



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

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



MAYOR COLEEN J. SENG

www.ci.lincoln.ne.us

December 22, 2003

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

Mayor Seng and Members of the City Council:

An investigation has been made regarding the application of MIPFIVE Inc., d.b.a. Mickey's Irish Pub and Grill, 1550 South Coddington, Suite P requesting a class I liquor license.

Steven McFadden, President and holder of 1020 stock shares, and John Seltzer, Vice President and holder of 980 stock shares request that Timothy Murphy be approved as the manager of this liquor license.

Background information on Timothy Murphy is as follows:

Timothy Murphy was born in Omaha, Nebraska. He attended the University of Nebraska graduating in 1997.

Timothy Murphy employment history is as follows:

2002 – Present	Bartender, Mickey's Irish Pub	Lincoln, NE.
2000 – 2003	Sales, Pacific Sunwear	Lincoln, NE.
1997 - 2000	Manager, Charlie's Seafood	Lincoln, NE

The Lincoln Police Department is recommending denial of this application based on the following

Mr. Seltzer has been the Owner / Manager of Mickey's Irish Pub, 1409 'O' Street holder of liquor license I-49790 since November 2000.

Mr. Seltzer was called in by the Internal Liquor committee on July 29th 2002 to discuss over service at the establishment, and the large number of patrons that are involuntarily placed at Cornhusker Place Detoxification reporting they had been drinking at his establishment. Mr. Seltzer did not follow any recommendation given by the committee.



A nationally accredited law enforcement agency



Mickey Irish pub has had the largest amount of check ins at Cornhusker Place Detoxification in 2003, doubling the number of any other Lincoln establishment.

The establishment has had 10 liquor law violations written.

One of the violations written was on June 17th 2003, in which employees and patrons were involved in a fight. Mr. Seltzer was one of these employees.

On October 5th 2002 Mr. Seltzer was consuming alcohol while working at the establishment.

The establishment is found on two pornographic web sites, with photographs taken inside the establishment showing illegal activities, including violations of the City of Lincoln public nudity ordinance. These photographs being taken while the business is both opened and closed to the public.

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.

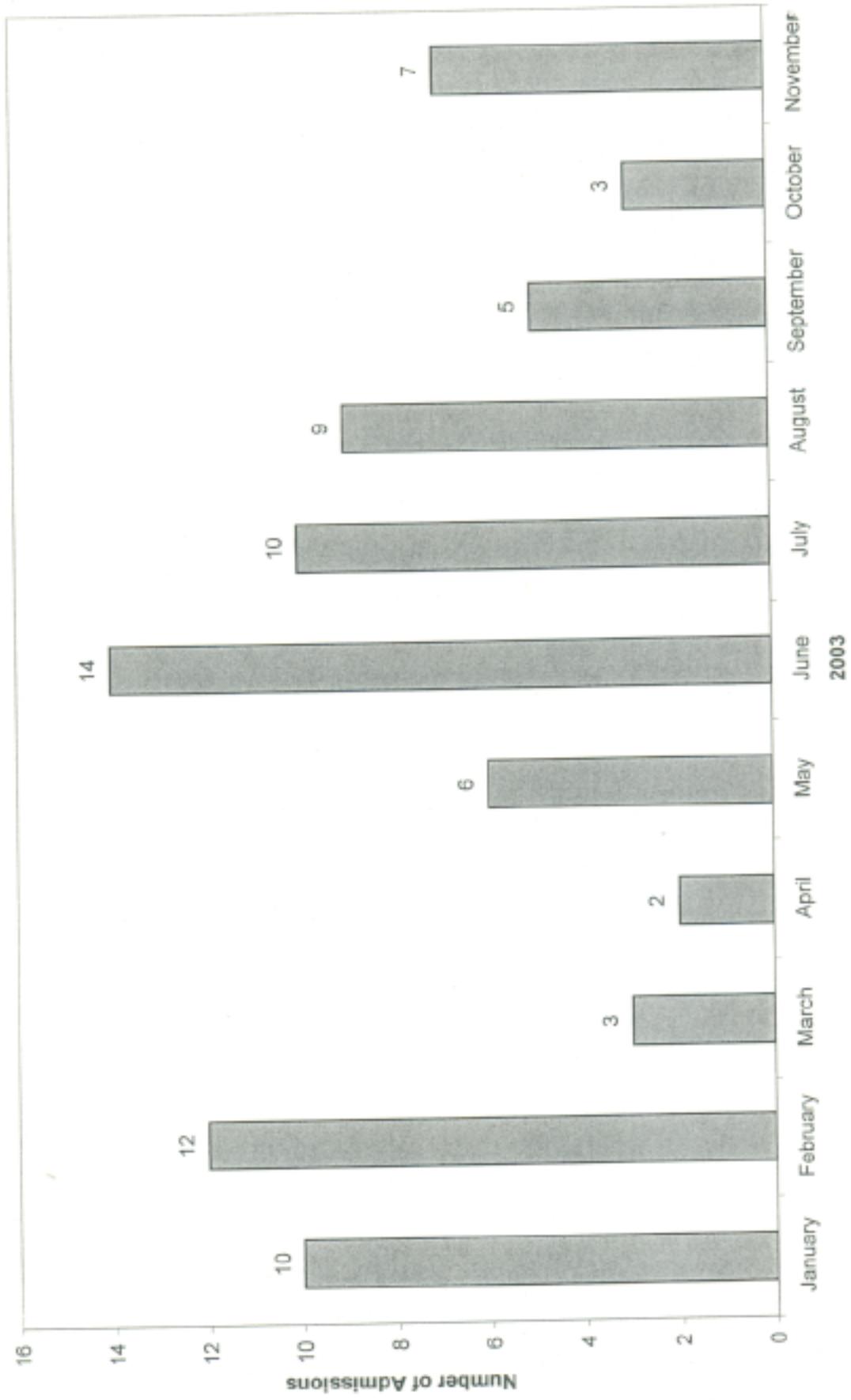


THOMAS K. CASADY, Chief of Police

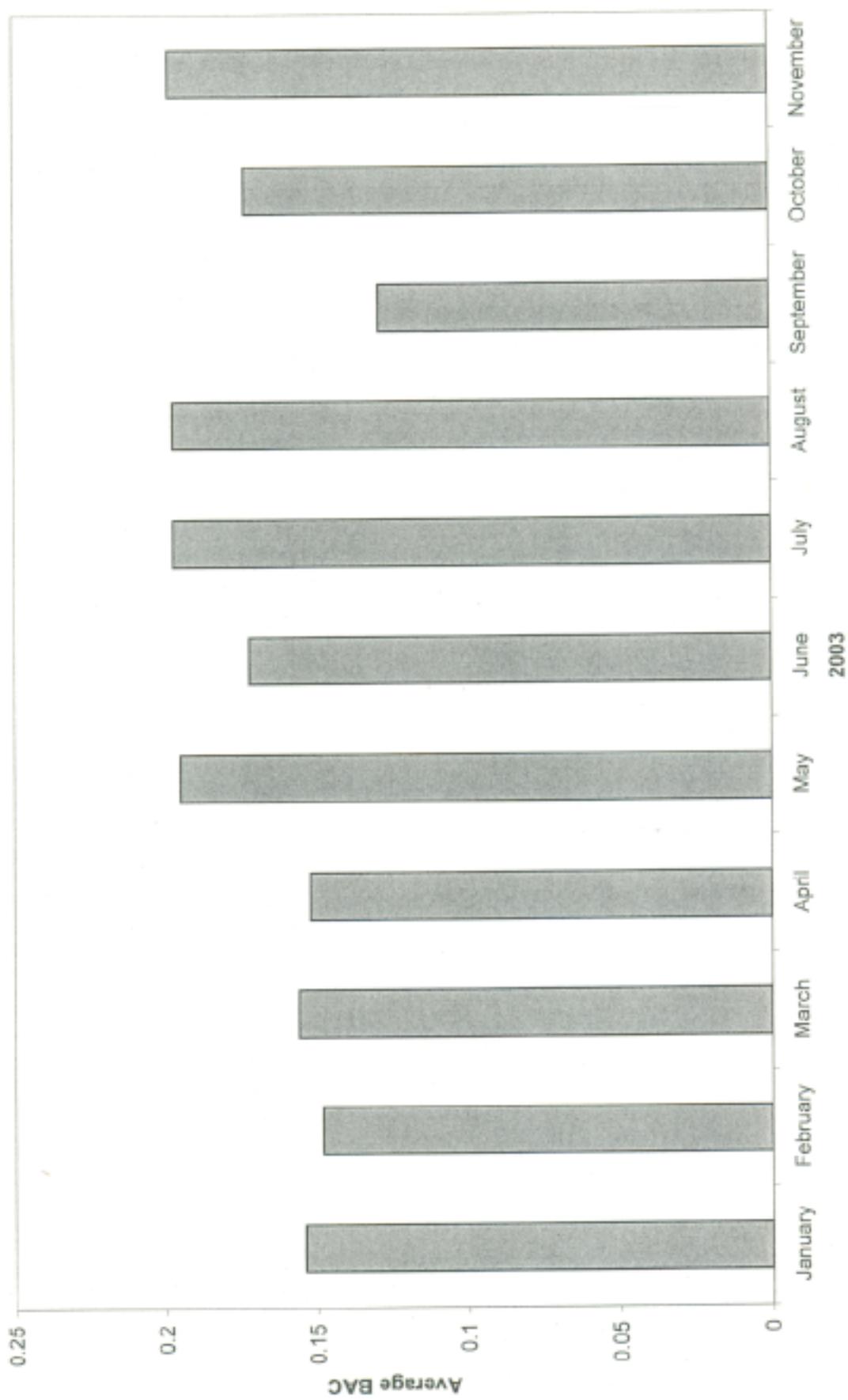
Last Drink Data
 Mickeys 2003

Month	Admissions	Total BAC	Average BAC
January	10	1.543	0.154
February	12	1.777	0.148
March	3	0.469	0.156
April	2	0.304	0.152
May	6	1.17	0.195
June	14	2.409	0.172
July	10	1.971	0.197
August	9/1 ref	1.581	0.197
September	5	0.645	0.129
October	3	0.52	0.173
November	7	1.386	0.198
Totals	80	13.433	0.168
	1ref		
25 other bars	345	60.298	0.174

Mickey's Last Drink



Mickey's Last Drink



Violations for:
MICKEYS IRISH PUB 1409 O ST
Manager: JOHN SELTZER 438-3311

License(s):
I BEER/LIQUOR/WINE ON-SALE

.....
Case#: A0-141261 Date: 12-22-2000 Times: 0045 / 0000 Desc: 2 COUNTS SALE / SERVE A MINOR
Original call:

Notification letter sent: 12-26-2000 Disposition to: STATE LIQUOR COMM
Disposition letter sent: 12-26-2000 Disposition from Liquor Commission: 10 DAYS @ 50

Incident desc : OFFICERS WERE CONTACTED BY A CITIZENS ON MINORS INSIDE THE ESTABLISHMENT
CONSUMING. THE OFFICER FOUND TWO MINOR, ONE 20 ONE 19, BOTH WHO HAD
RECEIVED ALCOHOL AND BOTRH WITHOUT ID. THE 19 YOA PARTY ID THE BARTENDER AS
THE PARTY WHO HAD SERVED HER.

.....
Case#: A3-066178 Date: 06-17-2003 Times: 2356 / 0000 Desc: DISTURBANCE / SERVE INTOX
Original call:

Notification letter sent: 06-20-2003 Disposition to: STATE LIQUOR COMM
Disposition letter sent: 06-20-2003 Disposition from Liquor Commission: 10 DAYS @ 100

Incident desc : Officers detailed on a fight found parties involved were employee's vs
patrons. Owner / manager also involved. One party found to be highly
intoxicated.

