord's recovery of Operating Expenses. Commencing with January 1 of the calendar year following the date of such statement, Tenant shall pay to Landlord with each payment of the Basic Monthly Rental a sum equal to the estimated increase in Operating Expenses for such a calendar year multiplied by the Tenant's Percentage.

4.3.4 Operating Expenses Defined: The term Operating Expenses shall include all costs to Landlord, not reimbursed by tenants, of operating, maintaining and managing the Development. By way of illustration but not limitation, Operating Expenses shall include the cost or charges for heat, light, water, power and steam, waste disposal, plumbing, janitorial services, pest control, window cleaning, air conditioning, maintenance of elevators, materials and supplies, equipment and tools, service agreements on equipment, fire and other casualty insurance, public liability and property damage insurance, rental interruption insurance, direct taxes, licenses, permits and inspections, wages and salaries, employee benefits and payroll taxes, worker's compensation insurance, accounting and management fees, and the cost of contesting the validity or applicability of any governmental enactments which may affect Operating Expenses.

4.3.5 Direct Taxes Defined: For purposes of Section 4.3.4, the term Direct Taxes shall include any real property taxes on the Development, the land on which the Development is situated, and the various estates in the Development; taxes of every kind whatsoever levied and assessed in lieu of existing or additional real or personal property taxes on said Development, land or personal property; and the cost to Landlord of contesting the amount or validity or applicability of any of the aforementioned taxes.

4.3.6 Definition of Lease Year: The term 'Lease Year' as used in this Lease means:

(a) In reference to the first Lease Year, the period from the Commencement Date to the last day of the calendar month which is one year after the Commencement Date.

(b) In reference to any succeeding Lease Year, a full year commencing on the date following the first Lease Year or any anniversary thereof and running to the next succeeding anniversary of such day.

4.4 CPI Index Adjustment: Beginning on the first anniversary of the Commencement Date of this Lease, and annually thereafter, the Basic Monthly Rental shall be adjusted according to the Consumers Price Index (hereinafter "CPI Index"), published monthly by the U.S. Department of Labor, commonly referred to as the "All Urban Consumers" Index, or its designated successor index. The adjustment will reflect changes in the index for the previous twelve (12) months ending four (4) months prior to the adjustment date; for example, if the adjustment date is January 1, then the CPI Index data used shall be for the twelve (12) months ending with the prior August.

5. SECURITY DEPOSIT.

5.1 Upon the execution of this Lease, Tenant shall deposit with Landlord the amount set forth in Section 1.9 above as a security deposit (the "Security Deposit") for the faithful performance of all of the terms, covenants and conditions of this Lease. If Tenant defaults with respect to any provision of this Lease, Landlord may use, apply or retain all or any part of the Security Deposit (a) for the payment of any rent or any other amount which Landlord may spend or become obligated to spend by reason of Tenant's default, (b) to repair damages to the Premises, (c) to clean the Premises, and (d) to compensate Landlord for any other loss or damage which Landlord may suffer by reason of Tenant's default. If any portion of the Security Deposit is so used or applied, Tenant shall, within five (5) days after written demand therefor, deposit cash with Landlord in an amount sufficient to restore the Security Deposit to its original amount, and Tenant's failure to do so shall be a material breach of this Lease. Landlord shall not be required to keep the Security Deposit separate from its general funds, and Tenant shall not be entitled to

interest on such deposit. If Tenant shall fully and faithfully perform every provision of this Lease to be performed by it, Landlord or Landlord's successor shall return the Security Deposit or any balance thereof to Tenant not more than thirty (30) days following the expiration of the term hereof. Landlord may, but need not, either (i) deliver the Security Deposit or any balance thereof to the purchaser or other successor of Landlord's interest in the Premises in the event that such interest be sold or otherwise transferred, or (ii) deliver such funds to Tenant. Upon any transfer of Landlord's interest in the Premises, or upon Landlord's delivery to Tenant of the Security Deposit or any balance thereof, Landlord shall be discharged from any further liability with respect to the Security Deposit. This provision shall also apply to any subsequent transferors of Landlord's interest in the Premises.

5.2 Upon execution of this Lease, Tenant shall execute a financing statement and security agreement granting Landlord a security interest in all goods which are or may become inventory, supplies, equipment, fixtures or leasehold improvements on the real estate described below, whether integrally incorporated into the real estate or readily removable, and whether or not purchased by the Tenant with funds provided by the Landlord.

## 6. USES.

6.1 Permitted Uses: The Premises shall be used solely for general office/retail purposes and for no other purpose without the prior written consent of the Landlord. Tenant shall not do or suffer anything to be done in or about the Premises, nor shall Tenant bring or allow anything to be brought into the Premises, which will in any way increase the rate of fire insurance or other insurance upon the Development or its contents, cause a cancellation of said insurance or otherwise affect said insurance in any manner. Tenant shall not do or suffer anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other occupants of the Development or injure or annoy said occupants, nor shall Tenant use or suffer the Premises to be used for any immoral, unlawful or objectionable purpose. In no event shall Tenant cause or suffer to be caused any nuisance in or about the Premises, and no loud speakers or similar devices shall be used without the prior written approval of Landlord. Tenant further agrees not to commit or suffer to be committed any waste in or upon the Premises. The provisions of this paragraph are for the benefit of Landlord only and shall not be construed to be for the benefit of any tenant or occupant of the Development.

6.2 Compliance with Law: Tenant shall not do or suffer anything to be done in or about the Premises which will in any way conflict with any law, statute, ordinance, or other governmental rule, regulation or requirement now in force or which may hereafter be enacted or promulgated. At its sole cost and expense, Tenant shall promptly comply with all said governmental measures and also with the requirements of any board of fire underwriters or other similar body now or hereafter constituted to deal with the condition, use or occupancy of the Premises, excluding structural changes not related to or affected by Tenant's alterations, additions or improvements.

## 7. SERVICES AND UTILITIES.

7.1 Services Provided: Tenant shall pay for all water, heat, air conditioning, lighting, electricity and other utilities furnished to the Premises. If the Premises are not separately metered, Tenant shall pay for utilities furnished to the Premises on the basis of monthly statements prepared by Landlord. Tenant agrees at all times to cooperate fully with Landlord and to abide by all the regulations and requirements which Landlord may prescribe from time to time for the proper functioning and protection of the heating, ventilating and air conditioning system(s).

