



August 1, 2001

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

Mayor Wesely and Members of the City Council:

An investigation has been made regarding the application of K-Sara Enterprises d.b.a. Meier Imports, 3540 Village Drive #200 requesting a class D and catering liquor license for this location.

Stockholder information is as follows:

Kevin Meier	President	50 %
Sara Meier	Treasurer	50%

Kevin Meier has requested that he be approved as the manager of this liquor license.

Background information on the applicants is as follows:

Kevin Meier was born in Omaha, Nebraska. He attended the University of Nebraska graduating in 1996.

Kevin Meier employment history is as follows:

2000 – 2001	General Manager, Meier's Cork N Bottle	Lincoln, NE.
1996 – 2000	Sales Representative, Alltel	Lincoln, NE.

Sara Meier was born in Salina, Kansas. She attended the University of Nebraska graduating in 1997.

Sara Meier employment history is as follows:

1997 – 2001	Teacher, Lincoln Public Schools	Lincoln, NE.
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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



Liquor License Business Report / Completed by Inv Fosler Date: \_\_\_\_\_

DBA: MEIER Imports

ADDRESS 3540 Village DR #200 PHONE \_\_\_\_\_

TYPE OF INVESTIGATION:

PURCHASE    UPGRADE    EXPANSION    NEW  
OWNER    MANAGER    OTHER \_\_\_\_\_

TYPE OF BUSINESS off-sale fine wines

CLASS:    A    B    C    D    I    J    K    CATERING    OTHER \_\_\_\_\_

OWNERSHIP    CORPORATION    PARTNERSHIP    INDIVIDUAL

PURCHASE PRICE 120,000 PROPERTY EQUIPMENT VALUE \_\_\_\_\_

AMOUNT FINANCED UNK    SOURCE SBA

COLLATERAL Home    COSIGNER(S) N/A

LEASE AGREEMENT 5yr @ 2700<sup>00</sup>

EST INCOME %FOOD —    %LIQUOR 100

COMMERCIAL    INDUSTRIAL    RESIDENTIAL

TRAFFIC —    PARKING off street

READY FOR OPERATION: YES NO EST DATE Sept 1

FOOD SERVICE —    # OF EMPLOYEES F/T 1 P/T 3

DOES LICENSE COMPLY WITH LEGAL DISTANCES: YES  
NO \_\_\_\_\_

EST SEATING N/A    EST # DAILY CUSTOMERS 20-30

HOURS OF OPERATION 10-10pm m-Thur Fri-Sat 10-11pm

HUMAN RIGHTS COMMISSION CHECKED YES NO N/A

Liquor License Investigation

Business (DBA) MEIER IMPORTS

Manager       Owner      Other \_\_\_\_\_

Name: KEVIN MEIER

US Citizen?       Yes      No

Has applicant ever been cited for liquor law violations?  No      Yes  
Explain \_\_\_\_\_

Does applicant have an interest in another liquor license?  No      Yes  
Explain \_\_\_\_\_

Is spouse qualified to hold a license?  Yes      No      N/A

How is applicant if not an owner to be paid?      Salary      Hourly N/A

How many hours will applicant be at the establishment? 50+

Any other employment?  No      Yes, explain \_\_\_\_\_

Any previous experience with a liquor license?  Yes      No

Any criminal convictions?  No      Yes  
Comments \_\_\_\_\_

Is applicant a property owner in Lincoln?  Yes      No

Is applicant involved in any civil litigation?  No      Yes  
Comments \_\_\_\_\_

Photo       Records Check       References

Comments \_\_\_\_\_

Interview Date 8 / 1 / 01

Liquor License Investigation

Business (DBA) MEIER IMPORTS

Manager  Owner Other \_\_\_\_\_

Name: SARA MEIER

US Citizen?  Yes No

Has applicant ever been cited for liquor law violations?  No Yes  
Explain \_\_\_\_\_

Does applicant have an interest in another liquor license?  No Yes  
Explain \_\_\_\_\_