.....
Case#: A3-049579 Date: 05-11-2003 Times: 0104 / 0000 Desc: OPEN CONTAINER LEAVING PREMISES
Original call:

Notification letter sent: 05-13-2003 Disposition to: STATE LIQUOR COMM
Disposition letter sent: 05-13-2003 Disposition from Liquor Commission: 12 DAYS @ 100

Incident desc : An officer on patrol observed a parton leave the bar carrying a mixed drink
in a plastic cup.

.....
Case#: A3-028960 Date: 03-20-2003 Times: 2355 / 0000 Desc: OPEN CONTAINER LEAVING PREMISES
Original call:

Notification letter sent: 03-24-2003 Disposition to: CITY/LPD FILE
Disposition letter sent: 03-24-2003 Disposition from Liquor Commission:

Incident desc : Officer obs a party standing in the alley consuming alcohol. The officer at
the time of contact was unable to determine which establishment the party
had left. The officer later determined it was Mickey's

.....
Case#: A3-007921 Date: 01-23-2003 Times: 2229 / 0000 Desc: SALE/SERVE A MINOR
Original call:

Notification letter sent: 02-03-2003 Disposition to: CITY/LPD FILE
Disposition letter sent: 02-03-2003 Disposition from Liquor Commission:

Incident desc : Officers on a compliance check found a 20yoa minor drinking inside the establishment. It was found the door person let the minor in because he knew him. The manager fired the doorperson on the spot.

License(s):

Violations for:
Case#: A3-005471 Date: 01-17-2003 Times: 0044 / 0000 Desc: SALE/SERVE A MINOR
Original call:
Notification letter sent: 01-21-2003 Disposition to: CITY/LPD FILE
Disposition letter sent: 01-21-2003 Disposition from Liquor Commission:
Incident desc : Officers sent on a disturbance, found one of the parties to be only twenty
years old. Party had been served alcohol.
Case#: A2-123341 Date: 10-25-2002 Times: 0103 / 0000 Desc: OPEN CONTAINER LEAVING PREMISE
Original call:
Notification letter sent: 10-28-2002 Disposition to: STATE LIQUOR COMM
Disposition letter sent: 10-28-2002 Disposition from Liquor Commission: WARNING LETTER
Incident desc : A patron left the premise carrying an alcoholic beverage. The item was not
concealed, no doorperson.
Case#: A2-115887 Date: 10-05-2002 Times: 2236 / 0000 Desc: SERVE INTOXICATED
Original call:
Notification letter sent: 10-11-2002 Disposition to: STATE LIQUOR COMM
Disposition letter sent: 10-11-2002 Disposition from Liquor Commission: WARNING LETTER
Incident desc : Officers on a compliance check found a party showing signs of heavy
intoxication. The party tested .243
Case#: A2-115420 Date: 10-05-2002 Times: 0007 / 0000 Desc: EMPLOYEE CONSUMING
Original call:
Notification letter sent: 10-07-2002 Disposition to: CITY/LPD FILE
Disposition letter sent: 10-07-2002 Disposition from Liquor Commission:
Incident desc : Officer on a check found the owner of the business working and consuming
alcohol. Held due to being a city violation, not a state violation
Case#: A2-112126 Date: 09-27-2002 Times: 2255 / 0000 Desc: SALE / SERVE INTOXICATED
Original call:
Notification letter sent: 10-01-2002 Disposition to: STATE LIQUOR COMM
Disposition letter sent: 10-01-2002 Disposition from Liquor Commission: 10 DAYS @ 100
Incident desc :

Officer on a compliance check observed a party inside the establishment showing sign of being intoxicated. The party was found holding an alcoholic drink which had been served by the bartender of the business. The party tested .274

**MINUTES OF INTERNAL LIQUOR COMMITTEE MEETING
MONDAY, JULY 29 2002 - 4:00 P.M.
CONFERENCE ROOM 106**

COUNCIL MEMBERS PRESENT: Council Members: Chair McRoy, Svoboda, Werner

OTHERS PRESENT: John Seltzer, owner of Mickey's Irish Pub & his attorney, Daniel Klaus; Bob Jergensen, representing private sector; Joan Ross, City Clerk; Jim Baird, Cornhusker Place, , Captain Joy Citta, LPD; Polly McMullen, DLA; Darrell Podany, Council Aide.

ABSENT: Inspector Russ Fosler Joel Pedersen, Assistant City Attorney, Linda Major, NU Directions

Chair McRoy called the meeting to order.

John Seltzer, Mickey's Irish Pub Interview.

McRoy welcomed Mr. Seltzer and thanked him for accepting the request of the ILC to attend this meeting. She asked all present to introduce themselves. She then explained the purpose of the invitation to Mr. Seltzer being based upon some reported activities at his bar and the Cornhusker Place "Last Drink Data" reports. She asked Mr. Seltzer to outline anything he has done as manager to reduce over serving to patrons.

Seltzer reported that he bought Mickey's Pub in October, 2000 and has taken the bar from having a small patronage to a large patronage. In the last- six month period, he has upgraded from one door person to four and from four bartenders to seven. He said he has a trained doorman, and that Seltzer himself is on site Wednesday through Sunday. Further, he has a good relationship with the downtown police unit. Mr. Seltzer said he has turned in more fake I.D.s than any other bar downtown.

Mr. Klaus stated his client has a relationship with the new owner of Main Street Café and that Seltzer owned the Main Street Café for five years. The last ticket issued to Mickey's was in 2001.

Jim Baird responded to Klaus agreeing that individuals "self report" when checked into Cornhusker Place. Mr. Klaus asked if something additional needs to be done by his client to please tell him.

Svoboda asked how alcohol was dispensed. Seltzer reported there are three bartenders and two waitresses on duty every Thursday, Friday, and Saturday. He was questioned as to RHC training for the wait and bar staff. Mr. Seltzer said that the Liquor Commission reported his bar is number one in liquor sales in the county and number three in the state.

Citta asked how many drinks can be taken from the bar to the tables. Mr. Seltzer replied four to five drinks. He said that the bartender asks where the drinks are going and who is getting the drinks. In response to Citta, Seltzer said that birthday promotions are not a part of his promotions. Captain Citta noted that some bars give complimentary birthday drinks which are low in alcohol.

Svoboda said he would like to see more training for the servers, waitresses and bartenders. Citta noted the last violation in serving was in 2000. Seltzer admitted that his training is out of date and he agreed to complete the RHC training. It was emphasized to Seltzer that if the manager is trained and conducts himself to the proper standards, employees will follow that role model. It was acknowledged that staff is good at stopping fake I.D. carriers.

Captain Citta questioned Seltzer about his drink promotion called "Beat the Clock". Seltzer responded that he does have this promotion which is run on Fridays from 7 pm to 8 pm and that he could as well stop this promotion because noone really takes advantage of it. He said the college crowd comes out at 11:00 p.m. or later. He said that he does not advertise this promotion on the radio. Captain Citta suggested that this promotion be removed. Mr. Seltzer said he is not afraid to call the Police for unruly patrons and that he is changing the dress code by discouraging certain gang related clothing or logos. He said that a year to year and one-half ago there would be a fight a week. This is now controlled and there may be a fight about once a month.

McRoy asked Seltzer what he is doing to get ready for the upcoming school year as students return to Lincoln and to the bar scene. Mr. Seltzer said he is doing some revamping by changing around the pool table and dance floor.

It was suggested that Mr. Seltzer be given about three months' time and then be invited back to the ILC meeting to evaluate his employee training and promotions. Captain Citta said there is training which focuses on signs and symptoms to identify over serving. Citta advised that Bob Jergensen and Brian Kitten both run high-impact, large- capacity establishments and they have made themselves available to bar owners. Citta urged Mr. Seltzer to contact these bar owners to learn their "tricks of the trade". Mr. Klaus commended the ILC for its proactive approach. Messrs. Seltzer and Klaus were excused.

NU Directions - Polly McMullen brought up for discussion the possibility that NU Directions may have a news conference to announce the top 10 bars which have patrons that land at the detox center. McMullen questioned if this would be appropriate. Mr. Baird said he does not share information obtained from his clients publicly. Terry Werner stated it would be inappropriate to publish this information. Chair McRoy noted that the Mission of the ILC and of NU Directions differ.

Mickey's Irish Pub (con't) - Chuck Schweitzer said he has observed overcrowding at this bar. He said the capacity on first floor is 179 and second floor is 120. Mr. Seltzer does not control how many patrons are on each floor just total capacity. Schweitzer said there is a way to control

Liquor License Investigation

Business (DBA) Mickey's Irish Pub

Manager Owner Other _____

Name: Timothy Murphy

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

How many hours will applicant be at the establishment? 40-60

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 12/22/03

STATE OF NEBRASKA

Set date 12/15
PH: 1-1204



Mike Johanns
Governor December 8, 2003

FILED
CITY CLERK'S OFFICE
'03 DEC 10 PM 5 04
CITY OF LINCOLN
NEBRASKA

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)
web address: <http://www.nol.org/home/NLCC/>

City Clerk
County/City Bldg
555 South 10th Street
Lincoln NE 68508

A3-138923
156

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

Handwritten signature of Michelle Porter in cursive.

Michelle Porter
Licensing Division

Enclosures

Rhonda R. Flower
Commissioner

Bob Logsdon
Chairman

R.L. (Dick) Coyne
Commissioner

An Equal Opportunity/Affirmative Action Employer

Printed with soy ink on recycled paper

FORM 35-4001
REV. 12/99

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DEC 04 2003

NEBRASKA LIQUOR
CONTROL COMMISSION

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

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

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

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

Class of License (Check applicable class) *	Registration Fee	License Fees	Corporate Surety Bond *send copy
<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 checked="" type="checkbox"/> I Spirits, Wine, Beer, On Sale Only - Inside Corporate Limits	\$45.00	Collected at Local Level	exempt
<input type="checkbox"/> D Spirits, Wine, Beer, Off Sale Only - Inside Corporate Limits	\$45.00	\$150.00	exempt
<input type="checkbox"/> D1 Spirits, Wine, Beer, Off Sale Only - within extraterritorial zoning jurisdiction	\$45.00	\$150.00	exempt
<input 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.

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TYPE OF APPLICATION *	NAME OF PERSON ASSISTING WITH APPLICATION	
Type of application being applied for (check appropriate box) 1. <input type="radio"/> Individual License requires Form 1 to be attached. 2. <input type="radio"/> Partnership License requires Form 2 to be attached. 3. <input checked="" type="radio"/> Corporate License requires Forms 3 and Manager Application to be attached	Name Daniel E. Klaus/Jo Pursell	DEC 04 2003 NEBRASKA LIQUOR CONTROL COMMISSION
	Firm Name Rembolt Ludtke & Berger	Address 1201 Lincoln Mall, Ste. 102 Lincoln, NE 68508

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

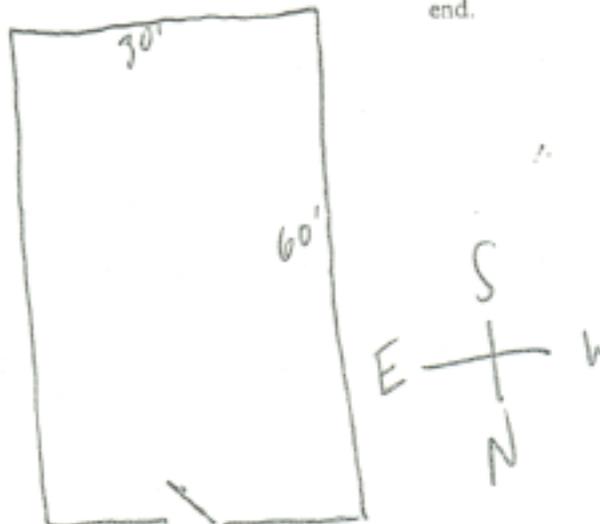
Trade Name (name of business) Mickey's Irish Pub and Grill	Telephone Number at premise to be licensed new-no telephone as yet
1) Street Address of Proposed licensed premise 1550 S, Coddington, Ste. P	2) Mailing Address for receipt of Liquor Control Commission mailings Same
City Lincoln	City Lancaster
Zip Code 68522	Is this located inside the city limits? <input checked="" type="radio"/> Yes <input type="radio"/> No