7.2 Special Installations: If Tenant shall require electricity, water, compressed air or any other resource in excess of that usually furnished to the Premises for use as general office space, Tenant shall first procure the consent of Landlord for such additional use, and Landlord shall have the right to withhold its consent or to cause a special meter to be installed in the Premises so as to measure the additional amount of the resource being consumed by Tenant. Tenant shall pay to Landlord the cost of any meters and their installation and maintenance, any additional cost incurred by Landlord in accounting for the resources consumed at the rates charged by the local public utility or agency furnishing the same.

7.3 Heat Generating Equipment: Whenever heat generating machines or equipment or lighting other than Development standard lights are used in the Premises by Tenant which affect the temperature otherwise maintained by the air conditioning system, Landlord shall have the right to install supplementary air conditioning units in the Premises. The cost, thereof, including installation and operating and maintenance shall be paid by Tenant.

7.4 Interruption of Services: Landlord shall not be liable for any failure to provide for any reduction in any of the above services or utilities if such failure or reduction is caused by the making of repairs or improvements to the Premises or to the Development, the installation of equipment, the elements, labor disturbances, or any other accidents or conditions beyond the reasonable control of Landlord, or rationing or restrictions on the use of said services and utilities due to energy shortages or other causes, whether or not any of the above result from acts or omissions of Landlord. Furthermore, Landlord shall be entitled to cooperate voluntarily with the efforts of national, state or local governmental bodies or utilities suppliers in reducing energy or other resource consumption.

7.5 Additional Rent: Any sums payable under this Section 7 shall be considered additional rent and may be added to any installment of rent thereafter becoming due, and Landlord shall have the same remedies for a default in payment of such sum as for a default in the payment of rent.

## 8. TAXES PAYABLE BY TENANT

Tenant shall pay before delinquency any and all taxes levied or assessed and which become payable by Landlord or Tenant during the term of this Lease, whether or not now customary or within the contemplation of the parties, which are based upon, measured by or otherwise calculated with respect to (a) the gross receipts tax levied by any taxing authority, or any other gross income tax or excise tax levied by any taxing authority with respect to the receipt of the rent; (b) the value of Tenant's equipment, furniture, fixtures or other personal property located in the Premises; (c) the possession, lease, operation, management, maintenance, alteration, repair, use or occupancy by Tenant of the Premises or any portion thereof; (d) the value of any leasehold improvements, alterations or additions made in or to the Premises, regardless of whether title to such improvements, alterations or additions shall be in Tenant or Landlord; or (e) this transaction or any document to which Tenant is a party creating or transferring an interest or an estate in the Premises.

## 9. ALTERATIONS

Tenant shall not make or suffer to be made any alterations, additions or improvements to the Premises or any part thereof which affect the structure of the Development, building services, the peaceful enjoyment of other occupants of the Development or otherwise affect space other than the Premises and shall not, without obtaining Landlord's prior written consent, make or suffer to be made any other alterations, additions or improvements to the Premises, including the attachment of any fixtures or equipment. When applying for such consent, Tenant shall, if requested by Landlord, furnish complete plans and specifications for such alterations, additions or improvements. All alterations, additions and improvements to the Premises shall, at Landlord's option, either (a) be made by Landlord for Tenant's account and, within ten (10) days from receipt of a written statement from Landlord, Tenant shall reimburse Landlord for all costs thereof, including a reasonable charge for Landlord's overhead expenses; or (b) be made by Tenant at Tenant's sole cost and expense, and any contractor selected by Tenant to do such work must first be approved in writing by Landlord. All alterations, additions, fixtures and improvements, including all improvements made pursuant to Attachment 2, whether temporary in character, made in or upon the Premises either by Landlord or Tenant, shall at once become part of the realty and belong to Landlord and, at the end of the term hereof, shall remain on the Premises without compensation of any kind to Tenant.

## 10. REPAIR

Landlord agrees to make all necessary repairs to the exterior walls, exterior doors, exterior windows, exterior corridor windows, and corridors of the Development. Landlord agrees to keep the Development equipment such as elevators, plumbing, heating, ventilating, air conditioning and similar equipment in good repair, but Landlord shall not be liable or responsible for break downs or temporary interruptions in service where reasonable efforts are used to restore service. Landlord agrees to make repair, if necessary, to interior walls, floors, glass, and ceilings installed by Landlord and resulting from any defects in construction. Landlord agrees to make the original installation of all light bulbs, fluorescent and incandescent, and starters therefor, which are required for the Premises at the inception of this Lease.

Tenant agrees that it will make all repairs to the Premises not required above to be made by Landlord and to do all redecorating, remodeling, alteration and painting required by it during the term of the Lease and Tenant will pay for any repairs to the Premises or the Development containing the Premises made necessary by any negligence of Tenant or its employees or persons permitted in the Development by Tenant and will maintain the leased Premises in a safe, clean, neat and sanitary condition. Tenant agrees to replace and pay for all light bulbs, fluorescent and incandescent, and starters therefor, as the same need to be replaced in the Premises during the term of this Lease.

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There shall be no allowance to Tenant for inconvenience or injury to business arising from the making of any repairs to the Premises of the Development.

#### 11. DAMAGE BY FIRE OR CASUALTY

If the Premises or the Development are damaged by fire or other casualty, Landlord shall repair the same, provided such repairs can be made within forty-five (45) days from the date of such damage. In such event, this Lease shall remain in full force and effect except that, if the damage is not the result of the negligence, passive or active, or willful misconduct of Tenant or its agents or invitees, Tenant shall be entitled to a proportionate reduction of rent while such repairs to be made by Landlord are being made. Proportionate reduction shall be based upon the extent to which the making of such repairs to be made hereunder by Landlord shall interfere with the business carried on by Tenant in the Premises. Within fifteen (15) days from the date of such damage, Landlord shall notify Tenant whether or not such repairs can be made within forty-five (45) days from the date of such damage and Landlord's determination thereof shall be binding on Tenant. If such repairs cannot be made within forty-five (45) days from the date of such damage, Landlord shall have the option, exercisable at any time within thirty (30) days of the date of such damage either to (a) notify Tenant of Landlord's intention to repair such damage, in which event this Lease shall continue in full force and effect and the rent shall be reduced as provided herein; or (b) notify Tenant of Landlord's election to terminate the Lease as of a date specified in such notice, which date shall be not less than thirty (30) nor more than ninety (90) days after such notice is given. In the event that such notice to terminate is given by Landlord, this Lease shall terminate on the date specified in such notice. In case of such termination, if the damage giving rise to such termination is not the result of the negligence, passive or active, or willful misconduct of Tenant or its agents or invitees, the rent shall be reduced by a proportionate amount based upon the extent to which said damage interfered with the business carried on by Tenant in the Premises, and the Tenant shall pay such reduced rent up to the date of termination. Landlord shall refund to Tenant, if Tenant is not then in default, any rent previously paid for any period of time subsequent to such date of termination. The repairs to be made hereunder by Landlord shall not include, and Landlord shall not be required to repair, any damage by fire or other cause to the property of Tenant or any repairs or replacements of any paneling, decorations, railings, floor coverings, or any alterations, additions, fixtures or improvements installed on the Premises by or at the expense of Tenant.

