

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

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



MAYOR CHRIS BEUTLER

lincoln.ne.gov

January 29, 2008

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

Mayor Beutler and Members of the City Council:

An investigation has been made regarding the application of Iguanas, 1426 'O' Street requesting a class I liquor license.

This location has been purchased by GLB LLC.

John Berry, shareholder has requested that he be approved as the manager of the liquor license.

Background information on the applicant is as follows:

John Berry was born in Fort Scott, Kansas. He attended DeVry Institute graduating in 1988.

John Berry employment history is as follows:

| | | |
|----------------|---------------------------------|----------------|
| 1999 - Present | Owner, Berry Construction | Lincoln, NE. |
| 1999 - Present | Owner, Berry Technical Services | Lincoln, NE. |
| 1995 - 1999 | Analyst, Centurion | Lincoln, NE. |
| 1992 - 1995 | Sales, Payless Cashways | Grandview, MO. |
| 1990 - 1992 | Electrician, Schwartz | Pittsburg, KS. |

Stockholder information has been included for your review.

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

THOMAS K. CASADY, Chief of Police



A nationally accredited law enforcement agency



Stockholder information has been included for your review.

**APPLICATION FOR LIQUOR LICENSE
LIMITED LIABILITY COMPANY (LLC)
INSERT - FORM 3b**

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

Office Use

RECEIVED

JAN 10 2008

NEBRASKA LIQUOR
CONTROL COMMISSION

All LCC members, including spouses, are required to adhere to the following requirements

- 1) Must be a citizen of the United States
- 2) Must provide a copy of their certified birth certificate or INS papers
- 3) Must submit their fingerprints (2 cards per person)
- 4) Must sign the signature page of the Application for License form (even if spousal affidavit has been submitted)

Attach copy of Articles of Organization (Articles must show barcode receipt by Secretary of States office)

Name of Registered Agent: John Christian Berry

Name of Limited Liability Company that will hold license as listed on the Articles of Organization:

G2B, LLC.

LLC Address: 601 Calvert Street Suite M

City: Lincoln State: NE Zip Code: 68502

LLC Phone Number: 402-730-6619 Fax Number 402-328-0550

Name of Contact Member (Name and information of contact member must be listed on following page)

Last Name: ~~John C.~~ Berry First Name: John MI: C

Home Address: 2818 Cedar Avenue City: Lincoln

State: NE Zip Code: 68502 Home Phone Number: 402-730-6619

John C Berry
Signature of Contact Member

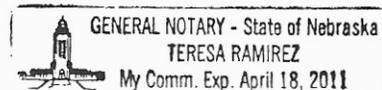
County of Lancaster

The foregoing instrument was acknowledged before me this 10th day of January, 2008 by

[Signature]

Notary Public signature

Affix Seal Here



Signature of Contact Member

List names of all members and their spouses (even if a spousal affidavit has been submitted)

✓ Last Name: Berry First Name: John MI: C

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Last Name: GREYER First Name: GREGORY MI: A

✓ Social Security Number: _____ Date of Birth: 77

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

Spouse Social Security Number: _____ Date of Birth: _____

Last Name: Greder First Name: Grant MI: L

✓ Social Security Number: _____ Date of Birth: 11

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

Spouse Social Security Number: _____ Date of Birth: _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

List names of all members and their spouses (even if a spousal affidavit has been submitted)

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

_____ First Name: _____

Is the applying Limited Liability Company controlled by another Corporation/Company?

YES

NO

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

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

Starting Date:

January 1

Ending Date:

December 31

Is this a Non Profit Corporation?

YES

NO

If yes, provide the Federal ID #.