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 Note: Only what is visible on screen will be printed
<p>* 1. READ CAREFULLY. Answer completely and accurately.</p> <p>Has anyone who is a party to this application, or their spouse, ever been convicted of or plead guilty to any criminal charge. Criminal charge means any charge alleging a felony or misdemeanor violation of a federal or state law; or a violation of a local law, ordinance or resolution. Include any DWIs or DUIs. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name.</p>	<p>Yes <input checked="" type="checkbox"/></p>	<p>No <input type="checkbox"/></p>	<p>SEve McFadden 1993 - DWI plead guilty 1999 - DWI - License suspended 2002 - DWI - License suspended Multiple speeding tickets/pled guilty John Seltzer - speeding tickets Nebraska 2001, 2003, Iowa - 2000 pled guilty/paid fines</p>
<p>* 2. Are you buying the business and/or assets of a licensee? If yes, submit a copy of the sales agreement with a listing of assets being acquired including liquor inventory (name brand and container size required).</p>	<p>Yes <input type="checkbox"/></p>	<p>No <input checked="" type="checkbox"/></p>	
<p>* 3. Are you filing a temporary agency agreement, Commission form 4231, whereby current licensee allows you to operate on their license? If yes, attach copy.</p>	<p>Yes <input type="checkbox"/></p>	<p>No <input checked="" type="checkbox"/></p>	
<p>* 4. Are you borrowing any money from any source to establish and/or operate the business? If yes, list the lender.</p>	<p>Yes <input checked="" type="checkbox"/></p>	<p>No <input type="checkbox"/></p>	<p>Pinnacle Bank</p>
<p>* 5. Will any person or entity other than licensee be entitled to a share of the profits of the establishment? If yes, explain.</p>	<p>Yes <input type="checkbox"/></p>	<p>No <input checked="" type="checkbox"/></p>	

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NEBRASKA LIQUOR CONTROL COMMISSION

<p>* 6. Will any of the furniture, fixtures and equipment to be used in this business be owned by others? If yes, list such items and the owner.</p>	<p>Yes <input type="radio"/></p>	<p>No <input checked="" type="radio"/></p>	<p style="text-align: right;">DEC 04 2003</p> <p style="text-align: center;">NEBRASKA LIQUOR CONTROL COMMISSION</p>
<p>* 7. Will any person(s) other than named in this application have any direct or indirect ownership or control of the business? If yes, explain?</p>	<p>Yes <input type="radio"/></p>	<p>No <input checked="" type="radio"/></p>	
<p>* 8. Are the premises to be licensed within 150 ft. of a church, school, hospital, home for the aged or indigent persons or for veterans, their wives, children, or within 300 ft. of a college or university campus? If yes, list the name of such institution and where it is located in relation to the premises. Per Sec. §53-177.</p>	<p>Yes <input type="radio"/></p>	<p>No <input checked="" type="radio"/></p>	
<p>* 9. Is anyone listed on this application a law enforcement officer? If yes, list the person, the law enforcement agency involved and the persons exact duties.</p>	<p>Yes <input type="radio"/></p>	<p>No <input checked="" type="radio"/></p>	
<p>10. List the primary bank and/or financial institution (branch if applicable) to be utilized by the business and the person(s) who will be authorized to write checks and/or make withdrawals on accounts at such institutions.</p>	<p style="text-align: center;">Pinnacle Bank John Seltzer/Steven McFadden</p>		
<p>11. List all past and present liquor licenses held by any person named in this application. Include license holder name, location of license and license number. Also list reasons for termination of any licenses previously held.</p>	<p>Main Street Deli, 1325 O St., Lincoln, NE - John Seltzer - sold MIP Two, Inc./Mickey's Irish Pub 1409 O Street, Lincoln, NE I-49790</p>		
<p>12. List the person who will be the on site supervisor of the business and the estimated number of hours per week such person or manager will be on the premises supervising operations.</p>	<p style="text-align: center;">/</p> <p style="text-align: center;">Timothy Jordan Murphy 40-60 hours/week</p>		

COPY

13. List the training and experience of the person listed in #12 above in connection with selling and/or serving alcohol products.	will be taking the hospitality training past experience from 1990 - present as waiter, bartender, and manager full time and part time		
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)	see attached lease		
15. When do you intend to open for business?	January, 2004		
16. List the principal residence for the past 10 years for all persons required to sign application. If necessary attach a separate sheet.			
NAME	FROM (YEAR)	TO (YEAR)	RESIDENCE (CITY, STATE)
John Seltzer	1991	1996	Manhattan, Ks
	1996	pres.	Lincoln, NE
Steven McFadden	1993	1996	DesMoines, IA
	1996	1998	West DesMoines, IA
	1998	2000	Urbandale, IA
	2000	pres.	West DesMoines, IA

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DEC 04 2003

NEBRASKA LIQUOR
CONTROL COMMISSION

The undersigned applicant(s) hereby consent(s) to a background investigation and release of present & future records of every kind and description including police records, tax records (State and Federal), bank or lending institution records, and said applicant(s) and spouse(s) waive(s) any right or causes of action that said applicant(s) or spouse(s) may have against the Nebraska Liquor Control Commission, the Nebraska State Patrol, and any other individual disclosing or releasing said information. Any 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 
John Michael Seltzer

Sign Here 
Steve L. McFadden

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Sign Here _____

Sign Here _____ DEC 04 2003

Sign Here _____

Sign Here _____ NEBRASKA LIQUOR CONTROL COMMISSION

Sign Here _____

Subscribed in my presence and sworn to before me this 21ST day of NOVEMBER, 2003

(SEAL)

7-3-05

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 
Notary Public Signature

Verify & Print form

FORM 35-4010
1
REV 1/01

LEASE

This Lease, made this 2nd day of October, 2003 by and between B & J Partnership, Ltd., a Nebraska limited partnership ("Lessor"), and MIP FIVE, Inc., a Nebraska corporation, d.b.a. Mickey's Irish Pub ("Lessee").

NEBRASKA LIQUOR CONTROL COMMISSION

WITNESSETH:

The Lessor, for and in consideration of the covenants and agreements hereinafter set forth, hereby demises and leases to Lessee and Lessee hereby rents and hires from Lessor those certain Premises (hereafter "Premises") consisting of a portion of the building located at 1550 South Coddington Avenue, Lincoln, Nebraska, the legal description annexed hereto as Exhibit A ("Shopping Center"), which Premises are substantially shown on the plan annexed hereto as Exhibit A, together with a revocable license to use, in common with others, the Common Areas, as the same may be designated from time to time by Lessor, subject, however, to the terms and conditions of this Lease and to rules and regulations thereof as prescribed from time to time by Lessor.

1. Term and Use. The Initial Term of this Lease shall commence on October 1, 2003 (the "Commencement Date"), and continue until January 31, 2014 (the "Termination Date"), at which time it shall terminate, unless sooner terminated or renewed as provided herein. The Lessee intends to use the Premises for a bar/restaurant and the rent is being calculated on that usage.

Lessee agrees that it will not use the Premises to operate a supermarket, bakery, pharmacy, butcher shop, auto fuel station, adult book store, topless and/or bottomless bar, bowling alley, indoor skating rink, theater, bingo parlor, flea market, cafeteria, ATM Cash or ticket dispensing machines, physical fitness center, medical center or clinic, training or educational facility, or for an unlawful use. Lessee shall not permit any portion of the Premises to be used for a drive-thru window restaurant with more than 25% of their monthly sales within the Mexican Cuisine Category including but not limited to Taco Bell, Taco Johns and Taco Inn. Lessee shall not permit any portion of the Premises to be used for a business focused on the cutting of hair, sales or delivery of pizza, tanning salon, or for a business focused on a full service bank or financial institution of any kind. Lessor reserves the right to lease and receive all revenue from outdoor advertising signs, communication devices and towers, ATM Cash or ticket dispensing machines, as may be installed on the Premises.

Lessee expects to receive possession of the Premises on the execution of this Lease regardless of whether an occupancy permit for the Premises is ever issued. If any build-out of Premises is not completed at the Commencement Date, the Commencement Date and Termination Date shall remain unchanged. Lessor shall not be subject to any liability for failure to give possession on said date or for failure of any build-out of the Premises to be completed at the Commencement Date, and neither failure shall in any way affect the validity of this Lease or the obligation of the Lessee hereunder.

In the event Lessee's liquor license is revoked, or Lessee surrenders such liquor license, for any reason, Lessee may elect to terminate this Lease on 90 days written notice of such revocation to Lessor. Notwithstanding such event, however, the liability of Lessee for all Rent and Shared Shopping Center Expenses provided for under this Lease shall not terminate, be relinquished or extinguished and Lessee shall be fully responsible and liable for all such charges for the remainder of the term of this Lease.

2. Rent.

A. Fixed Rent. The Lessee shall pay to Lessor as fixed rent for the Premises during the first twelve (12) months of the Initial Term, the sum of Twenty One Thousand Seven Hundred Eight and no/100 Dollars (\$21,708.00), payable in monthly installments of One Thousand Eight Hundred Nine and no/100 Dollars (\$1,809.00), ("Base Rent") commencing on the Commencement Date. Payment for the first month shall be delivered with the execution of the Lease by Lessee. Thereafter monthly installments shall be payable in advance on the first (1st) day of each and every month during the Initial Term. The Base Rent payable by the Lessee shall be subject to annual rent adjustments as provided in paragraph 2C below.

B. Rent Abatement. Notwithstanding Section 2A, above, the obligation of the Lessee to pay Fixed Rent to Lessor shall be abated until February 1, 2004.

C. Annual Rent Adjustments. In the event that the term of this Lease is for a period greater than twelve (12) months, the fixed rent payable for each additional lease year or fractional part thereof, including Lease years of the option terms, if any, shall be determined by multiplying the previous year Rent by 1.03, representing a three percent (3%) annual increase.

D. Late Rent. Any fixed or additional rent due Lessor, not received within five (5) days of the due date, shall bear a late fee of \$100, and shall accrue interest at the rate of ten percent (10%) per annum until paid.

E. Partial Payment of Rent. Payment by Lessee or receipt by Lessor of an amount less than the monthly rent due under this lease shall be deemed to be a partial payment of the rent. No endorsement on any check shall be deemed an accord and satisfaction. Lessor may accept such payment without prejudice to Lessor's right to collect the balance of the rent or other amounts due hereunder.

3. Renewal Option.

Provided that Lessee is not in default under the terms of this Lease, Lessee shall have the option to Lease said Premises for one additional term of ten (10) years upon the same terms and conditions, save the rental clause, which shall be as follows: On the first day of the first year and any subsequent year of the Renewal Term, the rental shall be adjusted ratably by multiplying the Rent for the immediately preceding year by 1.03, representing a three percent (3.0%) annual increase. Lessee agrees to notify said Lessor in writing of Lessee's desire to exercise its Renewal Option at least 90 days, but not more than 180 days, prior to the Termination Date.

4. **Security Deposit.** On delivery to Lessor of a copy of this Lease executed by Lessee, Lessee shall deposit with Lessor an amount equal to one (1) month's rent as security for the performance by Lessee of its obligations under this Lease. If the Lessee fails or defaults under any of the terms, covenants or conditions of this Lease, or fails to complete the term of this Lease, the Lessee will forfeit the Security Deposit and the Security Deposit will be applied to any amounts owing to Lessor by Lessee. However, on successful completion of the Initial Term and/or Renewal Term, the Security Deposit will be returned to Lessee, unless repairs, maintenance and/or cleaning is required by Lessor, in which case, those expenses will be paid from the security deposit, with any residual money returned to Lessee within sixty (60) days of Lease termination. The Security Deposit taken hereunder shall be used solely for security of damages and shall not be used for payment of rental due hereunder. Lessor shall not be required to pay interest to Lessee on such Security Deposit or to keep such Security Deposit separate from its general accounts.