Is spouse qualified to hold a license?  Yes No N/A

How is applicant if not an owner to be paid? Salary Hourly N/A

How many hours will applicant be at the establishment? 20-30

Any other employment? No  Yes, explain child care provider

Any previous experience with a liquor license? Yes  No

Any criminal convictions?  No Yes  
Comments \_\_\_\_\_

Is applicant a property owner in Lincoln?  Yes No

Is applicant involved in any civil litigation?  No Yes  
Comments \_\_\_\_\_

Photo  Records Check  References

Comments \_\_\_\_\_

Interview Date 8/1/01

# STATE OF NEBRASKA

81965  
178

Set date 7/30  
PH: 8-13-01



July 23, 2001  
City Clerk of Lincoln  
City/County Building  
555 S 10 Street  
Lincoln, NE 68508

Mike Johanns  
Governor

NEBRASKA LIQUOR CONTROL COMMISSION  
Forrest D. Chapman  
Executive Director  
301 Centennial Mall South, 5th Floor  
P.O. Box 95046  
Lincoln, Nebraska 68509-5046  
Phone (402) 471-2571  
Fax (402) 471-2814  
TRS USER 800 833-7352 (TTY)

C/K

D #52692

Dear Local Governing Body:

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

TWO KEY TIME FRAMES TO KEEP IN MIND ARE:

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

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

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

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

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

Sincerely,

NEBRASKA LIQUOR CONTROL COMMISSION

*Jackie B. Matulka*  
Licensing Division

Enclosures

Rhonda R. Flower  
Commissioner

R.L. (Dick) Coyne  
Chairman

Bob Logsdon  
Commissioner

An Equal Opportunity/Affirmative Action Employer

Printed with soy ink on recycled paper

FORM 35-4001  
REV. 12-99

NEBRASKA  
CITY OF LINCOLN  
JUL 25 11 00 AM '01

**APPLICATION FOR LICENSE**

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

D#52692

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

City Clerk of Lincoln  
 City/County Building  
 555 S 10 Street  
 Lincoln, NE 68508

JUL 20 2001

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

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

Class of License (Check applicable class)	Registration Fee	License Fees	Corporate Surety Bond
<input type="checkbox"/> A Beer, On Sale Only - Inside Corporate Limits	\$45.00	Collected at Local Level	exempt
<input type="checkbox"/> F Beer, On Sale Only - Outside Corporate Limits	\$45.00	Collected at Local Level	exempt
<input type="checkbox"/> B Beer, Off Sale Only - Inside/Outside Corporate Limits	\$45.00	Collected at Local Level	exempt
<input type="checkbox"/> J Wine, Beer, On Sale Only - Inside Corporate Limits	\$45.00	Collected at Local Level	exempt
<input type="checkbox"/> I Spirits, Wine, Beer, On Sale Only - Inside Corporate Limits	\$45.00	Collected at Local Level	exempt
<input checked="" type="checkbox"/> D Spirits, Wine, Beer, Off Sale Only - Inside Corporate Limits	\$45.00	\$150.00	exempt
<input checked="" type="checkbox"/> C Spirits, Wine, Beer On & Off Sale - Inside Corporate Limits	\$45.00	Collected at Local Level	exempt
<input type="checkbox"/> M Bottle Club (Spirits, Wine, Beer, On Sale)	\$45.00	Collected at Local Level	exempt
<input type="checkbox"/> H Nonprofit Corporation	\$45.00	Collected at Local Level	exempt
<input type="checkbox"/> K Wine Only, Off Sale	\$45.00	Collected at Local Level	exempt
<input type="checkbox"/> O Boat	\$45.00	\$50.00	exempt
<input type="checkbox"/> V Manufacturer of Beer, Wine & Distilled Spirits	\$45.00	Varies \$100 to \$1,000	\$10,000 min.
<input type="checkbox"/> X Wholesale Liquor	\$45.00	\$500.00	\$ 5,000 min.
<input type="checkbox"/> W Wholesale Beer	\$45.00	\$250.00	\$ 5,000 min.
<input type="checkbox"/> Y Farm Winery	\$45.00	\$250.00	\$ 1,000 min.
<input type="checkbox"/> L Craft Brewery (Brew Pub)	\$45.00	\$250.00	\$ 1,000 min.