**MANAGER APPLICATION
INSERT - FORM 3c**

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

Office Use

RECEIVED

JAN 10 2008

NEBRASKA LIQUOR
CONTROL COMMISSION

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

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

Corporation/LLC information

✓ Name of Corporation/LLC: G2B, LLC

Premise information

Premise License Number: _____

✓ Premise Trade Name/DBA: Iguanas Pub / Uoda Lounge

Premise Street Address: 1426 "D" Street

City: Lincoln

State: NE

Zip Code: 68

Premise Phone Number: 402-476-8850

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

✓
John C. Berry

CORPORATE OFFICER SIGNATURE

(Faxed signatures are acceptable)

Manager's information must be completed below PLEASE PRINT CLEARLY

Gender: MALE FEMALE

Last Name: Berry First Name: John MI: C

Home Address (include PO Box if applicable): 2818 Cedar Avenue

City: Lincoln State: NE Zip Code: 68502

Home Phone Number: 402-730-6619 Business Phone Number: 402-730-6619

Social Security Number: _____ Drivers License Number & State: _____

Date Of Birth: _____ Place Of Birth: Fort Scott, Kansas

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

YES NO

Spouse's information

Spouses Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Drivers License Number & State: _____

Date Of Birth: _____ Place Of Birth: _____

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

| APPLICANT | | SPOUSE | |
|--------------------|---------------------|--------------|--------------|
| CITY & STATE | YEAR FROM TO | CITY & STATE | YEAR FROM TO |
| <u>Lincoln, NE</u> | <u>1995 present</u> | | |
| | | | |
| | | | |

MANAGER'S LAST TWO EMPLOYERS

| YEAR FROM TO | NAME OF EMPLOYER | NAME OF SUPERVISOR | TELEPHONE NUMBER |
|--------------|------------------|--|----------------------|
| <u>1999</u> | <u>Arrest</u> | <u>Berry Technical Services, Inc</u> | <u>Self Employed</u> |
| <u>1995</u> | <u>1999</u> | <u>Centurion International/Coind Tech.</u> | <u>Tom Cochran</u> |

SPOUSE

Manager and spouse must review and answer the questions below

PLEASE PRINT CLEARLY

1. READ PARAGRAPH CAREFULLY AND ANSWER COMPLETELY AND ACCURATELY.

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

YES

NO

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

A few moving and non-moving traffic violations, none of which were alcohol related.

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

YES

NO

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

YES

NO

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

YES

NO

prints enclosed

PERSONAL OATH AND CONSENT OF INVESTIGATION

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

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

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

John C. Berry

Signature of Manager Applicant

Signature of Spouse

State of Nebraska

County of Lancaster

County of _____

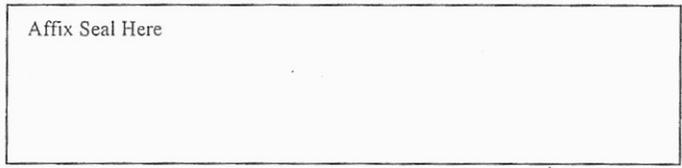
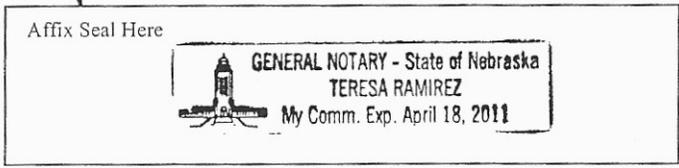
The foregoing instrument was acknowledged before me this 10th of Jan, 2008 by John C. Berry.

The foregoing instrument was acknowledged before me this _____ by _____

Teresa Ramirez

Notary Public signature

Notary Public signature



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



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

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

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

✓ John C. Berry
Signature of Applicant

Signature of Spouse

✓ [Signature]
Signature of Applicant

Signature of Spouse

✓ [Signature]
Signature of Applicant

Signature of Spouse

Signature of Applicant

Signature of Spouse

Signature of Applicant

Signature of Spouse

State of Nebraska
County of Lancaster

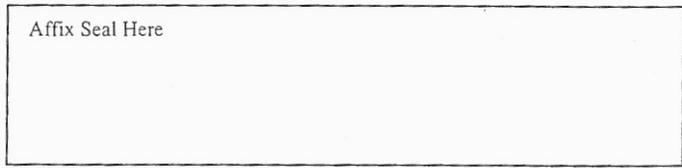
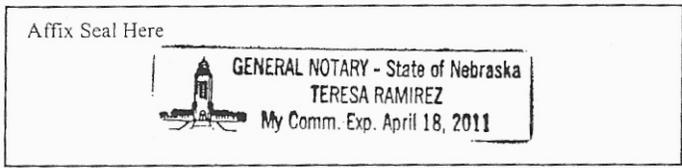
County of _____

