



Lincoln Police Department  
Thomas K. Casady, Chief of Police  
575 South 10th Street  
Lincoln, Nebraska 68508

402-441-7204  
fax: 402-441-8492



MAYOR CHRIS BEUTLER

lincoln.ne.gov

January 11, 2008

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

Mayor Beutler and Members of the City Council:

An investigation has been made regarding the application of Libations Too, 5310 South 56<sup>th</sup> Street, suite #1 requesting a class C liquor license.

Paul Miloni, owner has requested that he be approved as the manager of the liquor license.

Background information on the applicant is as follows:

Paul Miloni was born in Omaha, Nebraska. He attended the University of Nebraska graduating in 1998.

Paul Miloni employment history is as follows:

1998 - Present	Bartender/ Owner, Libations Too	Lincoln, NE.
2006 - Present	Director, Lincoln Chamber of Commerce	Lincoln, NE.
2005 - 2006	Banker, Bank of the West	Lincoln, NE.
2004 - 2005	Banker, FNB Beatrice	Lincoln, NE.
1999 - 2004	Banker, Wells Fargo	Lincoln, NE.

Stockholder information has been included for your review.

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.

THOMAS K. CASADY, Chief of Police



A nationally accredited law enforcement agency



**APPLICATION FOR LIQUOR LICENSE  
CHECKLIST**

301 CENTENNIAL MALL SOUTH  
PO BOX 95046  
LINCOLN, NE 68509-5046  
PHONE: (402) 471-2571  
FAX: (402) 471-2814  
Website: www.lcc.ne.gov

79644

City

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JAN 02 2008

NEBRASKA LIQUOR  
CONTROL COMMISSION

Applicant Name Black Cadillac, Inc

Trade Name Libations, too Previous Trade Name SAME

Provide all the items requested. Failure to provide any item will cause this application to be returned or placed on hold. All documents must be legible. Any false statement or omission may result in the denial, suspension, cancellation or revocation of your license. If your operation depends on receiving a liquor license, the Nebraska Liquor Control Commission cautions you that if you purchase, remodel, start construction, spend or commit money that you do so at your own risk. Prior to submitting your application review the application carefully to ensure that all sections are complete, and that any omissions or errors have not been made. You may want to check with the city/village or county clerk, where you are making application, to see if any additional requirements must be met before submitting application to the state.

**REQUIRED ATTACHMENTS**

Each item must be checked and included with application or marked N/A (not applicable)

1. Fingerprint cards for each person (two cards per person) must be enclosed with a check payable to the Nebraska State Patrol for processing in the amount of \$38.00 per person. All areas must be completed on cards as per brochure.

2. Enclose registration fee for the appropriate class of license, made out to the Nebraska Liquor Control Commission.

DA 3. Enclose the appropriate application forms; Individual License – Form 1; Partnership License – Form 2; Corporate - Form 3a; Limited Liability Form (LCC) – Form 3b. Corporate Form 3a and LLC Form 3b requires Corporate Manager application – Form 3c.

4. If building is being leased send a copy of the lease. Be sure it reads in the individual(s), corporate or LLC name being applied for. Also, the lease must extend through the license year being applied for. If building owned, send a copy of the deed or purchase agreement in appropriate name.

5. If you are buying the business of a current licensee, provide a copy of the purchase agreement from licensee. This also needs to be in appropriate applicant's name.

6. If wishing to run on current liquor license enclose temporary agency agreement (must be Commission form only, must include copy of signature card from the bank showing both the seller and buyers name on account).

BUS 0095  
45-mm



0700021942

\_\_\_\_ 7. Copy of alcohol inventory being purchased. Inventory shall include brand names and container sizes. Inventory may be taken at the time application is being submitted.

\_\_\_\_ 8. Enclose a list of any inventory or property owned by other parties that are on the premise.

\_\_\_\_ 9. For individual, partnership and LLC enclose proof of citizenship; copy of birth certificate (certificate from the State where born, not hospital certificate), naturalization paper or passport, for all applicants, members and spouses.

\_\_\_\_ 10. If corporation or LLC enclose a copy of articles as filed with the Secretary of States Office. This document must show barcode.

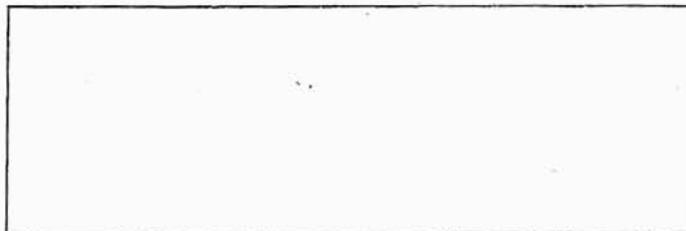
**I acknowledge that this application is not a guarantee that a liquor license will be issued to me, and that the average processing period is 45-60 days. Furthermore, I understand that all the information is truthful and I accept all responsibility for any false documents.**

  
\_\_\_\_\_  
Signature

*Paul Milon*

### APPLICATION FOR LIQUOR LICENSE

301 CENTENNIAL MALL SOUTH  
 PO BOX 95046  
 LINCOLN, NE 68509-5046  
 PHONE: (402) 471-2571  
 FAX: (402) 471-2814  
 Website: www.lcc.ne.gov/



**CLASS OF LICENSE FOR WHICH APPLICATION IS MADE AND FEES**  
**CHECK DESIRED CLASS(S)**

**RETAIL LICENSE(S)**

- A BEER, ON SALE ONLY \$45.00
- B BEER, OFF SALE ONLY \$45.00
- C BEER, WINE & DISTILLED SPIRITS, ON & OFF SALE \$45.00
- D BEER, WINE & DISTILLED SPIRITS, OFF SALE ONLY \$45.00
- I BEER, WINE & DISTILLED SPIRITS, ON SALE ONLY \$45.00

Class K Catering license may be added to any of these classes with the filing of the appropriate form and fee of \$100.00

**MISCELLANEOUS**

- L Craft Brewery (Brew Pub) \$295.00 \$1,000 minimum bond
- O Boat \$ 95.00
- V Manufacturer \$ 45.00(+license fee) \$10,000 minimum bond
- W Wholesale Beer \$545.00 \$5,000 minimum bond
- X Wholesale Liquor \$795.00 \$5,000 minimum bond
- Y Farm Winery \$295.00 \$1,000 minimum bond
- Z Micro Distillery \$295.00 \$1,000 minimum bond

All Class C licenses expire October 31<sup>st</sup>  
 All other licenses expire April 30<sup>th</sup>  
 Catering expire same as underlying retail license

**TYPE OF APPLICATION BEING APPLIED FOR (CHECK ONE)**

- Individual License (requires insert form 1)
- Partnership License (requires insert form 2)
- Corporate License (requires insert form 3a & 3c)
- Limited Liability Company (requires form 3b & 3c)

**NAME OF PERSON OR FIRM ASSISTING WITH APPLICATION**  
 (commission will call this person with any questions we may have on this application)

Name Paul Miloni Phone number: 402-432-4036

Firm Name \_\_\_\_\_

**PREMISE INFORMATION**

Trade Name (doing business as) Libations, Too

Street Address #1 5310 South 56<sup>th</sup> Street Suite #1

Street Address #2 \_\_\_\_\_

City Lincoln County Lancaster Zip Code 68516

Premise Telephone number (402)420-6494

Is this location inside the city/village corporate limits:  YES  NO

Mail address (where you want receipt of mail from the commission)

Name Paul Miloni

Street Address #1 4233 'C' Street

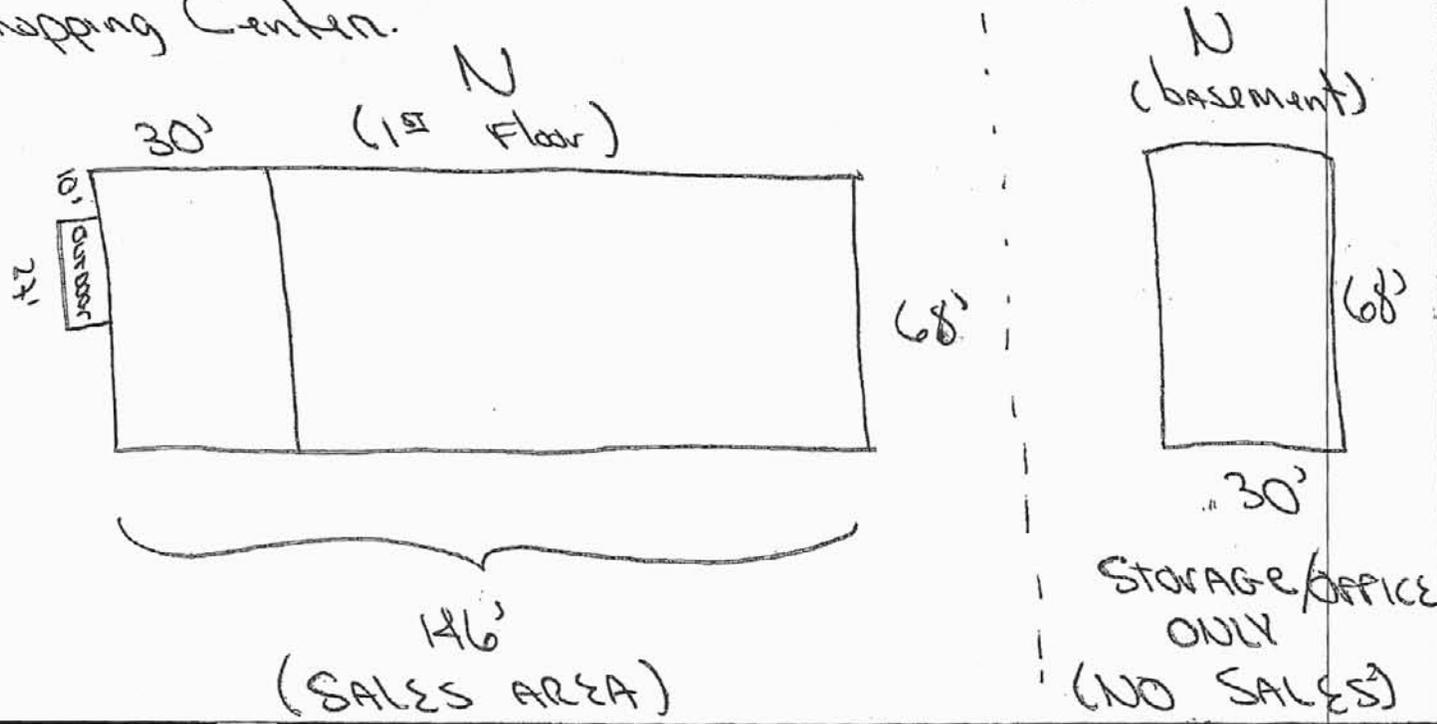
Street Address #2 \_\_\_\_\_

City Lincoln County Lancaster Zip Code 68510

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

In the space provided or on an attachment 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. No blue prints please. Be sure to indicate the direction north and number of floors of the building.