TYPE OF APPLICATION	CORPORATE SURETY BOND INFORMATION
Type of application being applied for (place appropriate number in box) <div style="border: 1px solid black; width: 30px; height: 30px; display: flex; align-items: center; justify-content: center; margin: 5px;">3</div> 1= Individual License requires Form 1 to be attached. 2= Partnership License requires Form 2 to be attached. 3= Corporate License requires Form 3 and 4 and Manager Application be attached.	Bond Company - for Classes L V W X Y only <div style="border: 1px solid black; width: 100%; height: 30px; margin: 5px;"></div> Start Date Month/Day/Year <div style="border: 1px solid black; width: 100%; height: 30px; margin: 5px;"></div> Bond Number <div style="border: 1px solid black; width: 100%; height: 30px; margin: 5px;"></div>

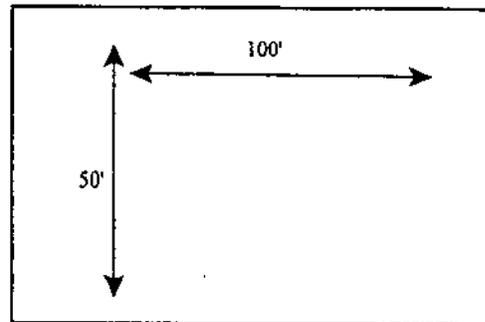
**SECTION A - LOCATION INFORMATION - Must be completed by all applicants**

Trade Name (name of business) <b>Meier Imports</b>	Telephone Number at premise to be licensed not available
1) Street Address of Proposed licensed premise 3540 Village Dr, Ste. 200 Lincoln, NE 68516	2) Mailing Address for receipt of Liquor Control Commission mailings 3540 Village Dr., Ste. 200 Lincoln, NE 68516
City County Zip Code Lincoln Lancaster 68516	City County Zip Code Lincoln Lancaster 68516

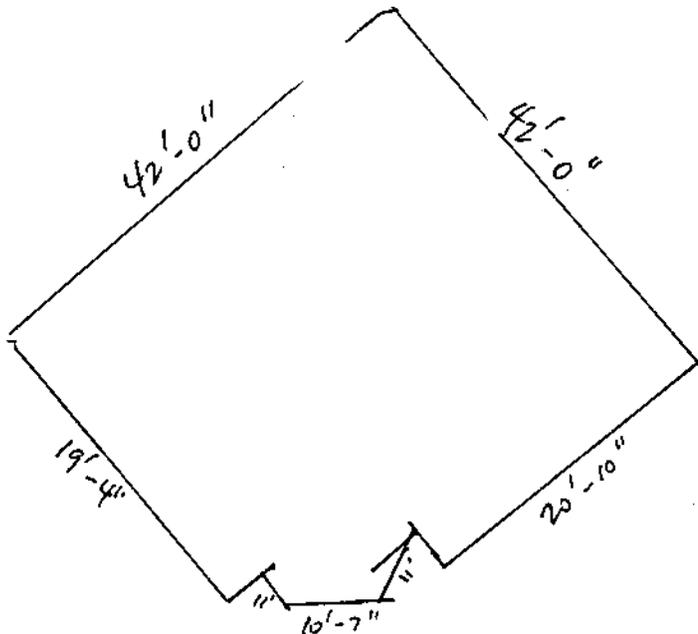
*7/20/01  
 phone call  
 w/ Becky at  
 Planning Dept  
 No special  
 Permit Needs*

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

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



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



SECTION B		OTHER INFORMATION REQUIRED	
	Yes	No	Explanation/Comments
<p>1. <b>READ CAREFULLY.</b> Answer completely and accurately.</p> <p>Has anyone who is a party to this application, or their spouse, <u>ever</u> been convicted of or plead guilty to any criminal charge. Criminal charge means any charge alleging a felony or misdemeanor violation of a federal or state law; or a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name.</p>		X	