#### 12. LIENS

Tenant shall not permit any mechanics', materialmen's, or other liens to be asserted against the real property of which the Premises form a part nor against Tenant's leasehold interest in the Premises arising directly or indirectly from any act or activity of Tenant. Landlord shall have the right at all times to post and keep posted on the Premises any notices which it deems necessary for protection from such liens. If any such liens are filed, Landlord may, without waiving its rights and remedies based on such breach by Tenant and without releasing Tenant from any obligations, cause such liens to be released by any means Landlord shall deem proper, including, without inquiring into the validity thereof, payment in satisfaction of the claim giving rise to such lien or the posting of a bond. Tenant shall pay to Landlord at once, without notice or demand, any sum paid by Landlord to remove such liens, together with interest thereon from the date of payment at the Permitted Rate (as defined in Section 20.22).

#### 13. INDEMNIFICATION

Tenant assumes all risks and waives all claims against Landlord for any damage to any property or any injury to or death of any person in or about the Premises or the Development arising at any time and from any cause other than solely by reason of the negligent or willful act of Landlord, or its agents, employees or contractors. Tenant also agrees to indemnify, defend and hold Landlord harmless from and against any and all claims or liability for any injury or damage to any person or property whatsoever: (a) occurring in, on or about the Premises or any part thereof, and (b) occurring in, on, or about any facilities including, without limitation, stairways, passageways, hallways, sidewalks and parking areas, the use of which Tenant may have in conjunction with other tenants of the Development when such injury or damage shall be caused in part or in whole by the act, neglect, fault, or omission of any duty by Tenant, its agents, servants, employees or invitees. Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all claims by or on behalf of any person, firm, or corporation arising from the conduct or management of any work or thing done by Tenant in or about or from transaction of Tenant concerning the Premises, and will indemnify, defend and hold Landlord harmless from and against any and all claims arising from any breach or default on the part of Tenant in the performance of any covenant or agreement on the part of Tenant to be performed pursuant to the terms of this Lease, or arising from any act or negligence of Tenant, or any of its agents, contractors, servants, employees or licensees, and from and against all costs, counsel fees, expenses and liabilities incurred in connection with such claim or action or proceeding brought thereon. In case any action or proceeding is brought against Landlord by reason of any such claims or liability, Tenant shall defend such action or proceeding at Tenant's sole expense by counsel satisfactory to Landlord. These provisions survive the expiration or termination of this Lease with respect to any claims or liability occurring prior to expiration or termination.

#### 14. INSURANCE

14.1 Required Insurance: Tenant shall, at its sole cost and expense, procure, maintain and keep in force during the term of this Lease a policy or policies of comprehensive general liability insurance, including public liability and property damage, on an occurrence basis against claims for personal injury including without limitation bodily injury, death or property damage occurring in, in or about the Premises, or arising from or connected with the use, conduct, or operation of Tenant's business or interest, in an amount of not less than \$1,000,000 (or a larger minimum amount at such time Landlord deems it to be a reasonable business practice) with respect to personal injury or death of one or more persons and to damage to property. Said policy or policies shall: (a) name Landlord and Landlord's lender(s) as additional insureds; (b) be issued by an insurance company which is acceptable to Landlord and licensed to do business in the State of Nebraska; and (c) provide that said insurance shall not be cancelled or modified unless thirty (30) days prior written notice shall have been given to Landlord and Landlord's lender(s). Said policy or policies or certificates thereof shall be delivered to Landlord by Tenant upon commencement of the term of this Lease and upon each renewal of insurance.

14.2 Waiver of Subrogation: Landlord and Tenant waive and release any right that each may have against the other on account of any loss or damage which is covered by a policy of insurance that does not provide for loss of or reduction in insurance coverage on account of such waiver. The parties shall each cause their insurance companies to waive any rights of subrogation that such companies may have against Landlord or Tenant. All such policies of insurance shall contain, if obtainable, an endorsement or agreement by the insurer that any loss shall be payable in accordance with the terms of such policy notwithstanding any act or negligence of Tenant which might otherwise result in forfeiture of insurance and the further agreement of the insurer waiving all right of setoff, counterclaim or deductions against Tenant and Landlord.

#### 15. ASSIGNMENT, SUBLETTING AND RECAPTURE

15.1 Landlord's Consent: Tenant shall not sell, assign, encumber or transfer by operation of law or otherwise, this Lease or any interest herein, sublet the Premises or any part thereof, or suffer any other person to occupy or use the Premises or any portion thereof, without the prior written consent of Landlord, nor shall Tenant permit any lien to be placed on Tenant's interest by operation of law. Landlord's consent to one sale, assignment, encumbrance, subletting, occupation, lien or other transfer shall not release Tenant from any of Tenant's obligations to any subsequent occurrence. Any sale, assignment, encumbrance, subletting, occupation, lien or other transfer of this Lease which does not comply with the provisions of this Section 15 shall be void.

15.2 Assignment by Operation of Law: For purposes of Section 15.1, each of the following acts shall be considered an assignment by operation of law:

15.2.1 If a Tenant is or becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or institutes a proceeding under the Bankruptcy Act in which Tenant is the bankrupt; or, if Tenant is a partnership or consists of more than one person or entity, if any partner of the partnership or other person or entity is or becomes bankrupt or insolvent, or makes an assignment for the benefit of creditors;

15.2.2 If a writ of attachment or execution is levied on this Lease; or

15.2.3 If, in any proceeding or action to which Tenant is a party, a receiver is appointed with authority to take possession of the Premises. An assignment by operation of law shall constitute a default by Tenant and Landlord shall have the right to elect to terminate this Lease, in which case this Lease shall not be treated as an asset of Tenant. If a writ of attachment or execution is levied on this Lease, Tenant shall have ten (10) days in which to cause the attachment or execution to be removed. If any involuntary proceeding in bankruptcy is brought against Tenant, or if a receiver is appointed, Tenant shall have thirty (30) days in which to have the involuntary proceeding dismissed or the receiver removed.