West portion approx 30' x 68' of one story building approx 68' x 146' with basement, plus beer garden / "outdoor lounge" 10' x 27' to the west - Edgewood Shopping Center.



**APPLICANT INFORMATION**

**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 charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; 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

If yes, please explain below or attach a separate page.

NO pending charges at this time  
History

Paul J Miloni - DWI - Citation 28 June 1989  
Sarah G Miloni - Motor Vehicle Homicide - Citation 1988-1989  
accident occurred 17 Dec 1988

**2. Are you buying the business and/or assets of a licensee?**

YES       NO

If yes, give name of business and license number Libations, Too      45337

- a) Submit a copy of the sales agreement including a list of the furniture, fixtures and equipment.
- b) Include a list of alcohol being purchased, list the name brand, container size and how many?

**3. Are you filing a temporary agency agreement whereby current licensee allows you to operate on their license?**

YES       NO

If yes, attach temporary agency agreement form and signature card from the bank.

**This agreement is not effective until you receive your three (3) digit ID number from the Commission.**

**4. Are you borrowing any money from any source to establish and/or operate the business?**

YES       NO

If yes, list the lender Paul Miloni - Cornhusker Bank

**5. Will any person or entity other than applicant be entitled to a share of the profits of this business?**

YES       NO

If yes, explain. All involved persons must be disclosed on application.

**6. Will any of the furniture, fixtures and equipment to be used in this business be owned by others?**

YES       NO

If yes, list such items and the owner.

**7. Will any person(s) other than named in this application have any direct or indirect ownership or control of the business?**

YES       NO

If yes, explain.

**No silent partners**

8. Are you premises to be licensed within 150 feet of a church, school, hospital, home for the aged or indigent persons or for veterans, their wives, children, or within 300 feet of a college or university campus?

YES  NO

If yes, list the name of such institution and where it is located in relation to the premises (Neb. Rev. Stat. 53-177)

9. Is anyone listed on this application a law enforcement officer?

YES  NO

If yes, list the person, the law enforcement agency involved and the person's exact duties

10. List the primary bank and/or financial institution (branch if applicable) to be utilized by the business and the individual(s) who will be authorized to write checks and/or withdrawals on accounts at the institution.

Tier One bank

11. List all past and present liquor licenses held in Nebraska or any other state by any person named in this application. Include license holder name, location of license and license number. Also list reason for termination of any license(s) previously held.

N/A

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.

Paul Miloni / Nathan Pickerill

13. List the training and/or experience (when and where) of the person lists in #12 above in connection with selling and/or serving alcoholic beverages.

Paul Miloni 27 years hospitality industry experience including management of bar/restaurant/hotel establishments in Lincoln since Oct 1986.

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 in name of applicant as owner or lessee in the individual(s) or corporate name for which the application is being filed.

Lease: expiration date January 2013  
 Deed  
 Purchase Agreement

15. When do you intend to open for business? January 2008

16. What will be the main nature of business? Upscale drinking establishment - On/Off Premise

17. What are the anticipated hours of operation? Monday - Saturday 4pm - 1AM

18. List the principal residence(s) for the past 10 years for all persons required to sign, including spouses. If necessary attach a separate sheet.

RESIDENCES FOR THE PAST 10 YEARS, APPLICANT AND SPOUSE MUST COMPLETE

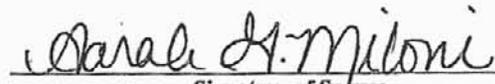
APPLICANT: CITY & STATE	YEAR FROM	YEAR TO	SPOUSE: CITY & STATE	YEAR FROM	YEAR TO
4233 'C' St. Lincoln, NE	July '04	present	4233 'C' St. Lincoln, NE	July '04	present
2916 Franklin St. Lincoln, NE	June '91	July '04	2916 Franklin St. Lincoln, NE	June '91	July '04

The undersigned applicant(s) hereby consent(s) to an investigation of his/her background investigation and release present and future records of every kind and description including police records, tax records (State and Federal), and 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 documents or records for the proposed business or for any partner or stockholder that are needed in furtherance of the application investigation of 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, inaccurate or fraudulent.

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 by applicant(s) and spouse(s). If partnership or LLC (Limited Liability Company), all partners, members and spouses must sign. If corporation all officers, directors, stockholders (holding over 25% of stock and spouses). Full (birth) names only, no initials.

  
\_\_\_\_\_  
Signature of Applicant

  
\_\_\_\_\_  
Signature of Spouse

  
\_\_\_\_\_  
Signature of Applicant

  
\_\_\_\_\_  
Signature of Spouse

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Signature of Spouse

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Signature of Applicant

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Signature of Spouse

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Signature of Applicant

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Signature of Spouse

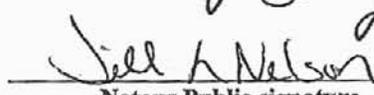
State of Nebraska  
County of DanCASTer

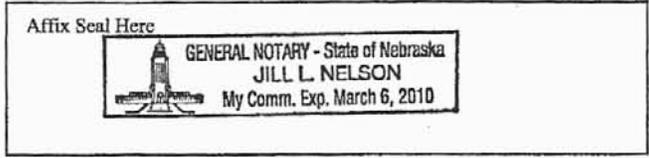
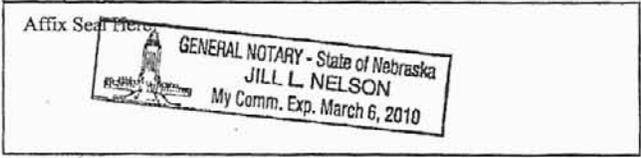
County of DanCASTer

The foregoing instrument was acknowledged before me this 2nd day January by Nathan Pickerill & Paul Miloni 2008

The foregoing instrument was acknowledged before me this 2nd day of by Emily Pickerill January 2008

  
\_\_\_\_\_  
Notary Public signature

  
\_\_\_\_\_  
Notary Public signature



in compliance with the ADA, this manager insert form 3c is available in other formats for persons with disabilities. A ten day advance period is required in writing to produce the alternate format.

**APPLICATION FOR LIQUOR LICENSE CORPORATION INSERT - FORM 3a**

NEBRASKA LIQUOR CONTROL COMMISSION  
301 CENTENNIAL MALL SOUTH  
PO BOX 95046  
LINCOLN, NE 68509-5046  
PHONE: (402) 471-2571  
FAX: (402) 471-2814  
Website: [www.lcc.ne.gov](http://www.lcc.ne.gov)

Office Use  
**RECEIVED**  
JAN 02 2008  
NEBRASKA LIQUOR CONTROL COMMISSION

Officers, directors and stockholders holding over 25%, including spouses, are required to adhere to the following requirements

- 1) The president and stockholders holding over 25% and their spouse (if applicable) must submit their fingerprints (2 cards per person)
- 2) All officers, directors and stockholders holding over 25 % and their spouse (if applicable) must sign the signature page of the Application for License form (Even if a spousal affidavit has been submitted)

Attach copy of Articles of Incorporation (Articles must show barcode receipt by Secretary of States Office)

Name of Registered Agent: Paul J. Miloni

Name of Corporation that will hold license as listed on the Articles

Black Cadillac, Inc

Corporation Address: 4233 'C' Street

City: Lincoln State: NE Zip Code: 68510

Corporation Phone Number: 402-420-6494 Fax Number: \_\_\_\_\_

Total Number of Corporation Shares Issued: 5,000

Name and notarized signature of president (Information of president must be listed on following page)

Last Name: Miloni First Name: Paul MI: J

Home Address: 4233 'C' Street City: Lincoln

State: NE Zip Code: 68510 Home Phone Number: 402-486-4802

[Handwritten Signature]  
Signature of president

County of Lancaster

The foregoing instrument was acknowledged before me this 2nd day of January, 2008 by

Jill L Nelson

Notary Public signature

Affix Seal Here  
GENERAL NOTARY - State of Nebraska  
JILL L NELSON  
My Comm. Exp. March 6, 2010

Spouse Social Security Number:

Date of Birth:

List names of all officers, directors and stockholders including spouses (Even if a spousal affidavit has been submitted)

Last Name: Miloni First Name: Paul MI: J

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Title: President / Treasurer Number of Shares: 2,750

Spouse Full Name (indicate N/A if single): Sarah G. Miloni

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Last Name: Pickerill First Name: Nathan MI: L

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Title: Vice President / Secretary Number of Shares: 2,250

Spouse Full Name (indicate N/A if single): Emily Allison Daharsh Pickerill

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Title: \_\_\_\_\_ Number of Shares: \_\_\_\_\_

Spouse Full Name (indicate N/A if single): \_\_\_\_\_

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Title: \_\_\_\_\_ Number of Shares: \_\_\_\_\_

Spouse Full Name (indicate N/A if single): \_\_\_\_\_

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Spouse Social Security Number: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

List names of all officers, directors and stockholders including spouses (Even if a spousal affidavit has been submitted)

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Title: \_\_\_\_\_ Number of Shares: \_\_\_\_\_

Spouse Full Name (indicate N/A if single): \_\_\_\_\_

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

---

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Title: \_\_\_\_\_ Number of Shares: \_\_\_\_\_

Spouse Full Name (indicate N/A if single): \_\_\_\_\_

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

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Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Title: \_\_\_\_\_ Number of Shares: \_\_\_\_\_

Spouse Full Name (indicate N/A if single): \_\_\_\_\_

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

---

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Title: \_\_\_\_\_ Number of Shares: \_\_\_\_\_

Spouse Full Name (indicate N/A if single): \_\_\_\_\_

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

---

Is the applying Corporation controlled by another Corporation?

YES

NO

If yes, provide the name of corporation and supply an organizational chart

---

Indicate the Corporation's tax year with the IRS (Example January through December)

Starting Date: 1 January Ending Date: 31 December

Is this a Non-Profit Corporation?

YES

NO

If yes, provide the Federal ID #.

---

In compliance with the ADA, this corporation insert form 3a is available in other formats for persons with disabilities.  
A ten day advance period is requested in writing to produce the alternate format.