The foregoing instrument was acknowledged before me this 10th day of Jan. 2008 by

The foregoing instrument was acknowledged before me this _____ by

✓ [Signature]
Notary Public signature

Notary Public signature



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

PREMISE INFORMATION

Trade Name (doing business as) Iguanas Pub / Voda Lounge

Street Address #1 1426 "O" Street

Street Address #2 _____

City Lincoln County Lancaster # _____ Zip Code 68508

Premise Telephone number 402-476-8850

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

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

Name Chris Berry

Street Address #1 601 Calvert Street

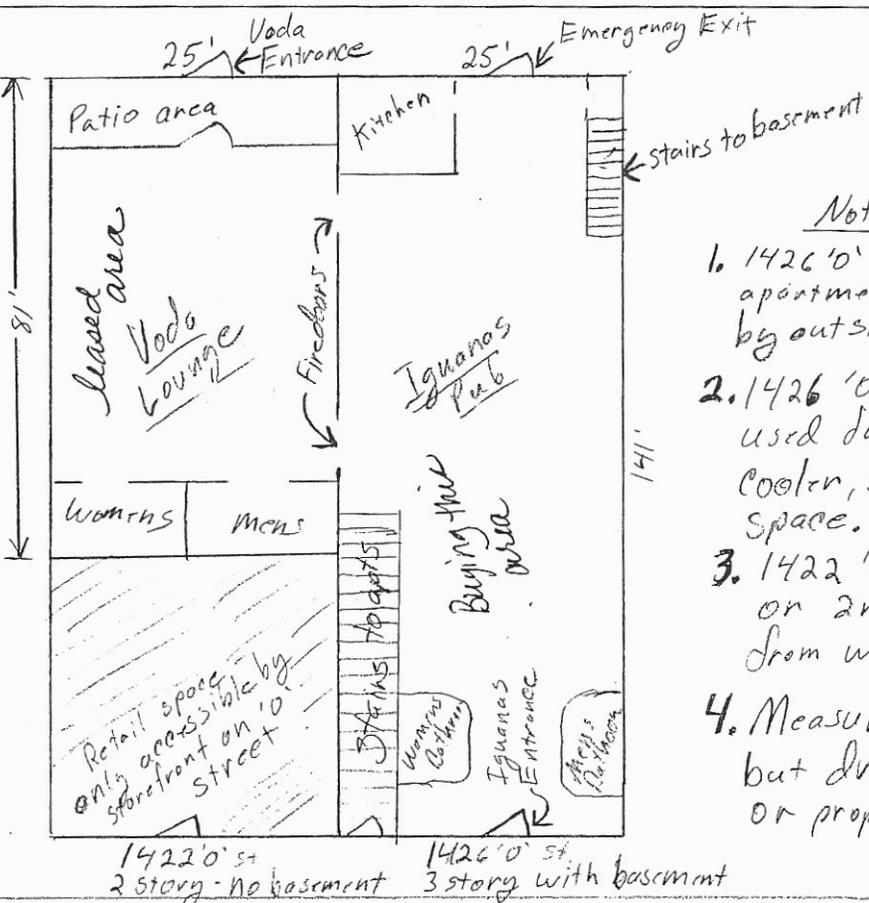
Street Address #2 Suite M

City Lincoln County Lancaster Zip Code 68502

DESCRIPTION AND DIAGRAM OF THE STRUCTURE TO BE LICENSED

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

↑
N
main floor
of 3-story
building
approx
50 x 141
including
basement
area



- Notes:
1. 1426 'O' has 2nd & 3rd floor apartments accessible only by outside entrance on 'O' st.
 2. 1426 'O' has a full basement used for liquor storage, beer cooler, storage and office space.
 3. 1422 'O' has no basement on 2nd floor accessible from within the Voda Lounge.
 4. Measurements are accurate, but drawing is not to scale or proportion.