15.3 No Release from Liability: Any subletting, assignment or other transfer hereunder by Tenant shall not result in Tenant being released or discharged from

interest on such deposit. If Tenant shall fully and faithfully perform every provision of this Lease to be performed by it, Landlord or Landlord's successor shall return the Security Deposit or any balance thereof to Tenant not more than thirty (30) days following the expiration of the term hereof. Landlord may, but need not, either (i) deliver the Security Deposit or any balance thereof to the purchaser or other successor of Landlord's interest in the Premises in the event that such interest be sold or otherwise transferred, or (ii) deliver such funds to Tenant. Upon any transfer of Landlord's interest in the Premises, or upon Landlord's delivery to Tenant of the Security Deposit or any balance thereof, Landlord shall be discharged from any further liability with respect to the Security Deposit. This provision shall also apply to any subsequent transferors of Landlord's interest in the Premises.

5.2 Upon execution of this Lease, Tenant shall execute a financing statement and security agreement granting Landlord a security interest in all goods which are or may become inventory, supplies, equipment, fixtures or leasehold improvements on the real estate described below, whether integrally incorporated into the real estate or readily removable, and whether or not purchased by the Tenant with funds provided by the Landlord.

## 6. USES.

6.1 Permitted Uses: The Premises shall be used solely for general office/retail purposes and for no other purpose without the prior written consent of the Landlord. Tenant shall not do or suffer anything to be done in or about the Premises, nor shall Tenant bring or allow anything to be brought into the Premises, which will in any way increase the rate of fire insurance or other insurance upon the Development or its contents, cause a cancellation of said insurance or otherwise affect said insurance in any manner. Tenant shall not do or suffer anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other occupants of the Development or injure or annoy said occupants, nor shall Tenant use or suffer the Premises to be used for any immoral, unlawful or objectionable purpose. In no event shall Tenant cause or suffer to be caused any nuisance in or about the Premises, and no loud speakers or similar devices shall be used without the prior written approval of Landlord. Tenant further agrees not to commit or suffer to be committed any waste in or upon the Premises. The provisions of this paragraph are for the benefit of Landlord only and shall not be construed to be for the benefit of any tenant or occupant of the Development.

6.2 Compliance with Law: Tenant shall not do or suffer anything to be done in or about the Premises which will in any way conflict with any law, statute, ordinance, or other governmental rule, regulation or requirement now in force or which may hereafter be enacted or promulgated. At its sole cost and expense, Tenant shall promptly comply with all said governmental measures and also with the requirements of any board of fire underwriters or other similar body now or hereafter constituted to deal with the condition, use or occupancy of the Premises, excluding structural changes not related to or affected by Tenant's alterations, additions or improvements.

## 7. SERVICES AND UTILITIES.

7.1 Services Provided: Tenant shall pay for all water, heat, air conditioning, lighting, electricity and other utilities furnished to the Premises. If the Premises are not separately metered, Tenant shall pay for utilities furnished to the Premises on the basis of monthly statements prepared by Landlord. Tenant agrees at all times to cooperate fully with Landlord and to abide by all the regulations and requirements which Landlord may prescribe from time to time for the proper functioning and protection of the heating, ventilating and air conditioning system(s).

7.2 Special Installations: If Tenant shall require electricity, water, compressed air or any other resource in excess of that usually furnished to the Premises for use as general office space, Tenant shall first procure the consent of Landlord for such additional use, and Landlord shall have the right to withhold its consent or to cause a special meter to be installed in the Premises so as to measure the additional amount of the resource being consumed by Tenant. Tenant shall pay to Landlord the cost of any meters and their installation and maintenance, any additional cost incurred by Landlord in accounting for the resources consumed at the rates charged by the local public utility or agency furnishing the same.

7.3 Heat Generating Equipment: Whenever heat generating machines or equipment or lighting other than Development standard lights are used in the Premises by Tenant which affect the temperature otherwise maintained by the air conditioning system, Landlord shall have the right to install supplementary air conditioning units in the Premises. The cost, thereof, including installation and operating and maintenance shall be paid by Tenant.

7.4 Interruption of Services: Landlord shall not be liable for any failure to provide for any reduction in any of the above services or utilities if such failure or reduction is caused by the making of repairs or improvements to the Premises or to the Development, the installation of equipment, the elements, labor disturbances, or any other accidents or conditions beyond the reasonable control of Landlord, or rationing or restrictions on the use of said services and utilities due to energy shortages or other causes, whether or not any of the above result from acts or omissions of Landlord. Furthermore, Landlord shall be entitled to cooperate voluntarily with the efforts of national, state or local governmental bodies or utilities suppliers in reducing energy or other resource consumption.

7.5 Additional Rent: Any sums payable under this Section 7 shall be considered additional rent and may be added to any installment of rent thereafter becoming due, and Landlord shall have the same remedies for a default in payment of such sum as for a default in the payment of rent.

## 8. TAXES PAYABLE BY TENANT

Tenant shall pay before delinquency any and all taxes levied or assessed and which become payable by Landlord or Tenant during the term of this Lease, whether or not now customary or within the contemplation of the parties, which are based upon, measured by or otherwise calculated with respect to (a) the gross receipts tax levied by any taxing authority, or any other gross income tax or excise tax levied by any taxing authority with respect to the receipt of the rent; (b) the value of Tenant's equipment, furniture, fixtures or other personal property located in the Premises; (c) the possession, lease, operation, management, maintenance, alteration, repair, use or occupancy by Tenant of the Premises or any portion thereof; (d) the value of any leasehold improvements, alterations or additions made in or to the Premises, regardless of whether title to such improvements, alterations or additions shall be in Tenant or Landlord; or (e) this transaction or any document to which Tenant is a party creating or transferring an interest or an estate in the Premises.