Manager's information must be completed below PLEASE PRINT CLEARLY

Gender:  MALE  FEMALE

Last Name: Miloni First Name: Paul MI: J

Home Address (include PO Box if applicable): 4233 'C' Street

City: Lincoln State: NE Zip Code: 68510

Home Phone Number: 402-486-4802 Business Phone Number: 402-420-6494

Social Security Number: Drivers License Number & State: NE

Date Of Birth: Place Of Birth: Omaha, NE

Are you married? If yes, complete spouse's information (Even if a spousal affidavit has been submitted)

YES  NO

Spouse's information

Spouses Last Name: Miloni First Name: Sarah MI: G

Social Security Number: Drivers License Number & State: NE

Date Of Birth: Place Of Birth: Lincoln, NE

APPLICANT AND SPOUSE MUST LIST RESIDENCE(S) FOR THE PAST 10 YEARS

APPLICANT		SPOUSE	
CITY & STATE	YEAR FROM TO	CITY & STATE	YEAR FROM TO
4233 'C' Lincoln, NE	July '04 present	4233 'C' St Lincoln, NE.	July '04 present
2916 Franklin Lincoln, NE	June '91 July '04	2916 Franklin St Lincoln, NE	June '91 July '04

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO	NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
Nov '06 present	Lincoln Chamber of Commerce	Wendy Birdsall	402-436-2350
Dec '05 Nov '06	Bank of the West	Robert Tatten	402-689-8680

**MANAGER APPLICATION  
INSERT - FORM 3c**

NEBRASKA LIQUOR CONTROL COMMISSION  
301 CENTENNIAL MALL SOUTH  
PO BOX 95046  
LINCOLN, NE 68509-5046  
PHONE: (402) 471-2571  
FAX: (402) 471-2814  
Website: [www.lcc.ne.gov](http://www.lcc.ne.gov)

Office Use

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JAN 02 2008

NEBRASKA LIQUOR  
CONTROL COMMISSION

Corporate manager, including their spouse, are required to adhere to the following requirements

- 1) Must be a citizen of the United States
- 2) Must be a Nebraska resident (Chapter 2 - 006)
- 3) Must provide a copy of their certified birth certificate or INS papers
- 4) Must submit their fingerprints (2 cards per person)
- 5) Must be 21 years of age or older
- 6) Applicant may be required to take a training course

Corporation/LLC information

Name of Corporation/LLC:

*Black Cadillac, Inc.*

Premise information

Premise License Number:

~~45227~~  
~~45337~~

Premise Trade Name/DBA:

*Libations, too*

Premise Street Address:

*5310 S 56th St, Suite 1*

City:

*Lincoln*

State:

*NE*

Zip Code:

*68516*

Premise Phone Number:

*402-420-6494*

The individual whose name is listed in the president or contact member category on either insert form 3a or 3b must sign their name below.



CORPORATE OFFICER SIGNATURE  
(Faxed signatures are acceptable)

Manager and spouse must review and answer the questions below

PLEASE PRINT CLEARLY

1. READ PARAGRAPH CAREFULLY AND 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 charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; 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      If yes, please explain below or attach a separate page.

DWI - 1989 : Speeding tickets? (NOT IN LAST 5 YEARS)  
CITATION 28 JUNE '89 - Paul Miloni

Motor Vehicle Homicide DATE OF ACCIDENT 17 Dec 1988  
CITATION 1988-1989

2. Have you or your spouse ever been approved or made application for a liquor license in Nebraska or any other state? **IF YES**, list the name of the premise.

YES       NO

3. Do you, as a manager, have all the qualifications required to hold a Nebraska Liquor License? Nebraska Liquor Control Act (§53-131.01)

YES       NO

4. Have you filed the required fingerprint cards and **PROPER FEES** with this application? (The check or money order must be made out to the Nebraska State Patrol for \$38.00 per person)

YES       NO

**PERSONAL OATH AND CONSENT OF INVESTIGATION**

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, a spousal affidavit of non participation may be attached.

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, inaccurate, or fraudulent.

Signature of Manager Applicant

Signature of Spouse

State of Nebraska

County of Lancaster

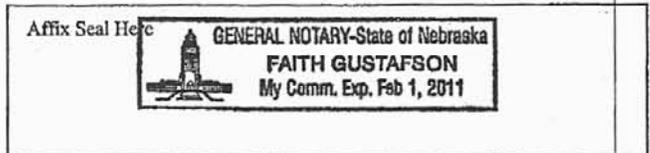
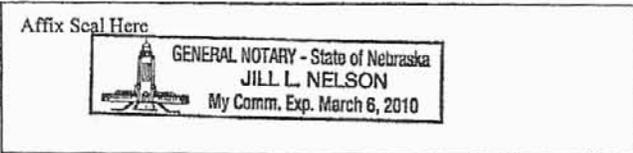
County of Lancaster

The foregoing instrument was acknowledged before me this 2nd day of January by Nathan Pickerill + Paul Miloni 2008

The foregoing instrument was acknowledged before me this 2nd day of January by Sarah Miloni

Notary Public signature

Notary Public signature



In compliance with the ADA, this manager insert form 3c is available in other formats for persons with disabilities. A ten day advance period is required in writing to produce the alternate format.

RECEIVED

NEBRASKA LIQUOR CONTROL COMMISSION  
AFFIDAVIT OF NON PARTICIPATION

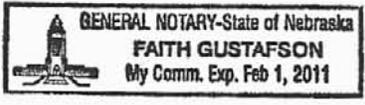
JAN 02 2008

NEBRASKA LIQUOR  
CONTROL COMMISSION

The undersigned individual acknowledges that he/she will have no interest, directly or indirectly, in the operation or profit of the business, as prescribed in Section §53-125(13) of the Liquor Control Act. Such individual shall not tend bar, make sales, serve patrons, stock shelves, write checks, sign invoices, represent themselves as owner or in any way participate in the day to day operations in any capacity. The undersigned individual will also be waived of filing fingerprint cards, however, will be required to disclose any violation(s) on all applications and sign all necessary documents.

Sarah M. Miloni  
Signature of Spouse Asking to be Waived

SUBSCRIBED in my presence and sworn to before me this 2<sup>nd</sup> day  
of January, 2008.



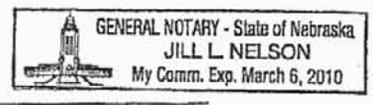
Faith Gustafson  
Signature of Notary Public

The applying individual, whose spouse is requesting to be waived, understands that he/she is responsible for compliance with the conditions set out above, and that if such terms are violated, the Commission may cancel or revoke the license.

[Signature] \*Signature of applying individual  
(spouse of individual listed above) Paul Miloni Print name of applying individual

SUBSCRIBED in my presence and sworn to before me this 2<sup>nd</sup> day  
of January, 2008.

Jill L Nelson  
Signature of Notary Public



\*spouse of individual listed above is the individual required to sign bottom portion of affidavit

RECEIVED

NEBRASKA LIQUOR CONTROL COMMISSION  
AFFIDAVIT OF NON PARTICIPATION

JAN 02 2008

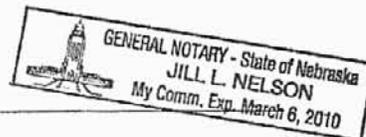
NEBRASKA LIQUOR  
CONTROL COMMISSION

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Emily Pickerill  
Signature of Spouse Asking to be Waived

SUBSCRIBED in my presence and sworn to before me this 2nd day  
of January, 2008.

Jill L Nelson  
Signature of Notary Public



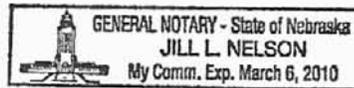
The applying individual, whose spouse is requesting to be waived, understands that he/she is responsible for compliance with the conditions set out above, and that if such terms are violated, the Commission may cancel or revoke the license.

[Signature]  
\*Signature of applying individual  
(spouse of individual listed above)

Nathan L. Pickerill  
Print name of applying individual

SUBSCRIBED in my presence and sworn to before me this 2nd day  
of January, 2008.

Jill L Nelson  
Signature of Notary Public



\*spouse of individual listed above is the individual required to sign bottom portion of affidavit

TEMPORARY AGENCY AGREEMENT

ID# \_\_\_\_\_

1. On 2 Jan, 2008. Seller and buyer entered into a contract for sale of the business known as Libations, LLC, which contract is contingent upon Buyer receiving approval for a liquor license to operate the business.

2. Seller and buyer agree to operate the business, subject to approval by the Liquor Control Commission, for a period not to exceed 120 days subsequent to 2 Jan 2008, the date of filing the application.

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 that 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  
SEND COPY OF SIGNATURE CARD

Tier One Bank

7. All profits derived from the operation of the business by the buyer, after payment of bills and salaries, shall be paid to the same 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 profit funds by escrow agent.

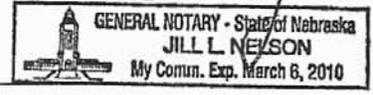
8. This agreement constitutes the entire and complete understanding of all parties with regard to the agency relationship, and is binding upon the heirs, personal representatives and successors of the parties.

9. It is hereby understood that in the event the Commission denies this application, the temporary agency agreement is null and void the date of the order.

Signature of Seller Michael Carpenter  
Signature of Seller Holly Carpenter

The above and forgoing agency agreement was acknowledged before me this 2nd day of January 2008 by Holly + Michael Carpenter

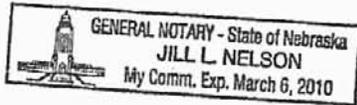
Notary signature and seal Jill L Nelson



Signature of Buyer [Signature]  
Signature of Buyer [Signature]

The above and forgoing agency agreement was acknowledged before me this 2nd day of January 2008 by Nathan Pickerill + Paul Miloni

Notary signature and seal Jill L Nelson



TEMP / PERM

### Corporate Resolution of Authority

Date Printed 12/31/2007 Branch 0001 Teller 0047 Employee Number 004837



I, the undersigned, certify that I am Secretary of:

BLACK CADILLAC INC

a Corporation duly organized and existing under the laws of the State of Nebraska, and that the following resolution was adopted at a duly called meeting of the Board of Directors of the Corporation on \_\_\_\_\_, and is in full force and effect

RESOLVED that TierOne Bank is designated as depository for funds of the Corporation, that the officers and employees signed below are authorized to open accounts at the Bank and to endorse, in the Corporation name, by stamp or otherwise, and to cash, negotiate, and deposit items, checks, or money therein or in connection therewith and act in all other respects in connection with the account; that drafts, checks, and withdrawal orders issued against the Corporation funds on deposit with the Bank may be signed by any one of the following persons whose signatures are set forth below; that the Bank is authorized to deal with such account(s) and funds and pay and discharge checks, drafts, and orders bearing such signatures; that the Bank is authorized to supply missing endorsements for the Corporation for any instrument tendered for this(these) account(s); and that said account(s) shall be governed by the Bank's publications entitled OWNERSHIP RIGHTS AND OBLIGATIONS and DISCLOSURE OF ACCOUNT TERMS, copies of which have been received and read and the terms and conditions of which are incorporated herein by reference, as the same may be amended from time to time.