	Yes	No	Explanation/Comments
2. Are you buying the business and/or assets of a licensee? If yes, submit a copy of the sales agreement with a listing of assets being acquired including liquor inventory (name brand and container size required).		X	
3. Are you filing a temporary agency agreement, Commission form 4231, whereby current licensee allows you to operate on their license? If yes, attach copy.		X	
4. Are you borrowing any money from any source to establish and/or operate the business? If yes, list the lender.	X		SMALL BUSINESS ASSOC. / UNION BANK
5. Will any person or entity other than licensee be entitled to a share of the profits of the establishment? If yes, explain.		X	
6. Will any of the furniture, fixtures and equipment to be used in this business be owned by others? If yes, list such items and the owner.		X	
7. Will any person(s) other than named in this application have any direct or indirect ownership or control of the business? If yes, explain?		X	
8. Are the premises to be licensed within 150 ft. of a church, school, hospital, home for the aged or indigent persons or for veterans, their wives, children, or within 300 ft. of a college or university campus? If yes, list the name of such institution and where it is located in relation to the premises. Per Sec. §53-177.		X	
9. Is anyone listed on this application a law enforcement officer? If yes, list the person, the law enforcement agency involved and the persons exact duties.		X	
10. List the primary bank and/or financial institution (branch if applicable) to be utilized by the business and the person(s) who will be authorized to write checks and/or make withdrawals on accounts at such institutions.	UNION BANK - KEVIN R. MEIER SARA M. MEIER		
11. List all past and present liquor licenses held by any person named in this application. Include license holder name, location of license and license number. Also list reasons for termination of any licenses previously held.	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.	KEVIN R. MEIER 50-60 HRS. P/ WEEK		
13. List the training and experience of the person listed in #11 above in connection with selling and/or serving alcohol products.	SHOP CLERK - MEIERS CORK N BOTTLE 1992 - 96 GENERAL MANAGER 2000 - 2001 BEVERAGE CATERER / BARTENDER 1992 - 97		
14. If the property for which this license is sought is owned, submit a copy of the deed, or proof of ownership, if leased submit a copy of the lease covering the entire license year. (Documents must show title or lease held interest in name of applicant as owner or lessee in the individual(s) or corporate name for which the application is being filed)			
15. When do you intend to open for business?	SEPTEMBER 1, 2001		

15. List the principal residence for the past 10 years for all persons required to submit fingerprint cards. If necessary attach a separate sheet.

NAME	FROM (YEAR)	TO (YEAR)	RESIDENCE (CITY, STATE)
Kevin R. Meier	1974	2001	Lincoln, NE
Sara M. Meier	1992	2001	Lincoln, NE
Sara M. Meier	1986	1992	Geneva, NE

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

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

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

sign here Sara Meier sign here [Signature]  
 sign here \_\_\_\_\_ sign here \_\_\_\_\_  
 sign here \_\_\_\_\_ sign here \_\_\_\_\_  
 sign here \_\_\_\_\_ sign here \_\_\_\_\_

Subscribed in my presence and sworn to before me this 17<sup>th</sup> day of July, 2001.



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

Sign here Margaret I. Frankforter  
 Notary Public Signature

# Corporation/LLC Application for License - Form 3

Nebraska Liquor Control Commission

RECEIVED

JUL 20 2001

NEBRASKA LIQUOR  
CONTROL COMMISSION

**INSTRUCTIONS:**

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

Name of Corporation That Will Hold License. <b>Attach copy of Articles of Incorporation</b>			Total Number of Shares (if corporation)	
K-Sara Enterprises, Inc.			10,000	
Corporate Street Address (1)		Mailing address for receipt of Liquor Control Commission Mailings		Corporate Telephone Number
3540 Village Dr., Ste. 2		same		402-328-8882
City	County	State	Zip Code	
Lincoln	Lancaster	NE	68516	
Name of Registered Agent		Name of Proposed Manager		
Kevin R. Meier		Same		
<b>IN THIS SECTION LIST THE NAME OF THE CHIEF EXECUTIVE OFFICER</b>				
Name		Title	Date of Birth	Social Security Number
Kevin R. Meier		President	[REDACTED]	[REDACTED]
Home Address (1)			State	
3621 San Mateo Ln.			NE	
City	State	Zip Code	Home Telephone Number	
Lincoln	NE	68516	402-328-8882	