5. **Insurance.** A. Lessor shall, as a part of the Shared Shopping Center Expense, obtain and maintain Commercial Property Insurance that covers the building and its fixtures and equipment. This insurance shall, at a minimum, cover the perils insured under the ISO special causes of loss form (CP 10 30). The amount insured shall equal the full estimated replacement cost of the property insured. Lessee acknowledges that it will not be a named insured on such policy and shall have no right to receive any proceeds from any insurance policies carried or provided by the Lessor.

B. Lessee shall obtain and maintain commercial general liability insurance (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 for each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location. CGL insurance shall be written on ISO occurrence form CG 00 01 01 96 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). Lessor shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 11 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to Lessor. There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution.

C. Lessee shall obtain and maintain workers compensation and employers liability insurance.

D. At the time of taking possession of the Premises, Lessee shall furnish Lessor with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. All certificates shall provide for 30 days' written notice to Lessor prior to the cancellation or material change of any insurance referred to therein. Failure of Lessor to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Lessor to identify a deficiency from evidence that is provided shall not be construed as a waiver of Lessee's obligation to maintain such insurance. Failure to maintain the required insurance may result in termination of this Lease at Lessor's option. If Lessee fails to maintain the insurance as set forth herein, Lessor shall have the right, but not the obligation, to purchase said insurance at Lessee's expense. Lessee shall provide certified copies of all insurance policies required above within 30 days of Lessor's written request for said copies. By requiring insurance herein, Lessor does not represent that coverage and limits will necessarily be adequate to protect Lessee, and such coverage and limits shall not be deemed as a limitation on Lessee's liability under the indemnities granted to Lessor in this contract.

E. The personal property in the Premises shall be at the risk of the Lessee only. Lessor shall not be liable for any damage to any property any time in such Premises caused by steam, electricity, sewage, gas or odors, or from water, rain or snow which may leak into, issue or flow from any part of the Shopping Center of which they are a part, or from any other place or quarter, or for any damages done to property of the Lessee in moving the same to or from the Premises or Shopping Center except if caused by Lessor's negligence. The Lessee shall give to Lessor, or its agent, prompt written notice of any accident to or defects in water pipes, gas or warming and cooling apparatus, or any other equipment which shall be remedied with due diligence.

F. Notwithstanding the terms and provisions of the Lease to the contrary, any insurance which Lessee is obligated to keep in force under the provisions of Paragraph 5 may be carried under a blanket insurance policy provided that the coverage under said policy is in all respects in compliance with the provisions of Paragraph 5.

6. **Shared Shopping Center Expenses.**

A. **Lessor's Expenses.** Lessor, at its sole expense, shall repair and maintain all foundations, exterior walls (except store fronts, plate glass doors and other breakable materials used in structural portions) and provide for roof replacement (but not roof repairs) of the Shopping Center.

B. **Lessee's Expenses.** Except as provided in Section 6A, Lessee shall pay, commencing on the Commencement Date, all other direct costs and expenses of every kind and nature whatsoever attributable to the Premises during the term of this Lease, including, but not limited to the following: all repairs to and maintenance of the Premises and all improvements placed on the Premises by the Lessee. Lessee shall pay to re-key the Premises and shall pay to install all directory signage.

C. **Lessee's Utility Expenses.** Commencing on Commencement Date, Lessee shall pay, when due, all utility charges, including, but limited to water and sewer use fees, gas, electricity, telephone, cable, janitorial and garbage removal, and other services supplied to the Premises which are separately metered or billed, including any and all connection charges, start-up charges and termination charges associated therewith. Commencing on the Commencement Date, Lessee agrees to pay monthly. Lessee's

Proportionate Share of all shared utility expenses including, but not limited to water and sewer use fees, gas, electricity, telephone, cable, janitorial and garbage removal, including any connection charges associated therewith. Lessee's Proportionate Share shall be a percentage determined by dividing the Premises square footage, as shown on Exhibit A, by the Shopping Center total Leasable Area. "Leasable Area" shall be defined for the purposes of the "Proportionate Share" to include only that portion of the Shopping Center improvements that have been fully constructed, ready for occupancy as of the 1st day of the period for which the Proportionate Share is being calculated. Leasable Area shall include all fully enclosed building square footage including out-pad buildings but excluding drive-thru structures such as the ATM and the fuel station.

D. Shared Shopping Center Expenses. In addition to the rent and other payments Lessee agrees to make under this Lease, Lessee agrees to pay monthly in advance, commencing on the Commencement Date, one-twelfth (1/12th) of Lessor's estimate of Lessee's Proportionate Share of all costs and expenses of every kind and nature paid or incurred by Lessor in maintaining, managing and operating the Shopping Center ("Shared Shopping Center Expense"), for a given calendar year. The Shared Shopping Center Expenses shall include, without limitation, the following costs: snow removal; security and fire control systems; equipping, lighting, painting, repairing, replacing, cleaning and heating and air conditioning common areas; landscaping and gardening; parking lot maintenance and repair; line painting; traffic control; sanitary control; roof repairs; liability, flood, hazard and other insurance premiums; taxes and assessments of any kind and nature applicable to the Shopping Center; costs of all rentals and machinery equipment used in maintenance and operation; the cost of personnel to implement those services; the cost to direct parking and to police the Shopping Center; management fees for the Shopping Center not exceeding five percent (5%) of gross rentals collected; and all other costs payable in connection with the ownership, management, operation, maintenance and repair of the property, except for the cost of tenant specific build-out alterations within the Shopping Center, depreciation charges, interest and principal payments on the mortgage, ground rental payments, any expense for which the Lessor has been reimbursed.

At the end of each calendar year, Lessor shall provide to Lessee a statement of the Shared Shopping Center Expenses and a determination of Lessee's Proportionate Share of such expenses. If the amount actually paid by Lessee is less than Lessee's Proportionate Share thereof for that calendar year, the balance shall be paid within thirty (30) days after the statement is sent to Lessee, or in the alternative, any payment made by Lessee in excess of its Proportionate Share, shall be credited to the next sums due from Lessee under this section. At the end of each calendar year, Lessor will provide Lessee with an estimate of the Shared Shopping Center Expenses for the next year.

It being understood and agreed, however, that Lessor does not warrant that any of the services referred to above will be free from interruption or casualty from causes beyond the reasonable control of Lessor. Such interruption of services or casualty thereto shall never be deemed an eviction or disturbance of Lessee from the Premise or any part thereof, or entitle Lessee to an abatement of rent due hereunder, or render Lessor liable to Lessee for any damages caused thereby. Lessor shall not be liable to Lessee in any way for a delay in billing Shared Complex Expenses nor will delayed billings from Lessor reduce Lessee obligations for payment thereof.

E. Additional Expenses. In addition to the rent and other payments Lessee agrees to make under this Lease, Lessee agrees to promptly pay to Lessor the full amount of any additional expenses incurred by Lessor which Lessor, in its sole discretion, determines to be related to Lessee's use or operation of the Premises and Common Areas including, but not limited to, maintenance costs and debris/trash removal.

F. Common Areas. Wherever used in this lease, the common areas shall include, but shall not be limited to, sidewalks, or other pedestrian walkways, parking lots, landscaped areas, pick-up and delivery areas, streets and other public areas designed for the common use and benefit exclusive of space in the Shopping Center designated for rental to tenants for commercial purposes, as the same may exist from time to time. Lessor hereby grants to Lessee, its employees, agents, customers, and invitees the a revocable license to use the common areas from time to time, such use to be in common with Lessor and all tenants of the Lessor. Any income derived from Common Areas shall be the sole property of Lessor, including outdoor sign rent, ATM rent, cellular tower rent, and or similar third party rentals.

7. Payment of Rent. Lessee shall make all payments of rent and other expenses due to Lessor by check or in cash so as to be actually received by Lessor on the first day of each and every month at P. O. Box 81906, Lincoln, NE 68501, or to such other address as Lessor may hereafter furnish to Lessee.

8. Default

A. On the occurrence of any of the following: (i) if rent or other payment, including a payment on a Promissory Note, from the Lessee to the Lessor shall be and remain unpaid in whole or part for more than five (5) days after it is due and payable; (ii) if the Lessee shall violate any of the other covenants, agreements, stipulations, or conditions herein, and such violation or default shall continue for a period of ten (10) days after written notice from the Lessor to Lessee of such violation or default; (iii) if the Lessee's or the Lessee's customer's use of the Premises or Common Areas is, in the sole discretion of the Lessor, disruptive to any of the other tenants of the Shopping Center and such condition shall continue for a period of ten (10) days after written notice from the Lessor to Lessee of such condition; (iv) if the Lessee shall be adjudged bankrupt or file a petition in bankruptcy or for any arrangements under the Bankruptcy Code or become insolvent or have appointed a Receiver of its property; or (v) if Lessee shall for any reason vacate or abandon the Premises or cease to operate the Premises as a bar/restaurant for a period of thirty (30) consecutive days; then the Lessor may without demand and notice terminate this Lease and re-enter the Premises with or without process of law using such force as may be necessary to remove all persons or chattels therefrom, and the Lessor shall not be liable for damage by reason of such re-entry or forfeiture; or the Lessor can take any other action available to it under law. Notwithstanding re-entry by the Lessor or termination of this Lease, the liability of the Lessee for the Rent and Shared Shopping Center Expenses provided for herein shall not be relinquished or extinguished for the balance of the term of this Lease.

B. The parties agree that if there are any chattels or personal property of Lessee in the Premises when Lessor enters upon the Premises, Lessor shall give Lessee three (3) days to remove the same. If they are not removed, then Lessor may remove the same to a public warehouse or at a place selected by Lessor, to be stored at Lessee's expense. Lessor will notify Lessee as to the address where the property is being stored.

C. If more than one individual signs this Lease as Lessee then all individual signers will be jointly and severally liable for all Lease obligations contained herein.

D. In addition to any other actions authorized herein upon the occurrence of an event of default, Lessor shall be entitled to declare all rents and any advancements made for the benefit of Lessee which are due or contemplated to become due under this Lease to be immediately due and payable and Lessee shall become immediately liable for all such amounts.

9. Condition of the Property. By taking possession of the Premises, Lessee accepts the Premises in its then "as is" condition and acknowledges that the Premises are in good and satisfactory condition at the time Lessee takes possession. Lessor makes no representation or warranty as to the absence or existence of mold on the Premises. Lessor is not responsible to make any repairs or alterations to the Premises, or to do any remodeling or decoration, except as outlined in Exhibit C. If Lessor makes any repairs or alterations to the Premises that are the responsibility of Lessee, those expenses incurred by Lessor shall be reimbursed by Lessee to Lessor within 10 days of Lessor's written invoice, despite the fact that all alterations may not yet be fully completed. Lessee shall have no right to withhold payment for completed work, or any portion of the Rent, due to incomplete alterations to the Premises, regardless who is responsible for making such alterations. Should Lessee withhold any payment due hereunder, or any portion of the Rent, such failure to pay shall constitute an event of default under the terms of this Lease and shall entitle the Lessor to the same rights and remedies available in the event of non-payment of Rent.

Lessee shall have the right to construct, on the property, improvements (all of which shall be considered to be the property of Lessee during the terms of this Lease) and to make all alterations or additions thereto and to remove, remodel, demolish, and rebuild the same, provided that Lessor approves the same in advance in writing which approval shall not unreasonably be withheld. All remodeling will be in accordance with applicable laws. The cost of all remodeling shall be paid by Lessee. Lessee shall, at all times, keep the Premises in good repair and shall also keep the same in a clean, sanitary and safe condition and in compliance with all building codes and regulations and all health and police regulations in force, and Lessee shall not store any material outside the building.