TierOne Bank may rely on alternative signatures and verification codes issued to or obtained from any of the authorized signers listed below. "Alternative signatures and verification codes" includes, but is not limited to, facsimile signatures on file with TierOne Bank, personal identification numbers (PIN), and digital signatures. TierOne Bank shall have no responsibility or liability for unauthorized use of alternative signatures and verification codes unless otherwise agreed in writing. This authorization shall remain in effect until TierOne Bank receives written notice of revocation from an authorized signer and has reasonable opportunity to act.

See the Resolution of Authority - Page 2 for additional names and/or signatures.

This Resolution applies to the following account number(s):

\_\_\_\_\_

Printed Name and Title of Individual	Signature	Authorized Accounts
PAUL MILONI	X	_____
NATHAN PICKERILL	X	SAME
MICHAEL CARPENTER	X	SAME
_____	X _____	_____

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ X Secretary

X \_\_\_\_\_ and President, if for a nonprofit Corporation



Copy of Articles of Incorporation is required.

## OWNERSHIP RIGHTS AND OBLIGATIONS CORPORATION



In this instrument, except as otherwise indicated, the singular includes the plural and the masculine includes the feminine and the neuter.

TierOne Bank (the Bank) is authorized to accept checks and other instruments for credit to an account and to supply any needed endorsement.

Your account will be assessed those charges, fees, and expenses shown in the publication entitled DISCLOSURE OF ACCOUNT TERMS.

The Bank may, at any time and for any reason, charge to or set off against any amount then on deposit in any of your accounts, whether or not then due, any and all debts or liabilities then owed to the Bank by the owner of the account.

Any identification card or other evidence of account is itself non-negotiable and non-transferable and will not be accepted to effect a withdrawal when tendered by any person other than someone whose signature appears on the account records or the duly authorized attorney-in-fact or agent of such signatory.

The Bank is not obligated to inquire as to the source of any deposit or as to the proposed application of a payment from an account. If the Bank receives written notice from a party to an account or from the Personal Representative, surviving spouse, heirs or devisees of a deceased party, to the effect that payments in accordance with the terms of the account set forth below should not be permitted, or if the Bank has reason to believe that a dispute exists as to the rights of the parties to any such account, the Bank may refuse, without liability, to make payments in accordance with the terms of the account.

Garnishments, attachments, and other legal orders received by the Bank regarding any owner, party, grantor, or tenant may attach any and all funds on deposit in the account up to the amount of the legal order.

Your account is subject to Federal and state laws and regulations. If it is necessary to apply state law to interpret and administer the account, the law of the state in which the branch is located where you opened your account will govern.

Administration of the account, and disbursement of funds on deposit in the account, will be made in accordance with the statutes of the state in which the account is opened unless otherwise outlined below.

Specimens of the signatures of those authorized to make withdrawals from the account and to act in connection with the account are indicated on the account records and must be supported by the Bank's Corporate Resolution of Authority or the corporation's own Corporate Resolution as approved by its Board of Directors. The Bank is authorized to pay withdrawals and act in all other respects in connection with the account upon requests made in the name of the corporation signed by any one of the individuals signing on the account records. The Bank may rely upon the account records until such time as it receives written notice, in the form of a Corporate Resolution as approved by the corporation's Board of Directors, that an individual is to be removed from the account records or that an individual is to be added and has the authority to sign, together with a specimen signature of each additional signer.

CUSTOMER AGREEMENT

Account Number [ ]



Date Printed 12/31/2007 TEMP / PERM
Branch Teller 0001 0047 Employee Number 004837

OPENING BALANCE \$

RELATIONSHIP/STATUS

Table with 3 columns: Name (BLACK CADILLAC INC, PAUL MILONI, NATHAN PICKERILL, MICHAEL CARPENTER), Relationship/Status (Corporation-R, Authorized Signer, Authorized Signer, Authorized Signer), and separator lines.

Ownership Corporation

Tracking Code [ ] Referral Code [ ] Card(s) PIN

For Classic Savings Accounts Only: If a minor is an owner on this account, type the Minor's Name and Birth Date here.

TAXPAYER IDENTIFICATION NUMBER CERTIFICATION FOR 26-1488317

- Under penalties of perjury, I certify that:
1. The number shown on this form is my correct taxpayer identification number...
2. I am not subject to backup withholding because: (a) I have not been notified that I am subject to backup withholding...
3. I am a U.S. person (including a U.S. resident alien).

If you have been notified by the Internal Revenue Service that you are currently subject to backup withholding, cross out item 2 above.

Dated this \_\_\_ day of \_\_\_, X Signature BLACK CADILLAC INC

The undersigned hereby apply(ies) for an account with TierOne Bank, and for issuance of evidence thereof. The undersigned further acknowledge(s) receipt of and that the undersigned has (have) read the publications entitled OWNERSHIP RIGHTS AND OBLIGATIONS and DISCLOSURE OF ACCOUNT TERMS.

X Signature

X Signature

X Signature PAUL MILONI

X Signature

X Signature NATHAN PICKERILL

X Signature

X Signature MICHAEL CARPENTER

X Signature

X Signature

X Signature





# ACCOUNT OWNERSHIP CHANGE REQUEST

Account Number 

Date Printed 12/31/2007 Branch 0001 Teller - 0047 Employee Number 004837

Current Ownership Type: Corporation

Type in the Current Members NAME and RELATIONSHIPS (Obtained from printing the Account Profile/Customer List):

BLACK CADILLAC INC	CORP
PAUL MILONI	AUTH SIGNER

If VISA Check Card(s) are on this account, attach the destroyed card of person whose name is being removed. Attach VISA Check Card application form for all new persons, completing the "Co-Applicant section". The VISA Check Card application must be signed by all new/existing owners. Indicate "FOR ADDITIONAL CARD ON ACCOUNT #XXXXXXXXXX" in the Applicant's section of the application.

VISA Check Card ?  Yes  No  
 Internet BillPay ?  Yes  No  
 TELEPAY ?  Yes  No

Change Name From:  To: 

Attach documentation (e.g. drivers license, marriage license, divorce decree, name change decree) unless changing title, initial, etc. or changing Beneficiary or POD Designee names.

Remove Name(s):	Account Relationship:	Remove Name(s):	Account Relationship:

I hereby give approval for the-removal of my name from this account. I relinquish all claims to the funds currently on deposit in the account or that are deposited at any time in the future.

**X**  
 Signature of Person(s) Being Removed. (Do not need signatures of Beneficiaries or POD Designees.) \_\_\_\_\_ Date \_\_\_\_\_

**X**  
 Signature of Person(s) Being Removed. (Do not need signatures of Beneficiaries or POD Designees.) \_\_\_\_\_ Date \_\_\_\_\_

OR Death Certificate MUST attached for deceased person(s) being removed.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ **X**  
 Notary Public or Witnessed by TierOne Bank Employee

New Ownership Type: Corporation

New Customer Name to be Added to the Account

BLACK CADILLAC INC	Corporation-R	<input type="checkbox"/>
PAUL MILONI	Authorized Signer	<input type="checkbox"/>
NATHAN PICKERILL	Authorized Signer	<input checked="" type="checkbox"/>
MICHAEL CARPENTER	Authorized Signer	<input checked="" type="checkbox"/>
*****	*****	<input type="checkbox"/>
*****	*****	<input type="checkbox"/>
*****	*****	<input type="checkbox"/>
*****	*****	<input type="checkbox"/>
*****	*****	<input type="checkbox"/>
*****	*****	<input type="checkbox"/>

You must provide a New Customer Name Addition Form when adding a name to this account, including beneficiaries. A CIP form is required for every owner/authorized signer added to this account.

Total Number of Cards on Account

Authorization: I hereby authorize the change in ownership requested above on the account number shown. If all outstanding checks, account access devices, User IDs, passwords, PINs, and account evidences are not surrendered, changed, or destroyed, I hold TierOne Bank harmless for acting upon the signature or request of any owner(s) removed in this action. I agree to notify the Bank of any accounts linked for statement purposes that are to be de-linked due to the removal of any name(s) from a linked account. I acknowledge that all earnings on this account for the year in which the change takes place will be reported under the tax identification number shown on the records for the account on December 31st of that year. I also acknowledge that this change will not be effective until completed forms are received and processed by the Bank and the Bank has mailed notification of the change to the address of record for the account. (A change will not be processed if the account is overdrawn or subject to a legal order such as a garnishment or levy.)

**X** \_\_\_\_\_ Date 12/31/07  
 Signature of One Remaining Owner

Subscribed and sworn to before me this 31<sup>st</sup> day of December, 2007 **X**  
 Notary Public or Witnessed by TierOne Bank Employee

- ATTACH:
- The Printout of the Account Profile/Customer List
  - Temporary or permanent Customer Agreement
  - Original Old Certificate and Copy of New Certificate
  - VISA Check Card(s) or Application Form
  - New Customer Name Addition Form, as needed.
  - Any Required Legal Documentation
- PS\_OWNC 07/07



TEMP / PERM

### Corporate Resolution of Authority

Date Printed 12/31/2007 Branch 0001 Teller 0047 Employee Number 004837



I, the undersigned, certify that I am Secretary of:

BLACK CADILLAC INC

a Corporation duly organized and existing under the laws of the State of Nebraska, and that the following resolution was adopted at a duly called meeting of the Board of Directors of the Corporation on \_\_\_\_\_, \_\_\_\_\_, and is in full force and effect

RESOLVED that TierOne Bank is designated as depository for funds of the Corporation, that the officers and employees signed below are authorized to open accounts at the Bank and to endorse, in the Corporation name, by stamp or otherwise, and to cash, negotiate, and deposit items, checks, or money therein or in connection therewith and act in all other respects in connection with the account; that drafts, checks, and withdrawal orders issued against the Corporation funds on deposit with the Bank may be signed by any one of the following persons whose signatures are set forth below; that the Bank is authorized to deal with such account(s) and funds and pay and discharge checks, drafts, and orders bearing such signatures; that the Bank is authorized to supply missing endorsements for the Corporation for any instrument tendered for this(these) account(s); and that said account(s) shall be governed by the Bank's publications entitled OWNERSHIP RIGHTS AND OBLIGATIONS and DISCLOSURE OF ACCOUNT TERMS, copies of which have been received and read and the terms and conditions of which are incorporated herein by reference, as the same may be amended from time to time.

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See the Resolution of Authority - Page 2 for additional names and/or signatures.