1422 'O' st 2 story - no basement
1426 'O' st 3 story with basement

← "O" Street →

liquor storage and office

APPLICANT INFORMATION

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

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

YES NO

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

GREG GREDER - Traffic violations / litter - 1987(?) / none alcohol related / none pending
all in Nebraska

GRANT GREDER - Traffic violations, none alcohol related
John C. Berry - Traffic violations, none alcohol related

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

YES NO

If yes, give name of business and license number Expo, Inc I 20163

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

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

YES NO

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

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

need signature card & TAA - will be faxing

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

YES NO

If yes, list the lender Pinnacle Bank

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

YES NO

If yes, explain. All involved persons must be disclosed on application. All three shareholders *ok all listed on app*

G2B, LLC: John C. Berry, Gregory Greder, Grant Greder

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

YES NO

If yes, list such items and the owner. Arachnid dart machine, Jukebox and foosball table are owned by Valley Vending Services. see attached

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

YES NO

If yes, explain.

No silent partners

Arachnid dart machine, jukebox and foosball

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

YES NO

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

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

YES NO

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

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

Pinnacle bank. John C. Berry, Gregory Gredner, Grant Gredner

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

No previously held or applied for by any parties

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.

John C. Berry, 40-48 hours per week

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

Training Required. No significant previous training. As detailed in attached purchase agreement, current owners provide 10 days of intensive training to buyer commencing on closing date.

14. If the property for which this license is sought is owned, submit a copy of the deed, or proof of ownership. If leased, submit a copy of the lease covering the entire license year. Documents must show title or lease held in name of applicant as owner or lessee in the individual(s) or corporate name for which the application is being filed.

Lease: expiration date April 30, 2013
 Deed
 Purchase Agreement

15. When do you intend to open for business? February 4th 2008

16. What will be the main nature of business? Selling alcoholic and non-alcoholic beverages to patrons (Bar)

17. What are the anticipated hours of operation? 7pm to 1am, 7 days a week

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

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

| APPLICANT: CITY & STATE | YEAR | | SPOUSE: CITY & STATE | YEAR | |
|--------------------------------------|-------------|----------------|----------------------|------|----|
| | FROM | TO | | FROM | TO |
| <u>John C. Berry - Lincoln, NE</u> | <u>3/95</u> | <u>present</u> | | | |
| <u>Gregory Gredner - Lincoln, NE</u> | <u>2/92</u> | <u>present</u> | | | |
| <u>Grant Gredner - Lincoln, NE</u> | <u>2/92</u> | <u>present</u> | | | |

87

KANSAS STATE DEPARTMENT OF HEALTH
Division of Vital Statistics
MAR 6 1970
CERTIFICATE OF LIVE BIRTH

115- 70 002828
12828

(Do Not Write In This Box)

CHILD - NAME: **John Christian** SEX: **M** BIRTH - SINGLE, TWIN, TRIPLE, ETC.: **Single** INSIDE CITY LIMITS: **X** HOSPITAL - NAME: **Terco Hospital** COUNTY OF BIRTH: **Butte**

MOTHER - MARRIED NAME: **Portia Scott** RESIDENCE - STATE: **Kansas** COUNTY: **Butte** CITY/TOWN OR LOCATION: **Butte** AGE (at time of this birth): **20** STATE OF BIRTH (if not in U.S.A., name country): **Arkansas**

FATHER - NAME: **John Paul** RESIDENCE - STATE: **Kansas** COUNTY: **Butte** CITY/TOWN OR LOCATION: **Butte** AGE (at time of this birth): **22** STATE OF BIRTH (if not in U.S.A., name country): **Arkansas**

PARENTS' VERIFICATION: I hereby certify that the information in Items 1 thru 9 and 12 thru 17 is correct to the best of my knowledge.