10. Mechanic's Lien. The Lessee hereby covenants and agrees that Lessee shall pay for all labor performed, and materials used by or furnished to the Lessee or claimed to be furnished to the Lessee or any contractor employed by the Lessee and shall hold the Lessor and the leased Premises harmless and free from any lien or claim therefor. In the event any Mechanic's or Materialman's Lien shall be placed on the Lessor's interest, the Lessee shall take all steps necessary to see that it is removed within thirty (30) days of its being filed; however, Lessee may contest such lien provided that Lessee first posts a surety bond in favor of and insuring the Lessor, in an amount sufficient to remove the lien pursuant to the terms of the Nebraska Lien Laws.

11. Requirements of Law. Lessee shall, at its own expense, promptly observe and comply with all present and future laws, ordinances, requirements, orders, directions, rules and regulations of all governmental authorities having or claiming jurisdiction, directly or indirectly, over the Premises, including, but not limited to the federal occupation safety and health act, the Americans with Disability Act, or similar federal, state and local requirements pertaining to the Lessee's use of the Premises, whether the same are in force at the commencement of this Lease or may in the future be passed, enacted or directed. Lessee shall also at its own expense procure each and every permit, license, certificate or other authorization required in connection with the lawful and proper use of the Premises, building or pertinence or any part thereof, as now or hereafter constituted.

12. Lessor's Reserved Rights. Lessor may enter upon the Premises after 24 hours notice to Lessee and, provided such entrance shall not disrupt the business of Lessee, exercise the following rights without further notice and without liability to Lessee for damage or injury to property, person or business and without affecting an eviction or disturbance of Lessee's use or possession or giving rise to any claim for set-off or abatement of rent except as more specifically provided herein:

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

I. To approve, prior to installation thereof, all signs on the Shopping Center. Lessee at its sole risk, cost and expense, shall have the right to erect and maintain ordinary and customary signs relating to the use of the leased Premises, provided prior written approval is obtained from Lessor. Any signs chosen by Lessee shall be subject to Lessee's compliance with and obtaining and paying for all necessary governmental permits and approvals.

13. Covenant to Hold Harmless. Except in the case of the negligence of the Lessor, its agents, or its employees, the Lessee agrees to save, hold harmless and defend Lessor against any liability for damages to any person or property in or about the Premises. The Lessor shall not be liable to the Lessee, its agent, employees, representatives, customers, or invitees for any personal injury, death or damage to property caused by theft, burglary, water, gas, electricity, fire, paint fumes or for any other cause occurring on or about the Premises. All property kept, stored, or maintained on the Premises shall be so kept, stored, or maintained at the sole risk of the Lessee. Lessee agrees that it will defend and keep Lessor harmless and indemnified at all times against any loss, damage, cost or expense including, but not limited to, reasonable attorneys' fees, arising or imposed by reason of the failure of Lessee to comply with the covenants herein.

14. Waiver of Subrogation. The Lessor and the Lessee hereby mutually waive as against any other, any claim or cause of action for any loss, cost, damage, or expense as a result of the occurrence of perils covered by the hazard insurance policy, except to the extent prohibited by Lessor's or Lessee's policy of insurance.

15. Fire or Destruction of Premises. Damages Thereof. If fire or other casualty shall render the Premises untenable, this Lease shall terminate forthwith, and any prepayment of rent shall be refunded by the Lessor pro rata; provided, however, that if the Premises can be repaired within One Hundred Twenty (120) days from the date of such event, then at Lessor's option, by notice in writing to the Lessee, mailed within Thirty (30) days after such damage, this Lease shall remain in full effect, but the rent for the period during which the Premises are untenable shall be abated pro rata.

16. Condemnation. If the whole of the Premises shall be taken by any public authority under the power of eminent domain, then the term of this Lease shall cease on the part so taken from the date of possession and the rent shall be paid to that date with a proportionate refund by Lessor of such rent as shall have been paid in advance. If any portion of the building is taken, then Lessee may terminate this Lease by written notice to Lessor not later than thirty (30) days after the taking, or Lessee may continue in possession of the remainder under the terms of this Lease. All damages awarded for such taking attributable to the land and building constituting the Premises shall be exclusive property of Lessor unless designated by the proper authority as compensation for damages suffered by Lessee.

17. Holding Over. If Lessee remains in possession after the Lease Termination Date without the written consent of Lessor, Lessee shall be deemed to be a trespasser. If Lessee shall have paid, and Lessor shall have accepted, rent in respect to such holding over, Lessee shall be deemed to be occupying the Premises only as a Lessee from month-to-month subject to all the covenants, agreements or obligations of this Lease except for the rental charged, which during the hold over period shall be at a rate which is one and one-half times the last rental rate.

18. Surrender. On the Termination Date or on the sooner termination thereof, the Lessee shall peacefully surrender the Premises in good condition and repair, broom clean, in the same condition as on the Commencement Date, consistent with the Lessee's duties to make repairs as provided within the Lease. On or before the Termination Date of the Initial or Renewal Term of this Lease, or the sooner termination thereof, the Lessee shall, at its expense, remove all of its equipment from the Premises, and any property not removed shall be deemed abandoned. All alterations, additions, and fixtures other than the Lessee's equipment, which have been made or installed by either the Lessor or the Lessee on the Premises shall remain as Lessor's property and shall be surrendered with the Premises as a part thereof except as otherwise agreed to by the Lessor and Lessee. In the event that any special wiring for computers, paging systems, music stereo or amplification equipment, and telephonic equipment has been installed in the Premises or in the Shopping Center, whether by Lessee or Lessor, all such wiring shall be left in place without severance, and such wiring shall become the sole property of the Lessor and shall be surrendered with the Premises as a part thereof. In the event such wiring is removed or disturbed so that it cannot be used, Lessee shall be responsible for all costs incurred to repair or replace such wiring. If the Premises are not surrendered on the Termination Date of the Initial or Renewal Term or on the sooner termination thereof, the Lessee shall indemnify the Lessor against any loss or liability resulting from delays by the Lessee in so surrendering the Premises, including without limitation, claims made by any succeeding Lessee founded on such delay. The Lessee shall promptly surrender all keys for the Premises to the Lessor at the place then fixed for payment of rent and shall inform the Lessor of all lock and safe combinations. The provisions of this paragraph shall survive the termination of this Lease.

19. Environmental Laws.

A. As used herein, the term "Hazardous Material" means any "hazardous substances", "pollutants", "hazardous waste", or "toxic materials" as defined by the Comprehensive Environmental Resource Conservation and Recovery Act of 1989 ("CERCLA"), 42 U.S.C. 9601 et seq., as amended, Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. 6901 et seq., as amended, the Toxic Substance Control Act (or any regulations promulgated under the foregoing) or any other present or future federal state or local law, ordinance, rules or regulation, including without limitation extremely flammable substances, explosives, radioactive materials, oil, petroleum or petroleum products or hazardous substances, and any substance which is or becomes regulated by any federal, state or local governmental authority.

Neither Lessee nor Lessor will store, use or dispose of any hazardous, toxic, corrosive, explosive, reactive or radioactive matter in, or about the leased Premises or Property. At all times during the term of this Lease, Lessee shall comply with all environmental laws and permitting requirements impacting the Leased Premises. Lessee hereby agrees that it shall be fully liable for all costs and expenses related to its use, storage and disposal of Hazardous Material kept on the Premises by the Lessee, and the Lessee shall give immediate notice to the Lessor of any violation or potential violation of the provisions of this Section. Lessee shall defend, indemnify and hold harmless Lessor and its directors, officers, partners, agents or employees from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses (including, without limitation, attorney and consultant

fees, court costs and litigation expenses) of whatever kind or nature, known or unknown, contingent or otherwise, arising out of or in any way related to (i) the presence, disposal, release, or threatened release of any such Hazardous Material which is on, from, or affecting the soil, water, vegetation, buildings, personal property, persons, animals, or otherwise; (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Material; (iii) any lawsuit brought or threatened, settlement reached or government order relating to such Hazardous Material; and/or (iv) any violation of any laws applicable thereto. The provisions of this paragraph shall be in addition to any other obligations and liabilities Lessee may have to Lessor at law or equity and shall survive the transactions contemplated herein and shall survive the termination of this Lease.

20. Right to Inspect. Lessor or their employee's shall, upon 24 hours Notice, have the right to enter upon said Premises at all reasonable times during this Lease to view the same, to ascertain if Lessee is complying with the terms and conditions of this Lease. Lessor may show said Premises to prospective tenants at any time during normal business hours during the last Ninety (90) days of the Initial or Renewal Lease Term.

21. Prohibited Actions. Lessee shall not, without Lessor's prior written consent:

- A. Paint, display, inscribe or affix any sign, picture, advertisement, notice, lettering or direction on any part of the outside or inside of the Premises, or any part of the inside of the Premises which can be seen from outside the building that may be in poor taste, in the opinion of the Lessor, or if it is offensive to any other Lessee. All signs must be cut-out letters mounted flush to the façade, no can signs or raised raceways are permitted. If it is offensive or in poor taste, the Lessor reserves the right to order the sign, picture, advertisement, notice, lettering or direction to be changed or removed.
- B. Operate any music or sound system outside the Premises at Lessee's expense.
- C. Paint or alter the outside of the building.
- D. Hold sales or display merchandise outside of the Premises. The intent of this paragraph is to prohibit sidewalk sales, parking lot sales, tent sales and the like.
- E. Discharge, detonate, ignite, light, use or utilize pyrotechnic devices in any way in, on or around the Premises or permit others to do the same.
- F. Use or utilize mace, pepper spray or similar devices in any way in, on or around the Premises or permit others including private security personnel, but not including licensed law enforcement personnel, to do the same.
- G. Encumber by mortgage or other instrument Lessee's leasehold interest and estate in the Premises.
- H. Assign, hypothecate, sublet or transfer this Lease.
- I. Add a walk-in cooler to the rear exterior of the Premises. In no event will the Lessor give its consent to the addition of such a walk-in cooler if the square footage of the walk-in cooler counts as additional square footage for purposes of the Special permit under B2 zoning for the Shopping Center.

22. Waiver of Breach, not Waiver of Subsequent Breaches. Any waiver, expressed or implied, by the Lessor of any breach of this Lease by Lessee or any terms, conditions or promises herein, and payment by the Lessee and acceptance by the Lessor hereunder shall not be construed to be a waiver of any breach of the terms, conditions or promises herein, except as to the particular installment of rent so paid and accepted.

23. Enjoyment of Premises. The Lessor covenants that the Lessor has full authority to execute this Lease and that upon the Lessee faithfully performing the terms, covenants and conditions hereof, including the prompt payment of the rent reserved, the Lessee shall and may quietly and peacefully have, hold and enjoy the leased Premises during the term hereof.

24. Time is of the Essence. It is hereby agreed that time is of the essence of this Lease and all provisions herein relating thereto shall be strictly construed.

25. Binding on Heirs and Assigns. The terms hereof shall bind and benefit the heirs, executors, administrators, successors and assigns of the Lessor and Lessee.

26. Notification. All notices given hereunder shall be in writing, hand delivered and or mailed by United States mail, certified by sender. Said notices will be sent to Lessor as follows: B & J Partnership, Ltd. c/o Clay F. Smith, P. O. Box 81906, Lincoln, Nebraska 68501 or at such other address as Lessor may hereafter furnish by written notice to Lessee. Said notices will be sent to Lessee at the Premises or such other address as Lessee may hereafter furnish by written notice to Lessor.

27. Subordination. The Lessee agrees that at the Lessor's election, this Lease shall be subordinate to any land lease, mortgages, or trust deeds now on or placed on the Premises and to any and all advances to be made there under, and to the interest thereon, and all renewals, replacements, and extensions thereof, the Lessee hereby appoints Lessor as attorney-in-fact to execute such documents as may be required to accomplish such subordination.