This Resolution applies to the following account number(s):

01-00228328

Printed Name and Title of Individual	Signature	Authorized Accounts
PAUL MILONI		
NATHAN PICKERILL		SAME
MICHAEL CARPENTER		SAME
	X	
	X	
	X	
	X	
	X	

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ X Secretary

X and President, if for a nonprofit Corporation





### NEW CUSTOMER ADDITION REQUEST

New Customer Name to be Added to the Account

**Customer Name 1** BLACK CADILLAC INC  
**Tax ID Number** 26-1488317  
**Birth Date** 04/04/0404  
**Primary Address Line 1** 4223 C ST  
**Primary Address Line 2**  
**City** LINCOLN  
**State and ZIP Code** NE 68510  
**Main Phone Number** (402) 432-4036

New Customer Name to be Added to the Account

**Customer Name 2** PAUL MILONI  
**Tax ID Number**  
**Birth Date** 04/04/0404  
**Primary Address Line 1**  
**Primary Address Line 2**  
**City**  
**State and ZIP Code**  
**Main Phone Number**

New Customer Name to be Added to the Account

**Customer Name 3** NATHAN PICKERILL  
**Tax ID Number**  
**Birth Date** 04/04/0404  
**Primary Address Line 1**  
**Primary Address Line 2**  
**City**  
**State and ZIP Code**  
**Main Phone Number**

New Customer Name to be Added to the Account

**Customer Name 4** MICHAEL CARPENTER  
**Tax ID Number**  
**Birth Date** 04/04/0404  
**Primary Address Line 1**  
**Primary Address Line 2**  
**City**  
**State and ZIP Code**  
**Main Phone Number**

New Customer Name to be Added to the Account

**Customer Name 5**  
**Tax ID Number**  
**Birth Date**  
**Primary Address Line 1**  
**Primary Address Line 2**  
**City**  
**State and ZIP Code**  
**Main Phone Number**

New Customer Name to be Added to the Account

**Customer Name 6**  
**Tax ID Number**  
**Birth Date**  
**Primary Address Line 1**  
**Primary Address Line 2**  
**City**  
**State and ZIP Code**  
**Main Phone Number**

New Customer Name to be Added to the Account

**Customer Name 7**  
**Tax ID Number**  
**Birth Date**  
**Primary Address Line 1**  
**Primary Address Line 2**  
**City**  
**State and ZIP Code**  
**Main Phone Number**

New Customer Name to be Added to the Account

**Customer Name 8**  
**Tax ID Number**  
**Birth Date**  
**Primary Address Line 1**  
**Primary Address Line 2**  
**City**  
**State and ZIP Code**  
**Main Phone Number**

New Customer Name to be Added to the Account

**Customer Name 9**  
**Tax ID Number**  
**Birth Date**  
**Primary Address Line 1**  
**Primary Address Line 2**  
**City**  
**State and ZIP Code**  
**Main Phone Number**

New Customer Name to be Added to the Account

**Customer Name 10**  
**Tax ID Number**  
**Birth Date**  
**Primary Address Line 1**  
**Primary Address Line 2**  
**City**  
**State and ZIP Code**  
**Main Phone Number**



STATE OF NEBRASKA

WHEN THIS COPY CARRIES THE RAISED SEAL OF THE NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES, IT CERTIFIES THE BELOW TO BE A TRUE COPY OF THE ORIGINAL RECORD ON FILE WITH THE NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES, VITAL RECORDS OFFICE, WHICH IS THE LEGAL DEPOSITORY FOR VITAL RECORDS.

RECEIVED

DATE OF ISSUANCE  
12/31/2007  
LINCOLN, NEBRASKA

*Stanley S. Cooper*  
STANLEY S. COOPER  
ASSISTANT STATE REGISTRAR  
DEPARTMENT OF HEALTH AND HUMAN SERVICES

JAN 02 2008  
NEBRASKA LIQUOR CONTROL COMMISSION

**STATE OF NEBRASKA**  
**DEPARTMENT OF HEALTH**  
**Bureau of Vital Statistics**  
**CERTIFICATE OF LIVE BIRTH** BIRTH NO. 126 65 - 7789

PHS-788(YS)  
REV. 12-54  
FEDERAL SECURITY AGENCY  
PUBLIC HEALTH SERVICE

1. PLACE OF BIRTH a. COUNTY <b>DOUGLAS</b>		2. USUAL RESIDENCE OF MOTHER (Where does mother live?) a. STATE <b>NEBRASKA</b> b. COUNTY <b>DOUGLAS</b>	
b. CITY (If outside corporate limits, write RURAL) TOWN <b>OMAHA</b>		c. CITY (If outside corporate limits, write RURAL) OR TOWN <b>OMAHA</b>	
c. FULL NAME OF (If NOT in hospital or institution, give street address or location) HOSPITAL OR INSTITUTION <b>CLARKSON HOSPITAL</b>		d. STREET ADDRESS <b>7303 PARKER</b> Inside City Limits? Yes <input type="checkbox"/> No <input type="checkbox"/>	
3. CHILD'S NAME (Type or print) a. (First) <b>PAUL</b> b. (Middle) <b>JOSEPH</b> c. (Last) <b>MILONI</b>			
4. SEX <b>MALE</b>	5a. THIS BIRTH Single <input checked="" type="checkbox"/> Twin <input type="checkbox"/> Triplet <input type="checkbox"/>	5b. IF TWIN OR TRIPLET (This child born) 1st <input type="checkbox"/> 2nd <input type="checkbox"/> 3rd <input type="checkbox"/>	6. DATE OF BIRTH (Month) (Day) (Year) <b>11-4-57</b>
<b>FATHER OF CHILD</b>			
7. FULL NAME a. (First) <b>JOSEPH</b> b. (Middle) <b>PAUL</b> c. (Last) <b>MILONI</b>			8. COLOR OR RACE <b>WHITE</b>
9. AGE (At time of this birth) <b>45</b> Yrs.	10. BIRTHPLACE (City, town, or county) (State or foreign country) <b>OMAHA, NEBRASKA</b>	11a. USUAL OCCUPATION <b>TAVERN OWNER</b>	11b. KIND OF BUSINESS OR INDUSTRY <b>RETAIL LIQUOR</b>
<b>MOTHER OF CHILD</b>			
12. FULL MAIDEN NAME a. (First) <b>MARY</b> b. (Middle) <b>CORINNE</b> c. (Last) <b>SINCABAUGH</b>			13. COLOR OR RACE <b>WHITE</b>
14. AGE (At time of this birth) <b>26</b> Yrs.	15. BIRTHPLACE (City, town or county) (State or foreign country) <b>CAPE GIRARDEAU, MISSOURI</b>	16. Children Previously Born to This Mother (Do NOT include this child) a. How many OTHER children are now living? <b>0</b> b. How many OTHER children were born alive but are now dead? <b>0</b> c. How many children were stillborn (born dead after 20 weeks pregnancy)? <b>1</b>	
17. INFORMANT'S SIGNATURE OR NAME—Relationship <b>MARY CORINNE MILONI — MOTHER</b>			
18a. SIGNATURE <b>DONALD A. PRESCHER</b>		18b. ATTENDANT AT BIRTH M. D. <input checked="" type="checkbox"/> Midwife <input type="checkbox"/> Other (Specify)	
18c. ADDRESS <b>OMAHA, NEBRASKA</b>		19. MOTHER'S MAILING ADDRESS <b>SAME AS #2</b>	
20. DATE RECD BY LOCAL REG. <b>APRIL 12, 1965</b>		21. REGISTRAR'S SIGNATURE <b>E. D. LYMAN, M. D.</b>	

*I hereby certify that this child was born alive on the date stated above at 7:45 A.M.*

RECEIVED  
\* ORIGINAL \*

JAN 02 2008

ASSET PURCHASE AGREEMENT

NEBRASKA LIQUOR  
CONTROL COMMISSION

THIS ASSET PURCHASE AGREEMENT ("AGREEMENT") is made and entered into this 14 day of December, 2007, between CARPCORP, a Nebraska Corporation ("SELLER"), and BLACK CADILLAC, INC., a Nebraska Corporation ("BUYER").

W I T N E S S E T H:

WHEREAS, Seller now owns and operates a business located at Suite #1, 5310 S. 56th Street, Lincoln, Nebraska, which is engaged in the operation of a bar and lounge known as Libations Too (the "BUSINESS"); and

WHEREAS, Seller desires to sell to Buyer all of the assets owned by Seller and in any way used in or connected with the Business, so that the Buyer might carry on the Business; and

WHEREAS, the parties hereto have reached an understanding with respect to the sale by Seller and purchase by Buyer of all such assets of Seller.

NOW, THEREFORE, FOR VALUABLE CONSIDERATION, it is agreed as follows:

1. Sale of Assets. Seller shall sell, assign and transfer to Buyer, and Buyer shall purchase as of the Closing defined in this Agreement, all of Seller's right, title and interest in and to the following assets of the Business (the "ASSETS"):

1.01 All furniture, equipment, tools, fixtures, supplies and other personal property owned by Seller in connection with the Business, including without limitation those listed on Exhibit "A" attached hereto and made a part hereof.

1.02 All inventory and merchandise located at the Business as of the date of closing, including without limitation the inventory and merchandise listed on Exhibit "B" attached hereto as a part hereof.

1.03 Goodwill. All of the goodwill and going concern value of the Business, including all intangible property, the telephone number of the Business, the right to use the trade name "Libations Too", and all drink recipes associated with the Business subject to the continuing right of Seller to use said recipes and the trade name "Libations Too",

together with all intangible assets relating to the goodwill of the Business.

1.04 Excluded Assets. The following assets are specifically excluded from the sale: cash, accounts receivable, Seller's book and records pertaining to its corporate organization, all employee pension and other benefit plans.

1.05 No Assumption of Liabilities or Obligations. Seller shall pay promptly, and indemnify Buyer for the payment of, all liabilities and fulfill all obligations, debts and liabilities of Seller not expressly assumed by Buyer hereunder as and when the same shall become due and payable. Buyer shall assume only the liabilities and obligations which are specifically set forth on Exhibit "C" (herein referred to as the "Assumed Liabilities"). Other than the Assumed Liabilities, Seller shall pay, and Buyer does not and will not assume and will not discharge or be liable or responsible for, any debts, liabilities or obligations of Seller, including without limitations, and (i) liabilities or obligation of Seller with respect to any transactions occurring after the Closing; (ii) sales, transactions or use tax arising from this transaction; (iii) payroll, income or employment tax or other liabilities or obligations of Seller incurred in connection with the operation of the Business or the sale of the Property; (iv) amounts due to trade vendors, all of which shall be paid promptly by the Seller; (v) contingent liabilities or obligations of Seller; or (vi) contracts, written or oral, involving or affecting the Business.