## 9. ALTERATIONS

Tenant shall not make or suffer to be made any alterations, additions or improvements to the Premises or any part thereof which affect the structure of the Development, building services, the peaceful enjoyment of other occupants of the Development or otherwise affect space other than the Premises and shall not, without obtaining Landlord's prior written consent, make or suffer to be made any other alterations, additions or improvements to the Premises, including the attachment of any fixtures or equipment. When applying for such consent, Tenant shall, if requested by Landlord, furnish complete plans and specifications for such alterations, additions or improvements. All alterations, additions and improvements to the Premises shall, at Landlord's option, either (a) be made by Landlord for Tenant's account and, within ten (10) days from receipt of a written statement from Landlord, Tenant shall reimburse Landlord for all costs thereof, including a reasonable charge for Landlord's overhead expenses; or (b) be made by Tenant at Tenant's sole cost and expense, and any contractor selected by Tenant to do such work must first be approved in writing by Landlord. All alterations, additions, fixtures and improvements, including all improvements made pursuant to Attachment 2, whether temporary in character, made in or upon the Premises either by Landlord or Tenant, shall at once become part of the realty and belong to Landlord and, at the end of the term hereof, shall remain on the Premises without compensation of any kind to Tenant.

## 10. REPAIR

Landlord agrees to make all necessary repairs to the exterior walls, exterior doors, exterior windows, exterior corridor windows, and corridors of the Development. Landlord agrees to keep the Development equipment such as elevators, plumbing, heating, ventilating, air conditioning and similar equipment in good repair, but Landlord shall not be liable or responsible for break downs or temporary interruptions in service where reasonable efforts are used to restore service. Landlord agrees to make repair, if necessary, to interior walls, floors, glass, and ceilings installed by Landlord and resulting from any defects in construction. Landlord agrees to make the original installation of all light bulbs, fluorescent and incandescent, and starters therefor, which are required for the Premises at the inception of this Lease.

Tenant agrees that it will make all repairs to the Premises not required above to be made by Landlord and to do all redecorating, remodeling, alteration and painting required by it during the term of the Lease and Tenant will pay for any repairs to the Premises or the Development containing the Premises made necessary by any negligence of Tenant or its employees or persons permitted in the Development by Tenant and will maintain the leased Premises in a safe, clean, neat and sanitary condition. Tenant agrees to replace and pay for all light bulbs, fluorescent and incandescent, and starters therefor, as the same need to be replaced in the Premises during the term of this Lease.

any liability under this Lease. As a condition to Landlord's prior written consent as provided in this Section 15, the subtenant, assignee or transferee shall agree in writing to comply with and be bound by all of the terms, covenants, conditions, provisions and agreements of this Lease, and Tenant shall deliver to Landlord, promptly after execution, an executed copy of each sublease, assignment or other instrument of transfer and an agreement of said compliance by each sublessee, assignee or transferee.

#### 16. DEFAULT: Remedies

16.1 Events of Default: The occurrence of any of the following shall constitute a material default and breach of this Lease by Tenant ("Event of Default"):

16.1.1 Any failure by Tenant to pay the Basic Monthly Rental or to make any other payment when and as required to be made by Tenant.

16.1.2 The abandonment or vacation of the Premises by Tenant for thirty (30) days.

16.1.3 Any failure by Tenant to observe and perform any other provisions of this Lease to be observed or performed by Tenant, where such failure continues for ten (10) days after written notice thereof by Landlord to Tenant; provided, however, that if the nature of such default is such that the same cannot reasonably be cured within such ten (10) day period, Tenant shall not be deemed to be in default if Tenant shall within such period commence such cure and thereafter diligently prosecute the same to completion.

16.2 Damages upon Termination: Upon the occurrence of an Event of Default, then in addition to any other remedies available to Landlord at law or in equity, Landlord shall have the immediate option to terminate this Lease and all rights of Tenant hereunder by giving written notice of such intention to terminate. If Landlord shall elect to terminate this Lease, Landlord shall be entitled to recover from Tenant:

16.2.1 Rents and other amounts, calculated under this Lease, due at the time of such termination; plus

16.2.2 Liquidated Damages calculated by multiplying the total number of months remaining under the Lease Term times: (i) the total Basic Monthly Rental in effect as of the date Landlord terminates the Lease, as defined under Section 4.1; and (ii) total monthly Operating Expenses as defined and calculated under Section 4.3. By way of example, if Tenant had fourteen (14) months remaining under its Lease Term as of the date of termination of the Lease by Landlord, and the current Basic Monthly Rental was \$1000.00 and the monthly Operating Expenses were \$100, then Tenant would owe Liquidated Damages to Landlord totalling \$15,400.00, calculated as of the date Landlord terminates the Lease (see Section 16.2.3 for Interest adjustment); plus

16.2.3 Interest on amounts determined under Sections 16.2.1 and 16.2.2, shall be computed at the Permitted Rate, commencing from the date Landlord terminates the Lease and ending on the date Tenant makes payment in full of amounts due under Sections 16.2.1 and 16.2.2; plus

16.2.4 Any other amount necessary to compensate Landlord for all the detriment caused by Tenant's failure to perform his obligations under this Lease.

16.3 Re-Entry by Landlord: In the event of such default by Tenant, Landlord shall also have the right with or without terminating this Lease, to re-enter the Premises and remove all persons and property from the Premises. Such property may be removed and stored in a warehouse or elsewhere at the cost of and for the account of the Tenant. If stored by Landlord, Landlord shall have a lien on the property for storage, as well as incidental costs such as labor and security.

16.4 Recovery of Rental: In the event of such default by Tenant, if Landlord shall elect not to terminate this Lease as provided for in Section 16.2 above, Landlord may from time to time recover all rental as it becomes due.

16.5 Re-entry and Reletting: No re-entry or taking possession of the Premises by Landlord pursuant to Sections 16.3 or 16.4 above shall be construed as an election to terminate this Lease unless a written notice of such intention be given to Tenant or unless the termination be decreed by a court of competent jurisdiction. Notwithstanding any reletting without termination by Landlord because of any default by Tenant, Landlord may at any time after such reletting elect to terminate this Lease for any such default.