### Corporation/LLC Application for License - Form 3

PRINCIPLE OFFICERS, DIRECTORS, STOCKHOLDERS, MEMBERS AND SPOUSES				
Name of Officers, Directors, Members and Spouses. Give Last Name, First Name, Middle, Maiden, and any aliases	Social Security Number	Date of Birth	Title	Number of Shares/ %
NAME Meier, Kevin R.	[REDACTED]	[REDACTED]	President	50%
Spouse Name Meier, Sara M.	[REDACTED]	[REDACTED]	Treasurer	50%
NAME				
Spouse Name				
NAME				
Spouse Name				
NAME				
Spouse Name				
NAME				
Spouse Name				
NAME				
Spouse Name				

(If Necessary, Continue on Separate Sheet)

Corporation/LLC Application for License - Form 3

Nebraska Liquor Control Commission

Is this Corporation/LLC controlled by another Corporation?  YES  NO

Name of Control Corporation

[Empty box for Name of Control Corporation]

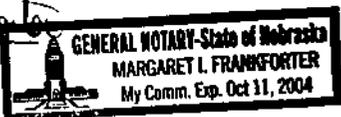
If YES, LIST EACH STOCKHOLDER/MEMBER OWNING MORE THAN 25% stock/interest in that corporation/LLC. Any applicant who has a Corporation as a shareholder MUST file an organizational chart listing all shareholders and/or corporations owning more than 25% stock and listing of the percentage of stock owned

Please indicate below your corporate tax year with the IRS

Starting Date: 09-01-2001 Ending Date: 12-31-01

STATE OF NE )  
 )  
 ) ss.  
Lancaster County )  
 )

*Margaret L. Frankforter*  
Notary Public Signature & Seal



By *[Signature]*  
PRESIDENT/MEMBER

*[Signature]*  
SECRETARY/MEMBER

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

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

**INCLUDE \$75.00 LICENSE FEE  
COMPLETE IN DUPLICATE**

RECEIVED

JUL 20 2001

NEBRASKA LIQUOR  
CONTROL COMMISSION

**APPLICATION FOR CATERING LICENSE**

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

CIRCLE CLASS OF LICENSE CURRENTLY HELD: ~~CLASS C~~ CLASS D / CLASS I / CLASS L

LICENSE NUMBER: \_\_\_\_\_

NAME OF LICENSEE: V-SAMA ENTERPRISES, INC DBA MEIER IMPORTS

TRADE NAME: MEIER IMPORTS

PREMISE ADDRESS: 3540 VILLAGE DR, STE. 200

CITY/STATE/ZIP CODE: LINCOLN, NE 68516

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

[Signature]  
Signature of Licensee

Subscribed in my presence and sworn to before me this 12<sup>th</sup> day of July, 2001.

Margaret J. Frankforter  
Notary Public Signature

(Seal)



WILLIAMSBURG VILLAGE  
RETAIL LEASE

RECEIVED

THIS RETAIL LEASE is entered into by Landlord and Tenant as described in the following Basic Lease Information on the Date which is set forth for reference only in the following Basic Lease Information.

JUL 20 2001

Landlord and Tenant agree:

NEBRASKA LIQUOR  
CONTROL COMMISSION

ARTICLE 1.00 BASIC LEASE INFORMATION

In addition to the terms which are defined elsewhere in this Lease, the following defined terms are used in this Lease:

- (a) DATE: JULY 12, 2001
- (b) LANDLORD: NORTH WILLIAMSBURG
- (c) TENANT: K-SARA ENTERPRISES, INC. DBA MEIER IMPORTS
- (d) BUILDING ADDRESS: 3540 VILLAGE DRIVE, LINCOLN, NEBRASKA 68516
- (e) PREMISES: The Premises shown on Exhibit "A" to this lease, known as Suite 200
- (f) TERM: 60 MONTHS, beginning on the Commencement Date and expiring on the Expiration Date.
- (g) COMMENCEMENT DATE: SEPTEMBER 1, 2001, or as extended pursuant to section 3:03
- (h) EXPIRATION DATE: AUGUST 31, 2006, or as extended pursuant to section 3:03.
- (i) MONTHLY BASE RENT: \$14.00 PER SQUARE FOOT OR \$2,076.76 PER MONTH
- (j) RENTABLE AREA OF THE PREMISES: Approximately 1,780 square feet.
- (k) RENTABLE AREA OF THE BUILDING: Approximately 6,569 square feet.
- (l) TENANT'S SHARE: 27% (determined by dividing the approximate rentable area of the premises by the approximate rentable area of the building.)
- (m) SECURITY DEPOSIT: \$2,076.76
- (n) BROKER: NONE
- (o) RENT: The Monthly Rent and Additional Rent.
- (p) ADDITIONAL RENT: Any amounts which this lease requires tenant to pay in addition to Monthly Rent.
- (q) BUILDING: The building which is located on the land and of which premises are a part.
- (r) LAND: The land on which the project is located and which is more particularly described on Exhibit "B" to the lease.
- (s) PROJECT: The development consisting of the Land and all improvements built on the Land including without limitation the Building, Parking lot, Walkways, Driveways, Fences, and Landscaping.
- (t) LANDLORD'S ADDRESS: NORTH WILLIAMSBURG  
1660 South 70th Street, Suite 203  
Lincoln, Nebraska 68506  
Attention: Michelle E. Keogh
- (u) TENANT'S ADDRESS: K-SARA ENTERPRISES INC.  
DBA MEIER IMPORTS  
3540 Village Drive, Suite 200  
Lincoln, Nebraska 68516  
Attention: Kevin & Sara Meier

with a copy of the same to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

INITIAL  
KM  
MB

ADDENDUM "A"

THIS ADDENDUM is entered into this 12<sup>th</sup> day of July, 2001, by and between North Williamsburg, (Landlord) and K-Sara Enterprises, Inc., DBA Meier Imports, (Tenant).

WHEREAS, anything contained herein to the contrary notwithstanding, in the event of conflict or discrepancy between any provisions of the Lease and its Exhibits, and Addendum, Landlord and Tenant agree that the terms and conditions of this Addendum shall prevail.

- A. **Rules & Regulations #6:** Tenant will be allowed to possess, store and sell liquor on the premises. Tenant shall be permitted to sell magazines and books that are trade related only.
- B. **Rules & Regulations #11:** Tenant will be allowed to store carbon dioxide canisters on the premises.
- C. **Exclusive Use:** Tenant will have an exclusive use for Williamsburg Village for the sale of alcohol and beverage catering unless Landlord receives prior written permission from Tenant. This exclusive use does not include or apply to existing tenants in the development.
- D. **Renewal Option:** Tenant will have an option to renew this lease for an additional 60 months, if Tenant is not in default, by giving Landlord 120 days prior written notice. All terms and conditions of the Lease shall remain the same except the rental rate will be ~~\$16.00~~ <sup>\$16.00</sup> per square foot. *Performed at least 60 days prior to renewal*
- E. **Signage:** Tenant, at it's expense, will be allowed to use the three sign boxes located on the North side of building (along Old Cheney), the South side (panel next to Blimpie's sign) and the sign box located directly above suite entrance doors. *MMB*  
*KM*
- F. **Possession of Space:** Tenant shall have possession of space to allow Tenant to set up equipment and merchandise. Tenant will not be responsible for rental payment during this period. Once Tenant opens for business, all fees (rental amount, additional rent, etc.) will commence.
- G. **Tenant improvements:** Landlord will perform or construct, at it's expense, the following:
  - 1. Demo existing walls, all flooring, and riser in waiting area as shown on Exhibit "C".
  - 2. Install new carpet (allowance of \$18.00 per square yard installed) and ceramic tile in entryway.
  - 3. Repair and paint all walls.
  - 4. *REPLACE* ~~Alter~~ reception counter to be all one level, install new formica and install front doors on ~~existing~~ shelving underneath countertop.
  - 5. *PERFORM GIVEN DUTIES EXPRESSED ON SCHEDULE C / EXHIBIT C.*

Tenant, at it's expense, will be responsible for any plumbing requirements for equipment; new countertop cabinetry and sink; and electrical requirements or needs for walk-in cooler and any other business related equipment. *MMB*  
*KM*

LANDLORD  
NORTH WILLIAMSBURG

By *Mark J. Bronder*  
Mark J. Bronder, Manager

TENANT  
K-SARA ENTERPRISES, INC.