2. Purchase Price and Payment. The purchase price for the above-described Assets shall be \$58,000.00, payable as follows:

2.01 Earnest Money. Upon the execution of this Agreement, Buyer shall deposit the sum of \$2,500.00 with Seller as an earnest money deposit to be applied to the purchase price at closing. If the Closing does not take place due to Seller's default or due to a failure of any of the conditions precedent under this Agreement, the deposit will be ~~refunded to Buyer~~ <sup>retained by the Seller</sup>. If the Closing does not occur due to Buyer's default, the earnest deposit will be retained by Seller as liquidated damages.

2.02 Balance of Purchase Price. The remaining balance of the purchase price shall be paid at closing.

2.03 Allocation of Purchase Price. The purchase price shall be allocated as follows:

Inventory and merchandise	\$13,166.00
Equipment, furniture, fixtures	\$44,834.00
Goodwill	\$ 0.00
Total	\$ 58,000.00

3. Representations and Warranties of Seller. Seller represents and warrants to Buyer that as of closing:

3.01 Organization. Seller is a corporation organized and existing under and by virtue of the laws of the State of Nebraska, and has good right and authority to execute this Agreement and convey good title to the Assets under the terms hereof.

3.02 Approvals. The shareholders and directors of Seller have taken all steps necessary to authorize and approve this Agreement and its performance in due and proper form, proof of which shall be presented at Closing, and no approval of any other person is required for the performance of Seller's obligations hereunder.

3.03 Title. Seller has good and marketable title to all of the Assets sold to Buyer described in this Agreement. The sale, transfer and delivery of the Assets to Purchaser by Seller in accordance with these terms will transfer good and marketable title to all Assets free and clear of all liens, encumbrances, claims or rights of third parties. Seller owns the Assets free and clear of all liens, security agreements, claims, charges and restrictions.

3.04 Books and Records. The books and records of the Business are prepared using generally accepted accounting principles, are materially true, accurate and complete and that all information provided to Buyer is true, accurate and complete.

3.05 Liabilities. That any claims, debts, accounts payable, liabilities or taxes which may be asserted for the period prior to Closing shall be the sole obligation of Seller. Seller shall indemnify and hold Buyer harmless from any such claim or demand,

against Seller, affecting any of the Assets being sold hereunder, unless the claim or demand arises out of the actions or negligent omissions of Buyer.

- 3.06 Taxes. All Federal, state, local and other tax returns have been timely filed and all taxes which Seller is required to pay relating to the Business have been paid.
- 3.07 Litigation and Proceedings. There is no suit, action, arbitration or legal, administrative, peer review or other proceeding pending or threatened against Seller, affecting any of the Assets being sold hereunder or affecting Seller's Business and Seller's ability to sell the Assets to Buyer.
- 3.08 Condition of Assets. The Assets being sold shall be in good working condition and order at Closing.
- 3.09 Authority. Seller has full power and authority to enter into this Agreement, and this Agreement is a valid Agreement enforceable against Seller in accordance with its terms.
- 3.10 No Violations. The execution and delivery of this Agreement does not, and the consummation of the transactions contemplated hereby will not violate any provision of any charter, bylaw, mortgage, lien, lease agreement, instrument, order, judgement or decree to which Seller is a party or by which Seller is bound and, to the best of Seller's knowledge and belief will not violate any of the restrictions of any kind and character whatsoever to which Seller is subject.
- 3.11 Contracts. Seller is not a party to any written or oral contract for the purchase or lease of materials, supplies, equipment, fixtures or any other agreement which will survive the date of Closing other than those which have been disclosed to Buyer in writing.
- 3.12 Employee Benefits. There are no existing agreements relating to Seller's employees nor any liabilities for accrued vacation pay, sick leave, profit sharing or any other liabilities for accrued vacation pay, sick leave, profit sharing or any other liabilities relating to the employees which Buyer will be required to assume or will continue after Closing. Effective as of Closing, Seller shall terminate all of Seller's employees related to the practice. Seller shall pay all costs associated with the termination of the employees including, unused vacation, sick pay and other

218 met, ~~but the closing will take place no later than February 15, 2008~~  
benefits. Buyer may, but is not obligated to, hire or retain any employees of Seller after Closing.

3.13 Survival. All representations and warranties made by Seller shall be true and accurate as of Closing, shall survive Closing and Buyer may rely upon the representations and warranties made by them.

4. Closing. This transaction shall be closed on January 2, 2008 ("CLOSING DATE"); provided, however, if the parties are unable to fulfill the conditions of Article 6, below, by January 2, 2008, Buyer may operate under an Agency Agreement until all conditions are met, ~~but the Closing will take place no later than February 15, 2008, in accordance with Article 6, below.~~ ABZ SSS

5. Operation of Business. Seller shall operate the Business in the ordinary course until the Closing Date and shall comply with the following:

5.01 Inventory and Ordered Merchandise. Seller shall maintain usual and customary inventory levels, collect accounts receivable, pay expenses, and continue general promotional activities. As of the Closing, Seller shall have on hand inventory sufficient to operate the Business for a period of two weeks.

5.02 Retention of Records. Seller shall have the right to retain its books of account, checkbooks, cancelled checks, bills and vouchers in support thereof, books and records, and all records relating to taxes.

5.03 Buyer's Right to Inspect. At any time after the date of this Agreement, Buyer shall have the right to conduct any inspections or investigations with respect to the Property, either individually or by utilizing a third party.

5.04 Access. From and after the date hereof, Seller shall continue to afford to the representatives of Buyer free access to the Business and records pertaining to the Business in order that Buyer may have full opportunity to make such investigation as it shall desire of the affairs of Seller relating to the Business, provided that Buyer provides Seller reasonable prior notice of its desire to such access; and such activities by Buyer shall not interfere with Seller's normal business operations. Each party hereto shall have the right to make copies of all books and records received or retained by the other party hereunder with respect to the Property.

6. Conditions to Buyer's Obligations. All obligations of Buyer under this Agreement are subject to the fulfillment at Closing of each of the following conditions:

- 6.01 Seller's representations and warranties contained in this Agreement shall be true and correct in all material respects at the time of Closing as though such representations and warranties were made at such time;
- 6.02 Seller shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by them prior to or at Closing;
- 6.03 Seller shall make all deliveries required under this Agreement, and Seller shall provide verification to Buyer that all sales, use, withholding, payroll and other taxes related to the Business are paid current;
- 6.04 Between the date of the most recent Financial Statement and the Closing, no material adverse change shall have occurred in the condition of the Business, the real property where the business is located, or the Property of Seller;
- 6.05 The parties shall have received written approval from Seller's Landlord allowing Buyer to lease the real property on substantially the same terms as Seller's Landlord is currently leasing the real property to Seller and upon terms acceptable to Buyer.
- 6.06 Buyer shall have received a Class C Liquor License and all other permits, licenses or approvals which may be necessary for Buyer to operate the Business. In the event such license or approvals cannot be obtained by Buyer on or before ~~February 15, 2008~~ <sup>MARCH 7</sup> 2008, Buyer shall have the option to rescind this Agreement and Seller shall refund the ~~entire~~ <sup>entire</sup> purchase price paid by Buyer, ~~including~~ <sup>excluding</sup> earnest money. In the event Buyer has not received a Class C Liquor License as of Closing, the parties shall execute a temporary agency agreement, in a form acceptable to Buyer and Buyer's counsel, with regard to Seller's current liquor license.

If any one or more of the conditions precedent set forth in this Section shall not be in effect or complied with on the Closing Date, Buyer may, by written notice to Seller, cancel this Agreement and all obligations of Buyer hereunder, or Buyer may execute a written waiver of compliance with any one or more of the said conditions precedent and close this transaction.

7. Conditions to Seller's Obligations. All obligations of Seller under this Agreement are subject to the fulfillment prior to or at Closing of each of the following conditions:

- 7.01 The representations and warranties of Buyer contained in this Agreement shall be true at the Closing as though such representations and warranties were made at such time; and
- 7.02 Buyer shall have performed and completed all agreements and conditions required by this Agreement to be performed or complied with by it prior to or at the Closing Date.

If any one or more of the conditions precedent set forth in this Section shall not be in effect or complied with on the Closing Date, Seller may, by written notice to Buyer, cancel this Agreement and all obligations of Seller hereunder, or Seller may execute a written waiver of compliance with any one or more of the said conditions precedent and close this transaction. In the event Seller cancels the Agreements as a result of the failure of one of the conditions set forth in this section, and Seller is not otherwise in default of any of the provisions of this Agreement, Seller may retain any deposits or earnest money paid, this Agreement shall terminate, and neither party shall have any liability to the other by reason hereof (except for any willful default or breach by Buyer).

8. Seller's Closing Obligations. At Closing, Seller shall deliver to Buyer the following:

- 8.01 Bill of Sale. A Warranty Bill of sale to effectively transfer good and marketable title of all Assets being sold, in the form attached as Exhibit 8.01.
- 8.02 Possession. Sole ownership of the Business, all records, and all Assets of the Business which are being sold hereunder, as set forth in this Agreement.
- 8.03 Certificate. A certificate of the Secretary of Seller setting forth corporate resolutions authorizing this transaction, the execution of this Agreement and the authority to perform the terms hereof.
- 8.04 Miscellaneous. All other documents required by this Agreement to be delivered to Buyer or necessary to carry out the intent of the parties.

9. Miscellaneous Provisions.

- 9.01 Nebraska Law. This Agreement and all documents executed and delivered shall be deemed to be contracts under the laws of Nebraska, and for all purposes shall be construed in accordance with such laws.
- 9.02 Severability. If any provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired.
- 9.03 Entire Agreement. This instrument and the Exhibits attached set forth the entire Agreement between the parties. All negotiations relative to the matters contemplated by this Agreement are merged and there are no other understandings or agreements relating to the matters and things set forth, other than those incorporated in this Agreement. No provision of this Agreement shall be altered, amended, revoked or waived, except by an instrument in writing signed by the parties sought to be charged with such amendment, revocation or waiver. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.
- 9.04 Additional Acts and Documents. Each party agrees to do all things and take all such actions, and to make, execute and deliver such other documents and instruments as shall be reasonably required to carry out the provisions and intent of this Agreement.
- 9.05 Cost and Fees. The parties agree that each party shall be responsible for its costs relating to this transaction, including attorney's fees and accountant's fees, incurred by that party.
- 9.06 Survival. All covenants, representations and warranties made by the parties shall survive the "Closing" as stated in this Agreement.
- 9.07 Notices. All notices required or permitted by this Agreement shall be in writing and shall be given by personal delivery or sent to the address of the party set forth below by registered or certified mail, postage prepaid, return receipt request, or by reputable overnight courier, prepaid receipt acknowledged. Notices shall be deemed received on the earlier date of actual receipt or, in the case

of notice by mail or overnight courier, the date of receipt marked on the acknowledgment of receipt. Rejection or refusal to accept or the inability to deliver because of change of address of which no notice was given shall be deemed to be received as of the date such notice was deposited in the mail or delivered to the courier.