#### 17. EMINENT DOMAIN

If more than thirty-five percent (35%) of the floor area of the Premises shall be taken under the power of eminent domain or conveyed in lieu thereof, either party shall have the right to terminate this Lease. If any part of the Development, whether or not the Premises are included, or any part of the land on which the Development is located, or any interest in either of them, shall be taken under the power of eminent domain or conveyed in lieu thereof, Landlord may terminate this Lease at its option. Landlord shall receive (and Tenant shall assign to Landlord upon demand from Landlord) any income, rent, award or any interest therein, which may be paid in connection with the exercise of such power of eminent domain, and Tenant shall have no claim against Landlord for any part of any sum paid by virtue of such proceedings, whether or not attributable to the value of the unexpired term of this Lease. If a part of the Premises shall be so taken or appropriated or conveyed and neither party shall elect to terminate this Lease and the Premises have been damaged as a consequence of such partial taking or appropriation or conveyance, Landlord shall, to the extent of the net award received by Landlord, restore the remaining part of the Premises at Landlord's cost and expense; provided, however, that Landlord shall not be required to repair or restore any injury or damage to the property of Tenant or to make any repairs or restorations of any alterations, additions, fixtures, or improvements installed on the Premises by or at the expense of Tenant. Thereafter, the rent to be paid under this Lease for the remainder of its term shall be proportionately reduced based upon the ratio of floor area taken to the total floor area of the Premises.

#### 18. HOLDING OVER

18.1 With Landlord's Consent: Any holding over after the expiration of the term of this Lease with the prior written consent of Landlord shall be a tenancy from month to month. The terms, covenants and conditions of such tenancy shall be the same as provided herein, except that the Basic Monthly Rental shall be one hundred fifty percent (150%) of the Basic Monthly Rental in effect on the date of such expiration, subject to adjustment as provided in Section 4. Acceptance by Landlord of rent after such expiration shall not result in any other tenancy or any renewal of the term of this Lease, and the provisions of this Section 18 are in addition to and do not affect Landlord's right of re-entry or other rights provided under this Lease or by applicable law.

18.2 Without Landlord's Consent: If Tenant, without Landlord's prior written consent, shall retain possession of the Premises or any part thereof following the expiration or sooner termination of this Lease, then Tenant shall be guilty of unlawful detainer, and the acceptance of rent by Landlord shall not convert such unlawful detainer into a valid month-to-month or other tenancy, and nothing contained in this Section 18 shall waive Landlord's right of re-entry or any other right. In the event of such unlawful detainer, Tenant shall also indemnify and hold Landlord harmless from any loss or liability resulting from delay by Tenant in surrendering the Premises, including, without limitation, any claims made by any succeeding tenant or purchaser of the Development. Alternatively, if Landlord gives notice to Tenant of Landlord's election thereof, such holding over shall constitute a renewal of this Lease for a period from month-to-month or for one year, whichever shall be specified in such notice.

#### 19. SUBORDINATION

This Lease shall be subject and subordinate to: (a) all ground leases or underlying leases which may now exist or hereafter be executed affecting the Development or the land upon which the Development is situated or both, and (b) the lien of any mortgage or deed of trust which may now exist or hereafter be executed in any amount for which said Development, land, ground leases or underlying leases, or any part thereof, or Landlord's interest or estate in any of said items, is specified as security. Notwithstanding the foregoing, Landlord shall have the right to subordinate or cause to be subordinated any such ground leases or underlying leases or any such liens to this Lease in the event that any ground lease or underlying lease terminates for any reason or any mortgage or deed of trust is foreclosed or a conveyance in lieu of foreclosure is made for any reason. Tenant shall, notwithstanding any subordination, attorn to and become the Tenant of the successor in interest to Landlord, at the option of such successor in interest. Tenant covenants and agrees to execute and deliver, upon demand by Landlord and in the form requested by Landlord, any additional document evidencing or further affecting the priority or subordination of this Lease with respect to any such ground lease or underlying leases or the lien of any such mortgage or deed of trust. Tenant hereby irrevocably appoints Landlord as attorney-in-fact of Tenant to execute, deliver and record any such documents in the name of and on behalf of Tenant.

#### 20. MISCELLANEOUS

20.1 Rules and Regulations: Tenant shall faithfully comply with the rules and regulations set forth in Attachment 3, together with all modifications and additions thereto adopted by Landlord from time to time in writing. Landlord shall not be responsible for the nonperformance by any other tenant or occupant of the Development of any of said rules and regulations.

20.2 Landlord's Reserved Rights: Landlord may enter upon the Premises and exercise the following rights without notice and without liability to Tenant for damage or injury to property, person or business and without effecting an eviction or disturbance of Tenant's use of possession or giving rise to any claim for set-off or abatement of rent:

- (a) To change the name or street address of the Development;
- (b) To install and maintain signs on the exterior of the Development;
- (c) To have access to all mail chutes according to the rules of the United States Post Office Department;
- (d) At any reasonable time or times, to decorate, and to make at its own expense, repairs, alterations, additions and improvements, structural or otherwise, in or to the Premises, the Development or part thereof, and any adjacent building, land, street, alley, and during such operations to take into and through the Premises or any part of the Development, all materials required, and to temporarily close or suspend operation of entrances, doors, corridors, elevators, or other facilities;
- (e) To have pass keys to the Premises;
- (f) To designate all sources furnishing sign manufacturing, painting and lettering on the Premises;
- (g) To exhibit the Premises to others at reasonable times upon reasonable notice;
- (h) To take any and all reasonable measures, including inspections or the making of repairs, alterations, additions, and improvements in the Premises or to the Development necessary or desirable for the safety, protection, operation or preservation of the Premises or the Development.

Provided, however, if the Premises are rendered wholly or partially untenantable by Landlord's exercise of any or all of the foregoing rights, the rent shall be abated in proportion to the part of the Premises which becomes untenantable.

20.3 Landlord's Right to Cure Default: All covenants and agreements to be kept or performed by Tenant under the terms of this Lease shall be performed by Tenant at Tenant's sole cost and expense and without any reduction of rent. If Tenant shall be in default on its obligations under this Lease to pay any sum of money or to perform any other act hereunder, not cured within any applicable grace period provided in Section 16.1, Landlord may, but shall not be obligated to, make any such payment or perform any such act on Tenant's part without waiving its right based upon any default of Tenant and without releasing Tenant from any obligations. All sums so paid by Landlord and all incidental costs, together with interest at the Permitted Rate from the date of such payment or the incurrence of such cost by Landlord, whichever occurs first, shall be paid to Landlord on demand. In the event of nonpayment by Tenant, Landlord shall have, in addition to any other rights or remedies hereunder, the same rights and remedies as in the case of default by Tenant for nonpayment of rent.

20.4 Surrender of Premises: A voluntary surrender or other surrender of this Lease by Tenant or the mutual cancellation of this Lease shall not work a merger. At the option of Landlord, however, any surrender or mutual cancellation of this Lease may terminate any existing subleases or subtenancies or may operate as an assignment to Landlord of any such subleases or subtenancies.