28. Rules and Regulations/Tenant Sign Criteria. Lessee and Lessee's agents, employees and invitees shall fully comply with all Rules and Regulations of the Shopping Center ("Exhibit D") and the Tenant Sign Criteria ("Exhibit E"), which are made a part of the Lease as though set out herein. Lessor shall have the right, upon reasonable notice, to amend such Rules and Regulations and Tenant Sign Criteria as may be necessary or desirable for the safety, care, cleanliness and attractiveness of the Premises and the Shopping Center and for the preservation of good order therein.

29. Outside Event. No portion of the Common Area, except the sidewalk located immediately adjacent to the Premises, shall be used as a bar/restaurant; provided, however, that a seasonal use by Lessee as a bar/restaurant shall be permitted from a parking lot located at the Shopping Center. Such seasonal use shall be subject to the following restrictions: (i) one event per calendar year with such event to take only on St. Patrick's Day; (ii) all booths, stands, tents, displays and other structures erected in connection with such event shall be erected by the Lessee not more than one day prior to the event and promptly removed by the Lessee not more than one day following the event; (iii) the Common Area and the parking lot shall be promptly repaired and restored to its condition immediately prior to said event at the sole expense of the Lessee; and (iv) the event shall not interfere with the free movement of vehicular traffic within the Shopping Center or with access to or from the Shopping Center, or any part thereof, to or from any public right-of-way.

30. Modification of Lease. No modification of this Lease shall be effective unless it is in writing and is signed by the Lessee and Lessor or their authorized representatives. Lessor's authorized representatives shall consist solely of D. William Smith, A. Joyce Smith or Clay F. Smith. No other person shall be authorized to make any modification to this Lease or any of its terms on behalf of Lessor.

31. Miscellaneous.

A. The captions of this Lease are for convenience only and are not to be construed as part of this Lease and shall not be construed as defining or limiting in any way the scope or intent of the provisions hereof.

B. If any term or provision of this Lease shall to any extent be held invalid or unenforceable, the remaining terms and provisions hereof shall not be affected thereby, but each term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

C. This Lease shall be construed and enforced in accordance with the laws of the State of Nebraska.

D. All oral negotiations between the parties are merged herein. There are no oral covenants or agreements made by either party hereto except as expressly set forth in writing herein.

E. All payments to be made under this Lease shall be made without notice or demand, unless otherwise provided herein.

F. The submission of the proposed lease to Lessee for examination or consideration does not constitute an offer to lease the Premises, and the proposed lease shall become effective only upon execution, delivery and acceptance thereof by the Lessor and the Lessee.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed the day and year first above written.

MIP FIVE, Inc. d.b.a. Mickey's Irish Pub, Lessee

B & J Partnership, Ltd. Lessor

By: [Signature]
Its: President

By: [Signature]
General Partner Manager

STATE OF NEBRASKA)
COUNTY OF LANCASTER) Ss.

The foregoing instrument was acknowledged by me this 1st day of October, 2003 by Clay F. Smith, General Partner and A. Joyce Smith, Manager of B & J Partnership, Ltd. on behalf of said partnership STEVE McFARLAND, PRES CORPORATION.

WITNESS my hand and seal on the date above written.

(S E A L)

STATE OF NEBRASKA)
COUNTY OF LANCASTER) Ss.

[Signature]
Notary Public
PAMELA M. WOLF
Commission Number 187078
My Commission Expires 10-17-05

The foregoing instrument was acknowledged before me this 1st day of October, 2003 by Clay F. Smith, General Partner Dwain Smith, Manager of MIP FIVE, Inc. on behalf of said Corporation. partnership B & J Partnership Ltd

WITNESS my hand and seal on the date above written.

[Signature]
Notary Public

(S E A L) GENERAL NOTARY-State of Nebraska
VICTORIA L. JONES
My Comm. Exp. Jan. 13, 2005

EXHIBIT A

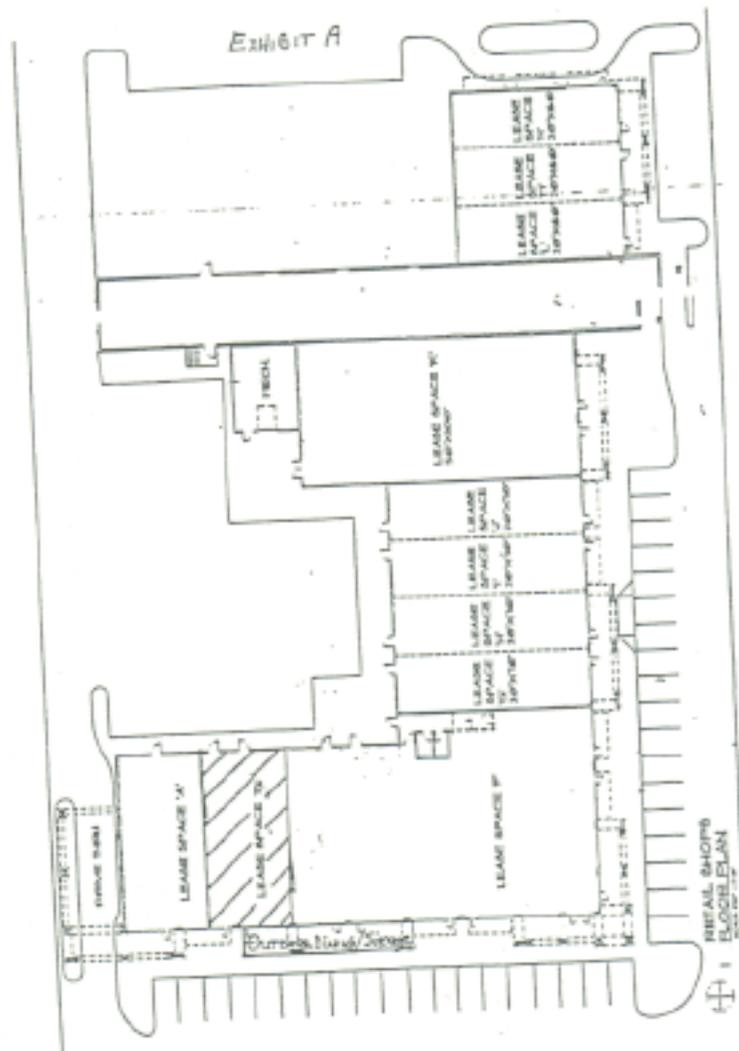
COPY

Shopping Center Legal Description: Parcel A: Irregular Tracts 143 and 144 located in the North Half of Section 33, Township 10 North, Range 6 East of the 6th P.M., Lincoln Lancaster County Nebraska, more particularly described as follows:

Beginning at the Northwest corner of Lot 142 of Irregular Tracts; thence in a Easterly direction on an assumed bearing of South 89 degrees 28 minutes 02 seconds East for a distance of 605.51 feet; thence South 00 degrees 02 minutes 59 seconds West for a distance of 638.19 feet; thence North 89 degrees 32 minutes 28 seconds West for a distance of 615.22 feet; thence North 01 degrees 31 minutes 22 seconds East for a distance of 384.07 feet; thence North 00 degrees 00 minutes 59 seconds East for a distance of 254.97 feet to the point of beginning.

Parcel B: A part of Lot 80 of Irregular Tract located in the North Half of Section 33, Township 10, North Range 6 East of the 6th P.M., Lincoln Lancaster County, Nebraska, more particularly described as follows:

Beginning at the Southwest Corner of Lot 80 Irregular Tracts; thence in a Northerly direction on an assumed bearing of North 00 degrees 00 minutes 00 seconds East for a distance of 587.97 feet to the point of beginning, said point being 18.33 feet South of the centerline of West Garfield Street; thence continuing on said bearing of North 00 degrees 00 minutes 00 seconds East for a distance of 75.72 feet; thence in an Easterly direction, along the North line of Lot 80 Irregular Tract, South 89 degrees 32 minutes 28 seconds East for a distance of 19.74 feet to the Southwest Corner of Lot 144, Irregular Tract; thence continuing along said line, South 89 degrees 32 minutes 28 seconds East for a distance of 615.22 feet; thence South 00 degrees 02 minutes 59 seconds West for a distance of 52.88 feet; thence North 90 degrees 32 minutes 28 seconds West for a distance of 330.15 feet to a point of curvature of a 140.50 foot radius curve to the left with a central angle of 21 degrees 28 minutes 37 seconds, a chord bearing of South 79 degrees 15 minutes 14 seconds West a chord length of 52.36 feet, for an arc distance of 52.67 feet to a point of curvature of a 140.50 foot radius curve to the right with a central angle of 20 degrees 32 minutes 18 seconds, a chord bearing of South 79 degrees 15 minutes 04 seconds West, a chord length of 50.09 feet, for an arch distance of 50.36 feet to a point of tangency of said curve; thence South 89 degrees 31 minutes 13 seconds West for a distance of 204.03 feet to the point of Beginning.



COPY

EXHIBIT B
AUTHORIZATION AGREEMENT FOR PRE-ARRANGED PAYMENTS

LESSOR: B & J Partnership, Ltd. Tax ID: 47-0724119
Attention: Clay F. Smith
Mailing Address: P.O. Box 81906, Lincoln, NE 68501
Phone: 323-3110 Fax: 323-3111
Street Address: 340 Victory Lane, Lincoln, NE 68528

Unless I (We) agree to make payments to Lessor by check, I (We) hereby authorize US Bank to initiate Debit or Credit entries, either electronic or per-authorized checks, to/from my (our) checking account as specified below. The initial authorization hereunder is as follows:

AMOUNT: \$ 2,741.70 (\$1,809.00 Rent, \$339.19 Shared Shopping Center Expenses, \$593.51 Loan Payment)
START DATE: 1st day of October, 2003 (subject to Section 2B, above)
PAYMENTS: Monthly on the 1st of the month until Notice

PAYMENTS TO : Account: # 149402128644
Bank Customer: "The N-Ten" (B&J Partnership, LTD)
340 Victory Lane
Lincoln, NE 68528
Bank: US Bank
US Bank Building
13th & "M" Street
Lincoln, NE 68508

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CONTROL COMMISSION

PAYMENTS FROM: Bank Customer: _____
Bank: _____
Account: _____
Transit / ABA#: _____

AUTHORIZED SIGNATURE: _____ Date: ___/___/___

RELEASE OF CREDIT REPORT

I, the undersigned potential Lessee, acknowledge that B & J Partnership, Ltd., owner of real estate and potential Lessor, has disclosed to me that it may obtain a Consumer and or Business Credit Report on me as part of its leasing process. The legitimate business end to which the credit report is sought, is to verify my ability to meet the monthly rental and CAM charges agreed upon. I acknowledge that B & J Partnership, Ltd. has made a full and complete disclosure of this to me pursuant to 16 CFR Part 601, Appendix C (as amended July 1, 1997 and thereafter). Therefore, I voluntarily and fully authorized B & J Partnership, Ltd. to obtain a Consumer and or Business Credit Report on me or my company as part of the leasing process.

My Corporate Federal ID Number is : _____
My Social Security Number is: _____
My date of Birth is : ___/___/___
My Current Address is: _____
My Current Phone Numbers are: Work: _____ Home: _____
Mobile: _____ FAX : _____

AUTHORIZED SIGNATURE: _____ Date: ___/___/___

COPY

EXHIBIT C
REPAIRS AND ALTERATIONS TO THE PREMISES

LESSOR'S RESPONSIBILITY:

Lessor will loan Lessee Fifty Thousand Dollars (\$50,000.00) to be exclusively used for interior improvements to the Premises. The Promissory Note and Amortization Schedule for said Loan is attached hereto as Exhibit F. Said Loan will be fully repaid by Lessee and amortized over the initial ten (10) year Lease Term at an interest rate of 7.5%. The loan payment of Five Hundred Ninety Three and 51/100 Dollars (\$593.51) per month will be added to and is in addition to the monthly rental and CAM payment. One half of the total loan commitment will be deposited by Lessor with Capitol Title Company, which will release the funds as per the escrow agreement when requests for payment are accompanied by a fully executed lien waiver.