MOTHER'S SIGNATURE: *Portia Scott* ADDRESS: **616 N. 5th Street, Fort Scott, Kansas 66700**

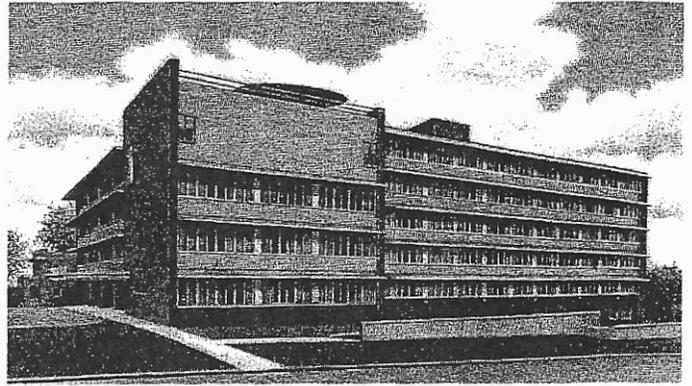
FATHER'S SIGNATURE: *John Paul* ADDRESS: **616 N. 5th Street, Fort Scott, Kansas 66700**

REGISTRAR SIGNATURE: *Henry Aldis, R.D.* ADDRESS: **209 S. Main, Ft. Scott, Kansas**

DATE RECEIVED BY LOCAL REGISTRAR: **3-4-70**

MERCY HOSPITAL

FORT SCOTT, KANSAS

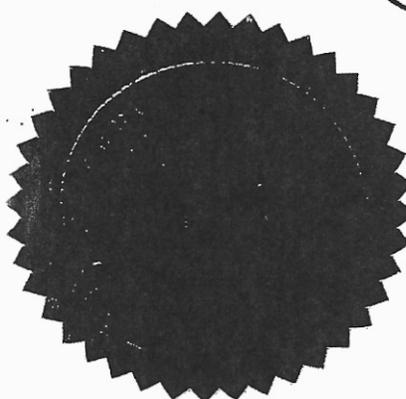


Record of Birth

This Certifies that John Christian Berry
was born to Edla Margaret (Gray) & John Paul Berry
in this Hospital at 7:41 o'clock, A.m. on Thursday
the _____ *day of* _____ 19____

In Witness Whereof the said Hospital has caused this Certificate to be signed by its duly authorized officer, and its Official Seal to be hereunto affixed

Harry [Signature] Sister M. Trinity, R.D.M. M.H.A.
ATTENDING PHYSICIAN ADMINISTRATOR



FAMILY HISTORY

Father's full name John Paul Barry

Birthplace Hot Springs, Arkansas Date _____

Mother's maiden name Miss Margaret Barry

Birthplace Forresterville, Arkansas Date _____

Residence at time child was born 616 W. 5th, Fort Scott, Kansas 66701

Sex of child Male Weight at birth 8 pounds 0 ounces. Length 21 inches

Baby's left footprint →

← Baby's right footprint



Mother's left thumbprint

Mother's right thumbprint

This Document should be carefully preserved. It is your family's heirloom record of the facts pertaining to your child's birth. The law requires that the original certificate (not this document) be filed with the Vital Statistics Office at Hot Springs, Kansas from which an official copy may be obtained.

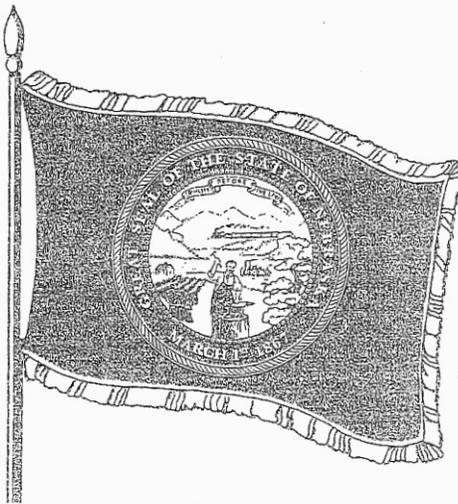
STATE OF

NEBRASKA
RECEIVED

JAN 10 2008

NEBRASKA LIQUOR
CONTROL COMMISSION

United States of America, }
State of Nebraska } ss.