20.5 Sale by Landlord: If Landlord sells or conveys the Premises, Landlord shall be released from any liability arising thereafter based upon any of the terms, covenants, or conditions, express or implied, contained in this Lease. Tenant agrees to look solely to Landlord's successor in interest for any liability under this Lease. If any security has been given by Tenant to secure the faithful performance of any of the covenants of this Lease, Landlord may retain said security with Landlord's successor becoming responsible to Tenant for said security or may transfer or deliver said security to Landlord's successor in interest and, in either event, Landlord shall be discharged from any further liability with regard to said security. Except as set forth in this paragraph, this Lease shall not be affected by any sale or conveyance of the Premises by Landlord, and Tenant agrees to atorn to Landlord's successor in interest.

20.6 Estoppel Certificate: Within ten (10) days following any written request which Landlord may make from time to time, Tenant shall execute and deliver to Landlord a statement certifying: (a) the Commencement Date of this Lease, (b) the fact that this Lease is unmodified and in full force and effect (or, if there have been modifications thereto, that this Lease is in full force and effect, as modified, and stating the date and nature of such modifications), (c) the date to which the rent and other sums payable under this Lease have been paid, (d) the fact that there are no current defaults under this Lease by either Landlord or Tenant except as specified in Tenant's statement, and (e) such other matters as may be requested by Landlord. Landlord and Tenant intend that any statement delivered pursuant to this paragraph may be relied upon by any mortgagee, beneficiary, purchaser, or prospective purchaser of the Development or any interest therein.

20.7 Light and Air: Tenant agrees that no diminution of light, air or view by any structure which may hereafter be erected (whether or not by Landlord) shall entitle Tenant to any reduction of rent under this Lease, result in any liability of Landlord to Tenant, or in any other way affect this Lease.

20.8 Late Charge: Tenant recognizes that late payment of any rent or other sum due from Tenant to Landlord will result in administrative expense and loss of interest to Landlord, the extent of which is extremely difficult and economically impractical to ascertain. Tenant therefore agrees that if rent or any other payment due hereunder from Tenant to Landlord is paid after the date said amount is due, the amount of such unpaid rent or other payment shall be increased by a late charge to be paid Landlord by Tenant in an amount equal to Ten Dollars (\$10.00) for each day late for the first four (4) days; if the amount due remains unpaid five (5) days after said amount is due, the amount of such unpaid rent or other payment shall be increased by a late charge to be paid Landlord by Tenant in an amount equal to the greater of Fifty and No/100 Dollars (\$50.00) or six percent (6%) of the amount not timely paid. Tenant agrees that such amount is a reasonable estimate of such loss and expense and may be charged by Landlord to defray such loss and expense. The amount of the late charge to be paid Landlord by Tenant on any unpaid rent or other payment shall be reassessed and added to Tenant's obligation for each successive monthly period accruing after the date of which the late charge is initially imposed. The provisions of this section in no way relieve Tenant of the obligation to pay rent or other payments on or before the date on which they are due, nor do the terms of this section in any way affect Landlord's remedies pursuant to Section 16 of this Lease in the event said rent or other payment is unpaid after the date due.

20.9 Waiver: If either Landlord or Tenant waives the performance of any term, covenant, or condition contained in this Lease, such waiver shall not be deemed to be a waiver of the term, covenant or condition itself or a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein. The acceptance of rent by Landlord shall not constitute a waiver of any preceding breach. Failure by Landlord to enforce any of the terms, covenants, or conditions of this Lease for any length of time shall not be deemed to waive or to decrease the right of Landlord to insist thereafter upon strict performance by Tenant. Waiver by Landlord of any term, covenant or condition contained in this Lease may only be made by a written document signed by Landlord.

20.10 Notices: All notices and demands which are required or permitted to be given by either party to the other under this Lease shall be written and shall be delivered personally or sent by certified or registered mail, postage prepaid, addressed, in the case of Tenant, to the Premises, or to such other place as Tenant may from time to time designate by written notice, and in the case of Landlord, addressed to Landlord at P.O. Box 82307, Lincoln, NE 68501, or to such other place as Landlord may from time to time designate by written notice. All such notices and demands sent by mail shall be presumed to have been received by the addressee three (3) days after posting in the United States mail.

20.11 Landlord's Option to Relocate Tenant: At any time after Tenant's execution of this Lease, if the Premises covered by this Lease contain less than 2,500 square feet, Landlord shall have the right, upon providing Tenant thirty (30) days' notice in writing, to provide and furnish Tenant with space elsewhere in the Development of approximately the same size as the Premises. Landlord shall arrange for and pay the costs of moving Tenant to such new space. In the event Landlord moves Tenant to such new space, then this Lease and each and all of the terms and covenants and conditions hereof shall remain in full force and effect and thereupon be deemed applicable to such new space except that a revised Attachment 1 shall become part of this Lease and shall reflect the location of the new space. Should Tenant refuse to permit Landlord to move Tenant to such new space at the end of said thirty (30) day period, Landlord shall have the right to terminate this Lease by ten (10) days' notice to such effect given to Tenant in writing, which termination shall be effective upon the expiration of such ten (10) day period.

20.12 Defined Terms and Headings: If there is more than one Tenant, the obligations imposed under this Lease upon Tenant shall be joint and several. The headings and titles to the sections and subsections of this Lease are used for convenience only and shall have no effect upon the construction or interpretation of the Lease.

20.13 Time: Time is of the essence of this Lease and all of its provisions. If, however, the date of which any act or occurrence required or permitted to occur herein, or if the last day upon which any condition may be satisfied, shall be a Saturday, Sunday or legal holiday, such day or date shall be deemed to have been set for the next business day immediately following such Saturday, Sunday or legal holiday.

20.14 Successors and Assigns: Subject to the provisions of Section 15, the terms, covenants and conditions herein shall be binding upon and inure to the benefit of the heirs, successors, executors, administrators and assigns of the parties hereto.

20.15 Entire Agreement: This Lease, together with the exhibits, contains all of the agreements of the parties hereto and supersedes any prior or contemporaneous negotiations or agreements. There have been no representations made by Landlord or its agents or understandings made between the

parties other than those set forth in this Lease and its exhibits. This Lease may not be modified except by an instrument executed by the party to be charged.