If to Seller: Michael D. Carpenter  
~~3149 Fletcher Avenue~~ 846 'A' STREET  
~~Suite 302~~  
Lincoln, NE 68504 68502

If to Buyer: Paul Miloni  
4233 "C" Street  
Lincoln, NE 68510

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

SELLER:

CARPCORP, A Nebraska Corporation

By Michael D. Carpenter  
Michael D. Carpenter, President

BUYER:

BLACK CADILLAC, INC., A Nebraska Corporation

By Paul Miloni  
Paul Miloni, President

the aggregate number of shares which this corporation shall

NE Sec of State John A Sale - CORP AP  
1000753018  
BLACK CADILLAC, INC.  
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JAN 02 2008

NEBRASKA LIQUOR  
CONTROL COMMISSION

ARTICLES OF INCORPORATION  
OF  
BLACK CADILLAC, INC.

ARTICLE I

The name of the corporation shall be Black Cadillac, Inc.

ARTICLE II

The aggregate number of shares which this corporation shall have authority to issue is 10,000 shares, having a par value of \$1.00 each, all of which shall be common stock.

All transfers of the shares of this corporation shall be made in accordance with the provisions of the Bylaws of the corporation.

ARTICLE III

The corporation reserves the right to amend or repeal any provisions contained in these Articles of Incorporation in the manner now and hereafter permitted by law, and all rights conferred upon shareholders herein are granted subject to this reservation.

ARTICLE IV

The address of the corporation's initial registered office is (Lancaster County), and the name of the initial registered agent at such address shall be 4223 "C" Street, Lincoln, NE 68510, Paul Miloni.

ARTICLE V

The name and street address of the incorporators are as follows:

<u>Name</u>	<u>Address</u>
Paul Miloni	4223 "C" Street Lincoln, NE 68510

DATED this 12<sup>th</sup> day of November, 2007.

  
Paul Miloni, Incorporator

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LEASE AGREEMENT

JAN 02 2008

NEBRASKA LIQUOR  
CONTROL COMMISSION

This Lease Agreement is entered into on January 2, 2008, between Edgewood Investments, LLC a Nebraska Limited Liability Company, 6100 South 58<sup>th</sup> Street, Suite E, Lincoln, NE 68516 (Lessor) and Black Cadillac, Inc., a Nebraska Corporation, 4233 C Street, Lincoln, Nebraska 68510 (Lessee).

The Parties Agree:

1. **DESCRIPTION:** Lessor leases to Lessee the area known as Unit # 1, located in the **Edgewood Shopping Center**, 5310 South 56<sup>th</sup> Street, Lincoln, Nebraska and containing approximately 2000 square feet ("the premises").
2. **TERM:** The term of this Agreement shall be 60 months and shall commence January 1, 2008.
3. **RENT:** Lessee shall pay to Lessor base rent of \$13.00 per square foot. This lease is a triple net lease. The estimated amount of the triple net is \$3.00 per square foot, and is in addition to the base rent. Payment will be sent to such address as the Lessor may from time to time designate in writing. Lessee shall pay Lessor monthly base rent and triple net installments of \$2,666.67, payable in advance without demand on the first day of each month commencing January 1, 2008. The base rent and triple net installments will increase by 3% each year during the initial term of the Lease, with the increase commencing on January 1<sup>st</sup> of each year.
  - a. Lessee shall pay a late charge of 5% of the monthly base rent and triple net installment if the rent and triple net payments due from Lessee to Lessor are not paid by the 5<sup>th</sup> of the month. All rent and triple net payments are due on the 1<sup>st</sup> of each month.
  - b. The monthly payment made to Lessor will include the calculated monthly rent plus estimated charges for water, CAM, utilities, taxes, and insurance. At the end of each year, a reconciliation of the estimated charges compared to the actual charges incurred will be made out and the difference will either be billed or refunded to Lessee. This payment will be due 10 days after the date of the bill.
4. **USE:** Lessee shall use the premises for an **Upscale Drinking Establishment**. Lessee will not, without written consent of the Lessor, use the premises for any other purpose.

5. **COMMON AREAS:** The use and occupancy by Lessee of the premises shall include, the use in common with others, of hallways, restrooms, parking areas, sidewalks and other common areas as may be designated by Lessor from time to time.

6. **COMMON AREA MAINTENANCE:** All common areas shall be under the exclusive control and management of Lessor.

Lessor shall maintain the common areas, but no interruption of the use or maintenance of the common areas by reason of repairs, improvements, alterations or causes beyond the reasonable control of Lessor shall be an eviction or a disturbance of Lessee's use and occupancy of the premises nor render the Lessor liable for damages. Lessor shall be responsible for the maintenance and repair of the building structure and foundation including exterior walls and sub-surface utility lines up to the point that said lines enter the premises.

7. **COMMON AREA MAINTENANCE COSTS:** For each year during the term of this Agreement, Lessee shall pay to Lessor a proportion of the cost of maintaining the common areas, including the cost of landscaping and mowing, parking lot repair, line painting, lighting, snow removal, garbage and refuse disposal, repairs, wages for personnel employed in such maintenance, withholding and social security paid in respect of such employees, repairs and depreciation of machinery and equipment used in such maintenance, personal property taxes, and liability and property damage insurance premiums. Lessor may contract with any third person for the performance of all or any portion of such maintenance, which contract shall be included in the cost of such maintenance.

The portion of such cost to be paid by Lessee shall be equal to the ratio which the area of the premises bears to the total area in the building which is 17.89% of the building.

Lessor shall compute and bill Lessee's portion of such cost on a yearly basis, and Lessee shall pay an estimated amount on the same date that the regular monthly rental payment is made.

8. **TAXES:** Lessor shall pay all real estate taxes and special assessments levied against the building. Lessee shall pay a portion of such taxes and assessments to Lessor. The portion of such taxes to be paid by Lessee shall be equal to the ratio which the area of the premises bears to the total area in the building, times such taxes.

Lessor shall compute and bill Lessee's portion of such cost on a yearly basis, and Lessee shall pay an estimated amount on the same date that the regular monthly rental payment is made.

9. **IMPROVEMENTS BY LESSOR:** Lessor reserves the right to make improvements, alterations, or additions to the building, at any time, but such improvements, alterations, or additions shall not materially change the general appearance, location, or area of the premises. Lessor shall deliver the premises to Lessee "AS IS".
10. **IMPROVEMENTS BY LESSEE:** Lessee shall not make any improvements or alterations to the premises without submitting plans and specifications for such improvements or alterations to Lessor and securing Lessor's prior written consent. Lessee shall pay all costs of such improvements and alterations, shall provide evidence of such payment to Lessor upon request, and shall indemnify and hold Lessor harmless from any cost, liens, or damages.
- Lessee shall not install any sign or other advertisement or fixture on any part of the exterior of the premises without securing Lessor's prior written consent. Lessee shall, at the Lessee's expense, maintain such exterior sign or other advertisement or fixture.
11. **LESSOR'S MAINTENANCE:** Lessor shall, at Lessor's expense, maintain the structural and exterior portions of the premises, except the signs or other advertisements or the fixtures installed by Lessee.
12. **LESSEE'S MAINTENANCE:** Lessee shall at the Lessee's expense, maintain the interior portions of the premises, including the interior/exterior doors and glass, and all fixtures and equipment appurtenant to the premises. In addition, Lessee will make plate glass replacements and shall make all repairs to heating and air conditioning units that are required during the term of this lease.
13. **UTILITY CHARGES:** Lessee shall pay all utility charges attributable to the Premises. No interruptions of utility services by reason of causes beyond the reasonable control of Lessor shall be an eviction or disturbance of Lessee's use and occupancy of the premises, nor render Lessor liable for damages. Lessee shall pay a portion of any utility charges which are billed to Lessor and not separately computed or metered for the premises. The portion of such charges to be paid by Lessee shall be equal to the ratio which the area of the premises bears to the total area in the building. The monthly payment made to the Lessor will include the calculated monthly rent plus estimated charges for water, CAM, utilities, taxes and insurance. At the end of each year a reconciliation of the estimated charges compared to the actual charges incurred will be made out and the difference will either be billed or refunded to Lessee. This payment will be due 10 days after the date of the bill.

Lessor shall compute and bill Lessee's portion of such cost on a yearly basis and Lessee shall pay an estimated amount on the same date that the regular monthly rental payment is made.

14. **WASTE:** Lessee shall not commit or permit any waste of the premises, nor any public or private nuisance on the premises, nor any use of the premises which is contrary to any law, governmental regulation, or insurance policy affecting or covering the premises or which may be dangerous to persons or property.

Upon reasonable notice to Lessee, Lessor may enter and inspect the premises at any reasonable time.

15. **RULES:** Lessee shall comply with all reasonable rules established from time to time by Lessor for the use of the premises and the common areas, including the following:

- a. Lessee shall not place or permit any obstruction in common areas nor use such areas other than for travel and parking.
- b. Lessee and the employees and agents of Lessee shall park personal and business vehicles only in the portion of the common areas designated for such parking by Lessor.
- c. Lessee shall not use any device on the premises which may be heard outside of the premises without securing the prior written consent of the Lessor.

Written notice of any amendment or additions to the rules shall be given by Lessor to Lessee.

16. **LIABILITY INSURANCE:** Lessee shall maintain liability insurance in a total aggregate sum of at least \$1,000,000. Lessor must be added as an additional insured and give a certificate of insurance prior to occupying the premises. In the event of cancellation of the policy, Lessor must be notified prior to any cancellation.
17. **CASUALTY LOSS:** In the event the premises are destroyed or damaged by fire or casualty so as to render the premises unsuitable for occupancy, and Lessor shall elect not to reconstruct or repair the premises, Lessee may terminate this Agreement by giving written notice to Lessor of such termination within 60 days after such destruction or damage, which termination shall be effective as of the date of such destruction or damage. If Lessor shall elect to reconstruct or repair the premises, Lessor shall perform such reconstruction or repair at the expense of Lessor, with reasonable promptness, and in the event that the Lessor fails to complete such reconstruction or repair within 180 days after such destruction or damage, Lessee may terminate this Agreement by giving written notice to Lessor of such termination within 30 days after the date of the expiration of the 180 day period. If Lessor shall elect to reconstruct or repair the premises, due allowance shall be made for reasonable delays caused by the adjustment of insurance claims, labor controversies, or causes beyond the reasonable control of Lessor. In the

event of the termination of this Agreement at any time subsequent to the date of such destruction or damage, the rent shall be prorated on a daily basis and be paid or rebated, as the case may be, to the date of such termination. In the event that this Agreement is not terminated subsequent to such destruction or damage, the rent shall abate from the date of such destruction or damage to the date upon which the premises shall become suitable for occupancy by Lessee.