By *Kevin Meier*  
Kevin Meier

## GUARANTY OF LEASE

**Landlord:** North Williamsburg  
**Tenant:** K-SARA ENTERPRISES, INC.  
**Lease:** Lease dated July 12, 2001  
**Guarantor:** Kevin Meier  
**Dated:** July 12, 2001

Tenant wishes to enter into the Lease with Landlord. Landlord is unwilling to enter into the Lease unless Guarantor assures Landlord of the full performance of Tenant's obligations under the Lease. Guarantor is willing to do so

Accordingly, in order to induce Landlord to enter into the Lease with Tenant, and for good and valuable consideration, the receipt and adequacy of which are acknowledged by Guarantor:

1. Guarantor unconditionally guarantees to Landlord, and the successors and assigns of Landlord, Tenant's full and punctual performance of its obligations under the Lease, including without limitation the payment of rent and other charges due under the Lease. Guarantor waives notice of any breach or default by Tenant under the Lease. If Tenant defaults in the performance of any of its obligations under the Lease, upon Landlord's demand, Guarantor will perform Tenant's obligations under the Lease.

2. Any act of Landlord, or the successors or assigns of Landlord, consisting of a waiver of any of the terms or conditions of the Lease, or the giving of any consent to any matter related to or thing relating to the Lease, or the granting of any indulgences or extensions of time to Tenant, may be done without notice to Guarantor and without affecting the obligations of Guarantor under the Guaranty.

3. The obligations of Guarantor under the Guaranty will not be affected by Landlord's receipt, application, or release of security given for the performance of Tenant's obligations under the Lease, nor by any modification of the Lease including without limitation the alteration, enlargement, or change of the Premises described in the Lease, except that in case of any such modification, the liability of the Guarantor will be deemed modified in accordance with the terms of any such modification.

4. The liability of Guarantor under the Guaranty will not be affected by:

- (a) the release or discharge of Tenant from its obligations under the Lease in any creditors', receivership, bankruptcy, or other proceedings, or the commencement or pendency of any such proceedings;
- (b) the impairment, limitation, or modification of the liability of Tenant or the estate of Tenant in bankruptcy, or of any remedy for the enforcement of Tenant's liability under the Lease, resulting from the operation of any present or future bankruptcy code or other statute, or from the decision in any court;
- (c) the rejection or disaffirmance of the Lease in any such proceedings;
- (d) the assignment or transfer of the Lease or Sublease of all or part of the Premises described in the Lease by Tenant;
- (e) any disability or other defense of Tenant; or
- (f) the cessation from any cause whatsoever of the liability of Tenant under the Lease.

5. Until all of Tenant's obligations under the Lease are fully performed, Guarantor:

- (a) waives any right of subrogation against Tenant by reason of any payments or acts of performance by Guarantor, in compliance with the obligations of Guarantor under this Guaranty;
- (b) waives any other right that Guarantor may have against Tenant by reason of any one or more payments or acts in compliance with the obligations of Guarantor under this Guaranty; and
- (c) subordinates any liability or indebtedness of Tenant held by Guarantor to the obligations of Tenant to Landlord under the Lease.

6. This Guaranty will apply to the Lease, any extension or renewal of such Lease, and any holdover term following the term of the Lease, or any such extension or renewal.

7. This Guaranty may not be changed, modified, discharged, or terminated orally or in any manner other than by an agreement in writing signed by Guarantor and Landlord.

8. Guarantor is primarily obligated under the Lease. Landlord may, at its option, proceed against Guarantor without proceeding against Tenant or anyone else obligated under the Lease or against any security for any of Tenant's or Guarantor's obligations.

9. Guarantor will pay on demand the reasonable attorneys' fees and costs incurred by Landlord, or its successors and assigns, in connection with the enforcement of this Guaranty.

10. Guarantor irrevocably appoints Tenant as its agent for service of process related to this Guaranty.

Guarantor has executed this guaranty as of the date.

GUARANTOR  
KEVIN MEIER