Department of State
Lincoln, Nebraska

I, John A. Gale, Secretary of State of Nebraska do hereby certify;

the attached is a true and correct copy of the Articles of Organization
of

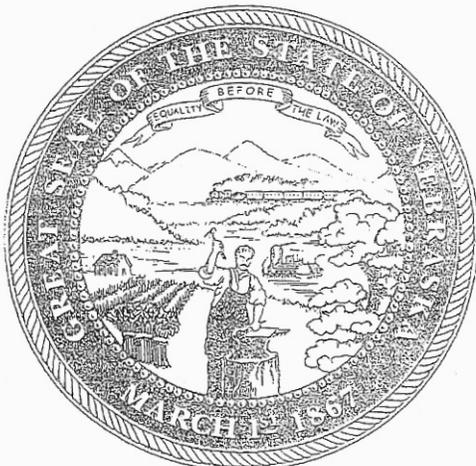
G2B, LLC

with its registered office located in LINCOLN, Nebraska, as filed in
this office on January 2, 2008.

In Testimony Whereof,

I have hereunto set my hand and
affixed the Great Seal of the State
of Nebraska on January 2, 2008.

John A. Gale
SECRETARY OF STATE



This certificate is not to be construed as an endorsement,
recommendation, or notice of approval of the entity's
financial condition or business activities and practices.

John A. Gale

ARTICLES OF ORGANIZATION

OF

G2B, LLC

ARTICLE I

Name

The name of this limited liability company is **G2B, LLC** (the "Company").

ARTICLE II

Duration

The period of duration of the Company is perpetual from the date these Articles of Organization are filed with the Secretary of State of the State of Nebraska.

ARTICLE III

Purpose and Powers

3.1 Purposes. The purpose for which the Company is organized are to engage in any and all lawful businesses for which a limited liability company may be organized under the laws of the State of Nebraska, including but not limited to real estate development.

3.2 Powers. The Company shall have and exercise all powers and rights conferred upon a limited liability company by the Nebraska Limited Liability Company Act (the "Act"), and any enlargement of such powers conferred by subsequent legislative acts.

ARTICLE IV

Principal Place of Business

The Company's principal place of business in Nebraska is: 601 Calvert, Suite M, Lincoln, NE 68502

ARTICLE V

Registered Office and Registered Agent

5.1 The initial registered office of the Company is: 601 Calvert, Suite M, Lincoln, NE

RECEIVED

JAN 10 2008

68502.

5.2 The name of the initial registered agent of the Company is John Christian Berry.

NEBRASKA LIQUOR CONTROL COMMISSION

ARTICLE VI

Stated Capital

The total amount of cash and a description and agreed value of all property, other than cash, initially contributed by the Members of the Company as a basis for capitalization of the company are described below:

| <u>Members</u> | <u>Property Contributed</u> | <u>Cash</u> |
|-----------------------|-----------------------------|-------------|
| John Christian Berry | | \$ 3,333.34 |
| Gregory Arthur Greder | | \$ 3,333.33 |
| Grant Leroy Greder | | \$ 3,333.33 |
| | Total | \$10,000.00 |

ARTICLE VII

Additional Capital Contributions

The total additional contribution to be made by all Members will be provided in the Operating Agreement of the Company.

ARTICLE VIII

Admission of Additional Members

Additional Members shall be admitted to the Company from time to time upon the affirmative vote of a majority in interest of the then existing Members. Any Member may in its sole discretion withhold consent to the admission of a new Member.