LESSEE'S RESPONSIBILITY:

All other repairs and alterations
~~Lessee agrees to pay all amounts currently due to contractors and to Lessor as regards its operations at 1499 O Street,
Lincoln, Nebraska prior to taking possession of the Premises.~~

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CONTROL COMMISSION

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EXHIBIT D
RULES AND REGULATIONSCOPY NEBRASKA LIQUOR
CONTROL COMMISSION

These Rules and Regulations are attached to and made a part of the Lease. Failure to observe these Rules and Regulations shall be a default under the Lease.

1. Lessee shall not:

- A. Place anything on the outside of the Shopping Center, including roof setbacks, window ledges and other projections; or drop anything from the windows, stairways or parapets; or place trash or other matter in the halls, stairways, elevators or light wells of the Shopping Center.
- B. Cover or obstruct any window, skylight, door or transom that admits light, except for approved draperies.
- C. Interfere with the heating, ventilating or cooling apparatus.
- D. Keep animals or birds in the rooms.
- E. Use rooms as sleeping apartments.
- F. Obstruct the entrances, corridors, passages, stairways and elevators or use such space for any purpose other than ingress and egress to and from the Premises.
- G. Disturb, or permit the disturbance of other tenants, by the use of radios, televisions, musical instruments or by any unseemly noises or by any interference whatever.
- H. Use the Building name in any way in connection with his or her business except as the address thereof.
- I. Permit duplicate keys to be made, but such keys shall be provided by Lessor at Lessee's expense.
- J. Leave windows or doors unlocked before leaving the Shopping Center.
- K. Use any portion of the Common Area, except the sidewalk located immediately adjacent to the Premises, as a bar/restaurant; provided, however, that a seasonal use by Lessee as a bar/restaurant shall be permitted from the parking lot located immediately adjacent to the Premises. Such seasonal use shall be subject to the following restrictions: (i) one event per calendar year with such event to take only on St. Patrick's Day; (ii) all booths, stands, tents, displays and other structures erected in connection with such event shall be erected by the Lessee not more than one day prior to the event and promptly removed by the Lessee not more than one day following the event; (iii) the Common Area and the parking lot shall be promptly repaired and restored to its condition immediately prior to said event at the sole expense of the Lessee; and (iv) the event shall not interfere with the free movement of vehicular traffic within the Shopping Center or with access to or from the Shopping Center, or any part thereof, to or from any public right-of-way.

2. Without written permission of the Lessor, Lessee shall not:

- A. Place or change locks upon any doors in the Premises.
- B. Place nor permit to be placed any signs, advertisements or notices in or upon any part of the Shopping Center and shall place no merchandise or showcases in front of the building.
- C. Any person or persons employed by any tenant for the purpose of cleaning, or of taking care of any leased premises, with the written consent of Lessor shall be subject to the control and direction of the Lessor or its agent.
- D. Conduct any auction on said premises and shall not store goods, wares or merchandise on the leased Premises, except for Lessee's own personal use.
- E. Install and/or maintain ATM/s in the interior or on or around the exterior of the Premises.
- F. Erect any fence on the Premises or fasten any article, drill holes, drive nails or screws into the walls, floors, woodwork or partitions, nor shall the same be painted, papered or otherwise covered or in any way marked or broken without advance written consent of Lessor.
- G. Place or operate any engine, boiler, dynamo, or machinery of any kind, or place any explosive therein, or use any kerosene or oils or burning fuels.
- H. Use any electric heating or cooling devices.

3. Lessor reserves the right, at all times and from time to time, to:

- A. Rescind any one or more of these rules and regulations, or to make such other and further reasonable rules and regulations as in the Lessors' judgment may from time to time be necessary for the safety, care and cleanliness of the Premises, and for the preservation of order herein.
- B. Remove without notice, at the expense of the Lessee, all signs or showcases not approved or allowed by Lessor or this Lease, and Lessor shall not be responsible for damages, if any, caused by or to any of the signs or showcases.
- C. Designate the location for all telephone and telegraphic connections to be placed in the Premises, and direct electricians as to where and how wires are to be introduced.
- D. Possess a pass key to all leased Premises and shall be allowed admittance in the event of any emergency such as fire and to conduct building inspections.
- E. Exclude or eject from the Shopping Center all animals, vehicular traffic of every kind and all canvassers and other persons who conduct themselves in such a manner to be, in the judgment of the Lessor, an annoyance to tenants or a detriment to the Shopping Center.

F. Prohibit any advertising by Lessee, which, in the opinion of the Lessor impairs the reputation of the Shopping Center or its desirability as a building for offices and or retail.

G. Designate the time when and the method whereby freight, small office equipment, supplies, furniture, safes and other like articles may be brought into, moved or removed from the Shopping Center or rooms, and to designate the location for temporary disposition of such items.

H. Exclude the general public from the Shopping Center upon such days and at such hours as in Lessor's judgment, will be for the best interest of the Shopping Center and its tenants.

I. Specify the placement of safes, business machines, or mechanical equipment which may, through weight, vibration, noise, cold or heat be transmitted to the Shopping Center's structure or to other leased space in the Shopping Center; or, at its option, exclude any such equipment which may be necessary for the safety, care, and cleanliness of the Shopping Center or the Premises.

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CONTROL COMMISSION

EXHIBIT E
TENANT SIGN CRITERIA

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The purpose of these instructions is to outline the criteria, which has been established to control the design, fabrication, and installation of tenant signs in this shopping center. The reason for establishing certain basic guidelines which must be followed by sign companies serves two purposes: 1) it will protect you the tenant from purchasing a sign which does not meet good standards of material, workmanship, and appearance; 2) it will assure the tenants, the owners, and developers of an attractive shopping center community, unmarred by poorly designed, badly proportioned signage. Good sign design and balance is necessary to maintain an attractive and successful shopping center.

A. GENERAL REQUIREMENTS

1. Each tenant shall submit or cause to be submitted to the Landlord for written approval before fabrication at least (3) copies of detailed drawings indicating the locations, size, layout, design, and color of the proposed signs including all lettering and/or graphics. Elevation drawings to be 1/2" = 1'-0"
2. The Tenant or his representative shall obtain all permits for signs and their installation.
3. All signs shall be constructed and installed at Tenants expense.
4. All sign companies must be licensed under their name by the City of Lincoln and must have property liability insurance. Furthermore, Tenant shall be held liable and shall bear all cost for removal and/or correction of sign installation, and damage to building by signs that do not conform to sign criteria as set forth in this Exhibit E and for all costs of restoration of the building at the time any signage is removed.
5. Tenant shall be responsible for the fulfillment of all requirements of these criteria.

B. STIPULATIONS

1. No animated, flashing, or audible signs will be permitted.
2. No exposed lamps or tubing will be permitted.
3. All signs and their installation shall comply with all local building and electrical codes.
4. No exposed crossovers or conduit will be preempted.
5. All transformers shall be mounted behind sign parapet.
6. Electrical service to all signs shall be on the Tenants electric meter.
7. Painted lettering will not be permitted.
8. All attaching bolts shall be of non-corrosive metal.

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CONTROL COMMISSION

C. DESIGN REQUIREMENTS

1. All tenant storefront entrance and store identification designs shall be subject to the written approval of Landlord. Imaginative designs, which depart from traditional methods and placements, will be encouraged.
2. Wording of signs shall not include the product sold, except as part of Tenant trade name or insignia.
3. Tenants are encouraged to have signs designed as an integral part of the storefront design, with letter size and location appropriately scaled and proportioned to the overall storefront design. The design of all signs, including style and placement of lettering, size, color, materials, and method of illumination shall be subject to the approval of the Landlord. (NOTE: Innovative designs of high quality which do not strictly adhere to these criteria may be submitted for special consideration)

D. SIZE OF SIGNS:

1. Major tenants:
 - Maximum letter size: 36"
 - Minimum letter size: 14"
 - Maximum span of tenant's sign shall not exceed (75%) seventy five percent of the store frontage.
2. Minor tenants
 - Maximum letter size: 24"
 - Minimum letter size: 10"
 - Maximum span of the tenant's sign shall not exceed (75%) seventy-five percent of the store frontage.

E. TYPES OF SIGNS

1. All signs shall be individually internally-illuminated channel letter signs to be located only on the spaces on the surfaces specifically provided for on the building face to proper placement at Tenant's expense.
2. No box type signs will be permitted.

F. CONSTRUCTION REQUIREMENTS

1. All signs, bolts, fastenings, and clips shall be stainless steel, aluminum, brass or bronze. No black iron materials of any type will be permitted.
2. All signs must be centered on store frontage.
3. All letters shall be fabricated using full-welded construction or approved equal.
4. Location of all openings for conduit in sign panels of building walls shall be indicated by the sign contractor on drawings submitted to the Landlord.
5. All penetrations of the building structure required for sign installation shall be indicated by the sign contractor on drawings submitted to the Landlord.
6. No labels will be permitted on the exposed surface of signs except those required by local ordinance, which shall be applied in an inconspicuous location.
7. Sign contractor shall repair any damage to any work caused by his work.
8. Tenant shall be fully responsible for the operation of Tenant's sign contractor.

G. MISCELLANEOUS REQUIREMENTS:

1. Letter faces shall be a minimum of 3/16" thick, flat surface colored plexiglass. Painted plexiglass will not be permitted.
2. All letter retainer caps shall be 3/4" trim cap edge. Retaining screws shall be #7 x 3/4" trim cap edge. Retaining screws shall be painted a minimum of 2 coats of acrylic enamel.
3. Letter returns shall be painted a minimum of 2 coats of acrylic enamel.
4. At no time shall building structure or framing be cut or altered in any way without Landlord's prior written authorization.
5. All channel letters must have one 3/16" diameter drain hole at the bottom of every letter. All signs shall be fabricated and installed with U.L. label, if required by local authorities, in an inconspicuous location.
6. No conduit or electrical runs allowed over rooftop
7. All Tenant signage shall be connected to Tenant's parcel/Premise and time clock.

H. NON-CONFORMANCE

1. No field installation changes are permitted without first notifying Landlord in writing. If in the event any signs changed as to placement, location and size which differs from approved sign plan, Tenant will be responsible to properly repair, change, and/or relocate sign to proper placement at Tenant's expense.
2. Tenant shall correct any sign installed by Tenant, which is not in conformance to the approved drawings, within (15) days after written notice by Landlord. In the event Tenant's sign is not brought into conformance within said (15) days period, then Landlord shall have the option to correct said sign at Tenant's expense.

Except as provided herein, no advertising placards, banners, pennants, names, insignia, trademarks, or other descriptive material shall be affixed or maintained upon the glass panes and/or supports of the show windows and doors, or upon the exterior walls of the building or storefront.

I. THE FOLLOWING ARE PROHIBITED:

1. Temporary trailer signs
2. Animated moving or flashing signs
3. Iridescent painted signs
4. Exposed neon, florescent or incandescent illumination
5. Dayglo colors
6. Signs which make or create noise.

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NEBRASKA LIQUOR
CONTROL COMMISSION

EXHIBIT F

COPY

PROMISSORY NOTE

\$50,000.00

1, 2003

FOR VALUE RECEIVED, the sufficiency of such consideration each party acknowledges to the other, the undersigned promises to pay to the order of B & J Partnership, Ltd., a Nebraska Limited Partnership (the "Lender") at 340 Victory Lane, Lincoln, Nebraska 68528, or at such other place as the holder hereof may, from time to time, designate in writing, the principal sum of Fifty Thousand Dollars and No Cents (\$50,000.00), together with interest thereon at the rate of seven and one-half percent (7.5%) per annum, continuously compounded, such principal and interest thereon being payable in lawful money of the United States of America.

The principal sum and interest thereon shall be paid in monthly installments of Five Hundred Ninety Three Dollars and Fifty One Cents (\$593.51) commencing on 1, 2003, and continuing monthly on the same day of each month thereafter until 31, 2013, at which time the entire remaining balance of principal, together with all interest accrued thereon, shall be due and payable in full. All payments made pursuant to the terms hereof shall be applied first to the satisfaction of any accrued but unpaid interest and the remainder, if any, shall be applied to the reduction of principal.