20.16 Severability: The validity of any provision of this Lease as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

20.17 Representations: If Tenant is a corporation, each individual executing this Lease on behalf of said corporation represents and warrants that he is duly authorized in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the Bylaws of said corporation, that this Lease is binding upon said corporation in accordance with its terms. If Tenant is a corporation, it shall, within fourteen (14) days after execution of this Lease, deliver to Landlord a certified copy of a resolution of the Board of Directors of said corporation authorizing or ratifying the execution of this Lease.

20.18 Applicable Law: This Lease shall be governed by the laws of the State of Nebraska.

20.19 Tenant's Percentage: The Tenant's Percentage set forth in Section 1.8 shall be equal to the ratio that the Rentable Space contained in the Premises bears to the total Rentable Space for the Development.

20.20 Permitted Rate: As used herein, the term 'Permitted Rates' shall mean the interest rate that is equal to sixteen percent (16%) per annum, but if the maximum lawful rate of interest that may be charged by Landlord shall be ascertainable and shall be less than sixteen percent (16%) per annum, the term, 'Permitted Rate' shall mean the rate of interest that is equal to such maximum lawful rate of interest.

20.21 Advertising: Tenant agrees to use the name of the Development in any and all advertising it does.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the date first above written.

LANDLORD: CH, LTD.

By: Jon A. Camp  
Jon A. Camp, President

Troy J. Falk

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AUG -2 2002

NEBRASKA LIQUOR CONTROL COMMISSION

PERSONAL GUARANTEE

The undersigned hereby guarantee unto the Landlord, its successors and assigns, the payment of the rent and the performance of all of the covenants under said Lease by the Tenant, and hereby waive notice of any default under said Lease and agree that liability shall not be released or affected by an extension of time for payment or by any forbearance by the Landlord.

Dated 1 day of Aug 2002

Troy J. Falk

By: Troy J. Falk  
Troy J. Falk  
1506 E Street  
Lincoln, NE 68508

STATE OF NEBRASKA )  
                                  ) ss  
COUNTY OF LANCASTER )

Subscribed and sworn to by Troy J. Falk before me this 1 day of Aug 2002

GENERAL NOTARY State of Nebraska  
KELLY J ERNST  
My Comm. Exp. Jan. 31, 2009

Kelly J Ernst  
Notary Public

- EXHIBITS: Attachment 1: Diagram of Premises  
Attachment 2: Tenant Finish Schedule (N/A)  
Attachment 3: Rules and Regulations  
Attachment 4: Lease Addendum #1

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AUG -2 2002

STOCK PURCHASE AGREEMENT

NEBRASKA LIQUOR CONTROL COMMISSION

This Stock Purchase Agreement is made this 1st day of Aug, 2002

, by and between Troy

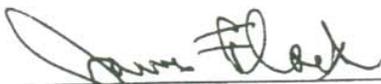
Falk, Buyer, and James Flack, Seller.

Seller agrees to sell his stock representing a 100 % interest in IRIE, Inc., a Nebraska corporation, to Buyer upon the following terms and conditions:

Buyer agrees to hold Seller harmless from all authorized, legitimate debt incurred in the corporate name on or before July 31, 2002, including all corporate taxes due to the Internal Revenue Service, in consideration for Seller's transfer of all his stock in said corporation to Buyer.

Seller agrees to sign over all his shares of stock in said corporation upon the execution of this Agreement by both parties.

As further consideration for the purchase of said stock, Buyer agrees Seller may use the 2000 Dodge Ram 1500 4x4 truck, VIN #1B7HF16Z2YS511920, leased in Buyer's name, through ~~July 31~~ <sup>August 30</sup>, 2002. The maximum use allowed is for 1,500 miles. The odometer currently reads ~~26744~~ <sup>77</sup> miles. Seller shall return the truck to Buyer's possession on ~~July 31~~ <sup>August 30</sup>, 2002, in good condition, normal wear and tear excepted. This limited use of this truck is also part of the consideration for the stock purchase of BDLS, Inc., between the parties.

  
James Flack, Seller

August 1st. 2002

Date

  
Troy Falk, Buyer

August 1st. 2002

Date

1. On August 1st, 2002, Seller and Buyer entered into a contract for sale of the business known as Doc's Place, which contract is contingent upon Buyer receiving approval for a liquor license to operate the business.

2. Seller and Buyer agree to allow Buyer to operate the business, subject to approval by the Liquor Control Commission, for a period not to exceed 120 days subsequent to August 1st, 2002, the date of filing the application with the Liquor Control Commission.

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AUG - 2 2002

NEBRASKA LIQUOR CONTROL COMMISSION

3. Seller will maintain a possessory interest in the property in the form of a lease, use permit or license; 4. Buyer will at all times be the agent of the Seller, but Buyer will be completely and totally responsible for the operation of the business and for all liability associated with the operation of the business during the time when Buyer is acting as Seller's agent; it is specifically understood that Seller shall have no liability for the operation of the business during this period of time, and Buyer agrees to indemnify and hold Seller harmless from any claims arising during this period of operation; however, it is understood the liquor license remains in the name of the Seller and Seller will be responsible for all violations of the liquor laws of the State of Nebraska until such time as Seller's license is canceled;

5. At time of closing, certain funds will be held in escrow pending issuance of the license.

6. Financial Institution: Name, Address, Account number of where escrow account is being

US Bank 344 S 13th Lincoln NE, 68508 150890949251

7. All profits derived from the operation of the business by the buyer, after payment of bills and salaries, shall be paid to the escrow agent to be held until the issuance of the license, it being specifically understood that the Buyer shall receive no profits from the operation of the business until the liquor license has been issued to Buyer, but shall have the right to direct the investment of funds by escrow agent.

8. This agreement constitutes the entire and complete understanding of all parties with regard to the agency relationship, a binding upon the heirs, personal representatives and successors of the parties.

9. It is hereby understood that in the event the Commission denies this application, this Temporary Agency Agreement is null and void the date of the order.

Signature of Seller James R. Fiack
Signature of Seller
Signature of Buyer Troy Falk
Signature of Buyer

Dated this 1st day of August, 2002.

STATE OF NEBRASKA )
COUNTY OF ) ss

The above and foregoing Agency Agreement was acknowledged before me this 1st day of August, 2002, by James Fiack, as Seller.

The above and foregoing Agency Agreement was acknowledged before me this 1st day of August, 2002, by Troy Falk, as Buyer.

Signature & Seal of Notary Public [Signature]