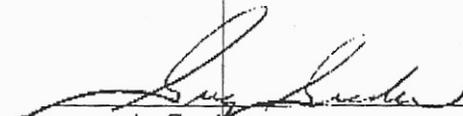
ARTICLE IX

Transfer or Assignment of Membership

Except for transfer by gifts or bequests as set out in the Articles of Organization, if a Member of the Company does not obtain the prior written consent of at least two thirds majority in interest of the Members of the Company to the transfer or assignment by contract or operation of law of all or

ASSIGNMENT OF INTEREST

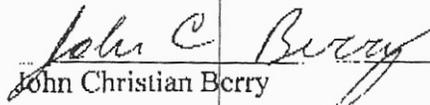
Pursuant to unanimous agreement of all the members of Greder, Berry, I.I.C (a business partnership unregistered with the Nebraska Secretary of State), said members being Gregory A. Greder, Grant L. Greder and John Christian Berry, all the right, title and interest that said Greder, Berry, LLC has in a certain purchase agreement dated December 28, 2007 for the purchase of the property commonly known as 1426 O Street, Lincoln, NE and a certain purchase agreement dated December 28, 2007 for the purchase of the business equipment and assets of Iguanas is hereby transferred and assigned to G2B, LLC (a business partnership/LLC registered with the Nebraska Secretary of State on January 2, 2008), on this 11th day of January, 2008.



Gregory A. Greder



Grant L. Greder



John Christian Berry

RECEIVED #2

Business Purchase and Sales Agreement JAN 10 2008

NEBRASKA LIQUOR
CONTROL COMMISSION

1. Parties: Expo, Inc. (Seller) agrees to sell and convey to Greder Berry, LLC (Buyer), and Buyer agrees to buy from Seller the assets of that certain business known as Iguanas located at 1426 "O" Street, Lincoln, Nebraska (the "Business").

2. Sale Price: Buyer shall pay to Seller the sum of (i) Eight Hundred Thousand Dollars (\$800,000) plus (ii) the "Inventory Price" which means an amount equal to Seller's cost of inventory of consumable products, including without limitation alcoholic and non-alcoholic beverages, food and supplies on hand at the Closing Date which is good and saleable in the ordinary course of business (the "Purchase Price"). Any inventory which is not purchased by Buyer shall remain the property of Seller.

3. Earnest Money: \$5,000.00 is herewith tendered as part of the Purchase Price and is to be deposited as earnest money with First Nebraska Title Company as Escrow Agent, upon the execution of the Agreement by both parties.

4. Assets Includes: This purchase and sale also includes all rights and title to the Business known as Iguanas and shall constitute Seller's rights to use the name Iguanas, the inventory of consumable products and supplies, and the furniture, fixtures, equipment leasehold improvements, and lease rights and contract rights (collectively the "Assets"). The Equipment List is attached as Exhibit A and made part of this Agreement.

5. Assets Excluded: This purchase and sale excludes all property that is not specifically set forth in Section 4 above, including, without limitation: (a) cash, accounts receivable, lease deposit, utility deposits, (b) personal property located in the apartments, (c) personal items located at the property, such as the office computer and the information thereon, (d) any property, fixtures and furnishing located in VODA (leased area at 1422 O Street) more particularly described on Exhibit B as "VODA inventory, and (e) the following items of property that are leased (Buyer assuming the lease thereto): juke box, video games, foosball table and dart boards (owned by VVS).

6. Inventory: The Inventory Price and cost of such items shall be determined by Buyer and Seller jointly prior to Closing Date and will be paid as part of the Purchase Price for the business. Inventory will be valued using original invoice costs.

7. No Warranties. Buyer acknowledges that Buyer has had an opportunity to inspect the Assets and Buyer is willing to accept the same in their "AS-IS" condition. SELLER MAKES NO WARRANTIES OR REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED, REGARDING THE ASSETS OR THE BUSINESS. SELLER SPECIFICALLY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES AND CONDITIONS WITH RESPECT THERETO, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND AS TO THE FINANCIAL RESULTS OR FUTURE FINANCIAL PROSPECTS OF THE BUSINESS.