The undersigned shall have the right to prepay all or any part of the balance due hereunder without penalty, provided, however, all sums paid hereunder shall be first applied to accrued interest.

If any sum due under this Note or under the Lease for the Premises located at 1550 South Coddington, Lincoln, Nebraska, is not paid when due and remains unpaid after the date specified in a notice of default to the undersigned, the entire principal amount outstanding and accrued interest thereon shall at once become due and payable at the option of the Lender. The date specified in the Notice of Default shall not be less than ten (10) days following the date such notice is received by the undersigned. The Lender may exercise this option to accelerate during any default by the undersigned regardless of prior forbearance. The undersigned hereby waives presentment and demand, notice of demand, protest and notice of protest and nonpayment thereof.

Any notice to the undersigned provided for in this Note or otherwise required by law shall be given by mailing such notice by certified mail, return receipt requested, addressed to the undersigned at _____, Lincoln, Nebraska, 685____, or to such other address as the undersigned may designate by notice to the Lender. Any notice to the Lender shall be given by mailing such notice by certified mail, return receipt requested, to the Lender at the address stated in the first paragraph of this Note, or at such other address as may have been designated by notice to the undersigned.

This Note shall be governed by the laws of the State of Nebraska and shall be deemed to have been made and executed in Lancaster County, Nebraska. The undersigned is the lawful acting authority of the Corporation. The undersigned consents to the jurisdiction of the District Court of Lancaster County, Nebraska to resolve any disputes with respect to this Note.

IN WITNESS WHEREOF, the undersigned has executed this Note to be effective as of the date and year first above written.

Borrower: MIP FIVE, Inc.

By _____
Its _____

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DEC 04 2003

NEBRASKA LIQUOR
CONTROL COMMISSION

LEASE GUARANTY



This Guaranty of Lease ("Guaranty") is made as of the _____ day of _____, 2003, by Steve McFadden and John Seltzer, ("Guarantors") in favor of B & J Partnership, Ltd. a Nebraska limited partnership ("Lessor").

1. To induce Lessor to enter into a lease agreement with MIP FIVE, Inc., a Nebraska corporation, ("Lessee") of even date herewith ("Lease") and requiring rent to be paid to Lessor, Guarantors here by unconditionally and irrevocably jointly and severally guaranty to Lessor and to its successors and assigns the payment of all sums due or to become due under the Lease including all extensions thereto and including month-to-month tenancy following termination of the Lease, less all payments actually made by Lessee and subject to a maximum liability limit of \$75,000.00 if Lessee's default occurs during the first 12 months of the Initial Term of the Lease, \$70,000.00 if Lessee's default occurs during the second 12 months of the Initial Term of the Lease, \$65,000.00 if Lessee's default occurs during the third 12 months of the Initial Term of the Lease, \$60,000.00 if Lessee's default occurs during the fourth 12 months of the Initial Term of the Lease, \$55,000.00 if Lessee's default occurs during the fifth 12 months of the Initial Term of the Lease, and \$50,000.00 thereafter.

2. Guarantors shall continue to be jointly and severally liable under this Guaranty notwithstanding any modification, agreement, or stipulation between Lessor and Lessee concerning the Lease or Lessor's failure to enforce any of the terms, covenants or conditions contained in the Lease.

3. Guarantors waive, to the extent permitted by law, all notices to Guarantors and Lessor including diligence and demand of performance, any statute of limitations defense and all defenses under Nebraska Law.

4. This Guaranty is solely for the benefit of the Lessor, its successors and assigns and is not intended to nor shall it be deemed to be for the benefit of any third party, including Lessee.

5. This Guaranty shall be binding on Guarantors, their heirs, successors and assigns and shall inure to the benefit of and shall be enforceable by Lessor, its successors and assigns. This Guaranty shall be governed by and construed in accordance with the laws of the state of Nebraska.

6. No failure or delay on the part of Lessor to exercise any power, right or privilege under this Guaranty shall impair any such power, right or privilege, or be construed to be a waiver of any default or an acquiescence therein, nor shall any single or partial exercise of such power, right or privilege preclude other or further exercise thereof.

7. THE UNDERSIGNED GUARANTORS ACKNOWLEDGE THAT GUARANTORS HAVE BEEN AFFORDED THE OPPORTUNITY TO READ THIS DOCUMENT CAREFULLY AND TO REVIEW IT WITH AN ATTORNEY OR GUARANTOR'S CHOICE BEFORE SIGNING IT. GUARANTORS ACKNOWLEDGE HAVING READ AND UNDERSTOOD THE MEANING AND EFFECT OF THIS DOCUMENT BEFORE SIGNING IT.

IN WITNESS WHEREOF, Guarantors have executed this Guaranty as of the year and day first above written.

Guarantors:

Steve McFadden

John Seltzer

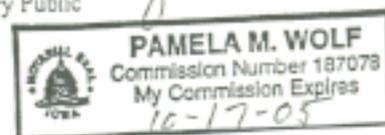
STATE OF NEBRASKA)
) Ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 2nd day of Oct, 2003 by Steve McFadden and by John Seltzer, to me known to be the identical person(s) who signed to the foregoing instrument and acknowledged the execution thereof to be his or her voluntary act and deed.

WITNESS my hand and seal on the date above written.

(SEAL)

Notary Public



35-4013

COPY RECEIVED

Application for Corporate Manager DEC 04 2003

Must Be A Nebraska Resident
Please submit in Triplicate

**NEBRASKA LIQUOR
CONTROL COMMISSION**

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

Phone: (402) 471-2571

Fax: (402) 471-2814

Web address: <http://www.nol.org/home/NLCC/>

Required areas marked by a red asterisk (*)

LIQUOR LICENSE INFORMATION

Name of Licensed Corporation

MIPFIVE, Inc.

Class & License number

Trade Name of Licensed Premise

Mickey's Irish Pub and Grill

Street Address of Licensed Premise

City

Lincoln

Zip Code

County

Lancaster

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

Signature of Corporate President/CEO:



APPLICANT INFORMATION (MUST BE 21 OR OVER)

Full Name (Last, First, Middle, Maiden)

Timothy Jordan Murphy

Sex *

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

Social Security

Date of Birth

Place of Birth

Omaha, Nebraska

Home Street Address

5403 Stockwell

City

Lincoln

County

Lancaster

State

NE

Zip Code

68506

Home Telephone Number

890-5984

Business Telephone Number

Drivers Lic

COPY

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

SPOUSE'S INFORMATION

Full Name (Last, First, Middle, Maiden)
n/a

Social Security Number

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Drivers License Number State

Date of Birth

NEBRASKA LIQUOR CONTROL COMMISSION

Place of Birth

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

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

Yes No

Speeding tickets in 1998 or 1999 and 2001 - in both instances took stop class; 2002 serving to minor while bartending at Mickey's Irish Pub; 1998 in Iowa was arrested at party where there was marijuana, charge dropped/case dismissed

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

Yes No

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

Yes No

* 4. Do you, as a manager, have all the qualifications required by any person entitled to hold a Nebraska Liquor License?
Nebraska Liquor Control Act (§53-131.01)

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Yes No

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

Yes No

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NEBRASKA LIQUOR CONTROL COMMISSION

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

		Year	
		From	To
Applicant: City & State			
Timothy Murphy:	Lincoln, NE	1993	pres.
Spouse: City & State			

		Year	
		From	To
Applicant: City & State			
Spouse: City & State			

		Year	
		From	To
Applicant: City & State			
Spouse: City & State			

COPY

	Year	
	From	To
Applicant: City & State	<input type="text"/>	<input type="text"/>
Spouse: City & State	<input type="text"/>	<input type="text"/>

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EMPLOYERS - LIST LAST TWO EMPLOYERS

DEC 04 2003

NEBRASKA LIQUOR
CONTROL COMMISSION

	Year	
	From	To
Name of Employer	<input type="text"/>	<input type="text"/>
Pacific Sunwear	2000	2003
Name of Supervisor	Telephone Number	
Erica Perry	402-420-5661	

	Year	
	From	To
Name of Employer	<input type="text"/>	<input type="text"/>
Charlie's Seafood	1999	2002
Mickey's Irish Pub	1999	2003
Name of Supervisor	Telephone Number	
Ben Hunt	out of business	

John Seltzer

PERSONAL OATH AND CONSENT OF INVESTIGATION - MUST BE
SIGNED BY APPLICANT & SPOUSE

STATE OF NEBRASKA)

) SS

COUNTY OF LANCASTER

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

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

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

COPY

incomplete and inaccurate.

Timothy Jordan Murphy
Signature of Applicant
Timothy Jordan Murphy

Subscribed in my presence and sworn to before
me this 17 day of November, 2003.

N/A
Signature of Spouse

Subscribed in my presence and sworn to before
me this ___ day of _____.

Jo Reese Purcell
Notary Signature & Seal

Notary Signature & Seal



Verify and Print

FORM 35-4013
REV. 8/01

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NEBRASKA LIQUOR
CONTROL COMMISSION

35-4183

CORPORATION RECEIVED

Corporation/LLC Application for License - Form 3

Nebraska Liquor Control Commission

DEC 04 2003

NEBRASKA LIQUOR
CONTROL COMMISSION**INSTRUCTIONS:**

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

Name of Corporation That Will Hold License. Attach copy of Articles of Incorporation

MIPFIVE, Inc. *

Total Number of Shares (if corporation)

2,000 *

Corporate Street Address

1550 Coddington, Ste. P *

Mailing address for receipt of Liquor Control Commission Mailings

Same *

Corporate Telephone Number

City

Lincoln *

County

Lancaster *

State

NE *

Zip Code

68522 *-

Name of Registered Agent

John M. Seltzer *

Name of Proposed Manager

Timothy Jordan Murphy *

IN THIS SECTION LIST THE NAME OF THE CHIEF EXECUTIVE OFFICER

Name

Steven L. McFadden *

Title

President *

Date of Birth

Social Security Number

Home Address (1)

1142 18th Street *

City

West Des Moines *

State

IA *

Zip Code

50265 *-

Home Telephone Number

515-222-1568 *

PRINCIPLE OFFICERS, DIRECTORS, STOCKHOLDERS, MEMBERS AND SPOUSESName of Officers, Directors, Members and Spouses.
Give Last Name, First Name, Middle, Maiden, and
any aliasesSocial Security
Number

Date of Birth

Title

Name

Steven L. McFadden

President

Spouse Name

n/a/

Partner Number of Shares / % 1,020

Spouse Number of Shares / %

Name of Officers, Directors, Members and Spouses.

NEBRASKA LIQUOR CONTROL COMMISSION

Give Last Name, First Name, Middle, Maiden, and any aliases

Social Security Number

Date of Birth

VP, Sec-Treas.

Name
John M. Seltzer

[] []

Spouse Name
n/a

[] [] []

Partner Number of Shares / % 980

Spouse Number of Shares / % []

Name of Officers, Directors, Members and Spouses. Give Last Name, First Name, Middle, Maiden, and any aliases

Social Security Number

Date of Birth

Title

Name
[]

[] [] []

Spouse Name
[]

[] [] []

Partner Number of Shares / % []

Spouse Number of Shares / % []

Name of Officers, Directors, Members and Spouses. Give Last Name, First Name, Middle, Maiden, and any aliases

Social Security Number

Date of Birth

Title

Name
[]

[] [] []

Spouse Name
[]

[] [] []

Partner Number of Shares / % []

Spouse Number of Shares / % []

Name of Officers, Directors, Members and Spouses. Give Last Name, First Name, Middle, Maiden, and any aliases

Social Security Number

Date of Birth

Title

Name
[]

[] [] []

Spouse Name
[]

[] [] []

Partner Number of Shares / % []

Spouse Number of Shares / % []

(If Necessary, Continue on Separate Sheet)