18. **CASUALTY INSURANCE:** Lessor shall pay all insurance premiums for fire and other casualty insurance on the building. Lessee shall pay a portion of such premiums to Lessor. The portion of such premiums to be paid by the Lessee shall be equal to the ratio which the area of the premises bears to the total area in the building, times such premiums. Lessor shall compute and bill Lessee's portion of such cost on a yearly basis, and Lessee shall pay an estimated amount on the same date that the regular monthly rental payment is made.
19. **CONDEMNATION:** If all or a substantial portion of the premises or the common areas shall be taken or condemned for any public use or purpose, so as to render the premises unsuitable for occupancy, this Agreement shall terminate on the date when possession shall be required for such use or purpose, and the rent shall be prorated to the date of such termination, without apportionment of the award for such taking or condemnation, which shall belong exclusively to Lessor.
20. **ASSIGNMENT:** Lessee shall not assign this Agreement, nor allow any transfer of or lien upon Lessee's interest in the Agreement by operation of law, nor sublet any portion of the premises, nor permit the use of any portion of the premises by anyone other than Lessee and the employees, agents, and business invitees of Lessee, without securing the prior written consent of Lessor. Lessor may require any proposed assignee to submit financial statements or other financial evidence which shows that it is able to assume the Lease, and Lessor's consent to any assignment is subject to Lessor's approval of the proposed assignee's credit worthiness.
21. **DEFAULT:** Each of the following acts and omissions shall constitute a default by Lessee and a breach of the Agreement:
  - a. Voluntary or involuntary bankruptcy, assignment for the benefit of creditors, reorganization or rearrangement under the Bankruptcy Act, receivership, dissolution or the commencement of any action or proceeding for dissolution or liquidation of Lessee whether instituted by or against Lessee or any other similar action or proceeding.
  - b. The failure of Lessee to pay the rent for a period of ten (10) days after written notice from Lessor that the rent is past due.
  - c. The failure of Lessee to comply with any other provision of this Agreement for a period of 14 days after written notice of such failure.

d. If other tenants of the Center complain to Lessor because of the normal course of Lessee's business, Landlord shall have the right, upon sixty (60) days prior written notice to Lessee, to terminate the Lease.

22. **REMEDIES:** Upon a default by Lessee, Lessor may re-enter and recover possession of the premises as if the premises were forcibly detained, and the Lessee waives any further demand for possession of the premise and any exemptions granted to Lessee by law.

If Lessor elects to re-enter and recover possession of the premises, Lessor may, at the election of Lessor, either terminate this Agreement or re-let the premises on such terms and conditions as Lessor may deem advisable. Upon re-letting the premises, rent received by Lessor shall be applied in the following order:

- a. To the costs of such re-letting, including brokerage fees and attorneys fees for such re-entry and recovery of possession of the premises.
- b. To any sums due, other than rent, from Lessee to Lessor.
- c. To rent due and unpaid.
- d. To future rent to become due.

If the rent received by Lessor shall be insufficient to satisfy the current obligation of Lessee to Lessor, the deficiency shall be computed and billed by Lessor to Lessee monthly and shall be paid by Lessee on or before the tenth day of the month following receipt of the billing.

Notwithstanding any election by Lessor, Lessor may, at any time subsequent to the default of Lessee, terminate this Agreement by giving written notice of such termination to Lessee.

23. **DEPOSIT:** Lessee has, on the date of execution of this Agreement, deposited with Lessor the sum of \$2,666.67, to apply on the last month's rent under the Lease. That rent shall be retained by Lessor as security for the performance by Lessee of this Agreement.

In the event of default by Lessee, Lessor may, at the election of Lessor, apply the last month's rent in complete or partial satisfaction of such default, without prejudice to any other rights of Lessor. In the event of such application, without the termination of this Agreement, Lessor shall give written notice to Lessee, and

Lessee shall pay to Lessor a sum equal to the amount so applied on or before the tenth day of the month following receipt of the notice.

**24. TERMINATION:** Upon termination of this Agreement, Lessee shall:

- a. Deliver possession of the premises to Lessor in as good condition as at the commencement of the term, ordinary wear and casualty damage excepted. Upon Lessor's request, Lessee shall bring the premises back to its original warm vanilla box finish, at Lessee's expense.
- b. Leave undisturbed on the premises all improvements and non-trade fixtures.
- c. Remove from the premises all trade fixtures and other personal property of Lessee. Lessee shall, at Lessee's expense, repair any damage to the premises arising from the removal of such trade fixtures or personal property.
- d. Pay to Lessor 1/30 of the monthly rent and triple net charges for each day that the Lessee retains possession of the premises after the termination of the Agreement and pay to Lessor any damage that Lessor may sustain by reason of such retention. The acceptance by Lessor of such rent after the termination of this Agreement shall not be a renewal of this Agreement nor prejudice any rights of Lessor.

**25. OPTION TO RENEW:** Provided that Lessee is not in default under the Lease, Lessee shall have the option to renew the Lease for two additional (5) year terms. The 1<sup>st</sup> term shall be at the monthly base rent and triple net installments paid during the last year of the initial term of the Lease, plus a 3% increase commencing January 1, 2013. The 2<sup>nd</sup> term shall be at the monthly base rent and triple net installments paid during the last year of the first renewal term of the Lease, plus a 3% increase commencing January 1, 2018. The base rent and triple net installments will increase by 3% each year during any renewal term of the Lease, with the increase commencing on January 1<sup>st</sup> of each year of any renewal term.

**26. NOTICES:** All notices and demands required or permitted to be given under this Lease to Lessee shall be given in writing, be delivered by Fed Ex or other reputable delivery service or by United States Mail, certified and postage prepaid, and addressed to Lessee at 4233 C Street, Lincoln, Nebraska 68510, or at any other address as Lessee may give to Lessor in writing from time to time. All notices and demands required or permitted to be given under this Lease to Lessor

shall be given in writing, be delivered by Fed Ex or other reputable delivery service or by United States Mail, certified and postage prepaid, and addressed to Lessor at 6100 S. 58<sup>th</sup> Street, Suite E, Lincoln, NE 68516, or at any other address as Lessor may give to Lessee in writing from time to time.

27. **MISCELLANEOUS:** No waiver by Lessor or Lessee of default by the other shall be implied, and no express waiver shall be extended beyond the default and period specified.

No term or condition of this Agreement shall be construed to have been waived unless same is in writing.

The invalidity or unenforceability of any term or condition of this Agreement shall not prejudice the enforceability of any other term or condition.

The word Lessee shall be construed as plural in all cases where more than one person shall have executed this Agreement as Lessee, and the obligations of each of such persons shall be joint and several.

In the event of a sale or an assignment of the property by Lessor, this Agreement shall remain binding.

28. **SIGNAGE:** Subject to restrictions of the local governmental authorities, Lessor shall permit the use of the Lessee's exterior sign which may be of a length up to eighty percent (80%) of the width of the store front of the premises, provided Lessee obtains Lessor's prior written approval of Lessee's sign.

This Agreement shall not be amended or modified, except by a written instrument executed by both the Lessor and Lessee.

This Agreement shall be binding upon the successors in interest of the parties.

The submission of this Agreement for examination is not a reservation of or option for the premises and this Agreement becomes effective only upon execution and delivery by both Lessor and Lessee.

Lessee shall have the rights to use a portion of the existing monument sign and the west end of the building sign.



## GUARANTY

For value received, and in consideration of the execution of a certain Lease of even date covering certain premises located in Edgewood Shopping Center, the creation of the tenancy under the Lease and the extension of credit by Edgewood Investments, LLC (Lessor) to Black Cadillac, Inc., a Nebraska Corporation (Lessee), and for the purpose of inducing Lessor to enter into the Lease, the undersigned does hereby absolutely and irrevocably guarantee to Lessor, its successors and assigns, the full and prompt payment when due of all rents, charges, and additional sums coming due under the Lease, together with the performance of all covenants and agreements of the Lessee set forth in the Lease, and together will the full and prompt payment of all damages that may arise or be incurred by Lessor in consequences of Lessee's failure to perform such covenants and agreements (all such obligations collectively referred to as "Liabilities"). The undersigned further agrees to pay all expenses, including attorneys fees and legal expenses, paid or incurred by Lessor in endeavoring to collect or enforce the Liabilities and in enforcing the Guaranty, such payment and performance to be made or performed by the undersigned immediately upon a default by Lessee.

In the event of the dissolution, bankruptcy, or insolvency of Lessee, or the inability of Lessee to pay debts as they mature, or an assignment by Lessee for the benefit of creditors, or the institution of any bankruptcy or other proceedings by or against Lessee alleging that Lessee is insolvent or unable to pay debts as they mature, or an assignment by Lessee for the benefit of creditors, or Lessee's default under the Lease, and if such event shall occur at a time when any of the Liabilities may not then be due and payable, the undersigned agrees to pay to Lessor upon demand, the full amount which would be payable to the undersigned if the Liabilities were then due and payable.

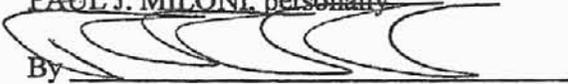
Lessor may from time to time, without notice to the undersigned: (a) retain or obtain the primary or secondary liability of any party or parties, in addition to the undersigned, with respect to any of the Liabilities, (b) extend or renew for any period (whether or not longer than the original period), alter or exchange said Lease or any of the Liabilities, (c) release, waive, or compromise any liability of any of the undersigned hereunder or any liability of any other party or parties primarily or secondarily liable on any of the Liabilities, (d) resort to the undersigned for payment of any of the Liabilities, whether or not Lessor shall have resorted to any property securing any of the Liabilities or any obligation hereunder or shall have proceeded against Lessee or any other party primarily or secondarily liable on any of the Liabilities. No such action or failure to act by Lessor shall affect the undersigned's liability hereunder in any manner whatsoever. Any amount received by Lessor from whatsoever source and applied by it toward the payment of the Liabilities shall be applied in such order of application as Lessor may from time to time elect.

The undersigned expressly waives notice of the existence, creation, amount modification, amendment, alteration, or extension of the Lease or all or any of the Liabilities, whether or not such notice is required to be given to Lessee under the terms of the Lease.

This Guaranty shall be binding upon the successors and assigns of the undersigned.

Dated: January 2<sup>nd</sup>, 2008

PAUL J. MILONI, personally

By 

STATE OF NEBRASKA )  
  )ss.  
COUNTY OF LANCASTER)

The foregoing Guaranty was acknowledged before me this 2<sup>nd</sup> day of January, 2008 by Paul J. Miloni.

  
Notary Public