8. Indemnification. From and after the Closing Date, Buyer shall indemnify, defend and hold harmless the Seller, its successors and assigns, from and against any and all losses, costs, and expenses, including reasonable attorney fees, occasioned by, arising out of or resulting from any misrepresentation, breach of warranty or covenant, or default or nonfulfillment of any agreement on the part of Buyer under this Agreement, or from any certificate, agreement, appendix, schedule or other instrument furnished or to be furnished to Seller pursuant to this Agreement or in connection with any

of the transactions contemplated hereby and the operation of the Business from and after the Closing Date.

9. Accounting Records: This Agreement is conditioned upon Buyer being satisfied as the Seller's financial representations made on the Business. Seller agrees to allow Buyer to inspect all accounting records of the Business in order to satisfy Buyer as to the validity of the Seller's financial representations. Buyer agrees to complete the inspection of the accounting records within seven (7) days of the date of the Agreement is executed by all parties. Buyer and Seller agree that if Buyer, after inspecting the accounting recorded of the business, is not satisfied with the Seller's financial representations made on the Business, Buyer may withdraw from this Agreement by giving written notice to Seller with ten (10) days after the date this Agreement is executed by all parties. Upon receipt of said written notice, Seller will refund the earnest money received herein and this Agreement shall be considered null and void. Buyer's failure to give said written notice will be accepted as Buyer's waiver of this condition.

10. Restricted Competition: Seller agrees to a covenant not to compete in the same, or similar business as an employee partner, owner, stockholder, or in any other manner, within a five mile radius of the present business location for a period of five years from the Closing Date, provided that neither Seller nor its shareholders, officers or directors shall be restricted from leasing such property to an unrelated third party for any use, including a use that includes the sale of alcoholic beverages, as its predominate use. And Excludes the property located at 1430-1434 'O' Str. which is currently a liquor establishment + most likely will remain as such.

11. Training: Seller agrees to remain with the Business after Closing Date for a maximum period of ten (10) business days at no compensation for the purpose of training and assisting Buyer and thereafter on a consulting basis for a period of ninety (90) days for telephonic consultation without being physically present.

12. Closing Date: The closing of the sale shall be on or before the 1st day of February, 2008, at First Nebraska Title Company (the "Closing Date").

13. Possession Date: The possession of the Business shall be delivered to Buyer, in its present condition, ordinary wear and tear excepted, at Closing.

14. Effective Date: The effective date of sale shall be at Closing.

15. Closing Documents: All documents necessary to close this sale shall be furnished by First Nebraska Title Company, and the fees shall be prorated between the Seller and Buyer. Seller and Buyer shall each be responsible for their own legal fees, if any, incurred on their behalf as a result of this transaction.

(a) Deliveries to Buyer. The obligations of Buyer hereunder are, at the option of Buyer, subject to the conditions that, on or before the Closing Date:

(i) Buyer shall have received from Seller fully executed transfer documents and a bill of sale in form satisfactory to Buyer and such other instruments of assignment and transfer as are satisfactory to Buyer and by which Seller shall have granted, bargained, sold, released, transferred and confirmed unto Buyer, good, marketable and absolute title, free and clear of any and all liens, charges, taxes or encumbrances, except as specifically set forth herein, of whatsoever nature or kind, to the Assets;

(ii) Assignment of the trade mark registrations of "Iguana's" and "Iggy Juice" with the Nebraska Secretary of State,

(iii) Buyer shall receive from Seller such other instruments and documents as may be required in order to fully effect the purposes of this Agreement and consummation thereof; and

(iv) All of the terms, covenants and conditions of this Agreement to be complied with and performed by Seller on or before the Closing Date shall have been complied with and performed.

(b) Deliveries to Seller. The obligations of Seller hereunder are subject to the condition that, on or before the Closing Date, Buyer shall pay the Purchase Price to Seller, subject to any adjustments set forth herein.

16. Conditions of Closing. The obligation of Seller and Buyer to consummate the transactions herein contemplated shall be subject to the satisfaction on or prior to the Closing Date of the following conditions, and failure of any condition shall render this Agreement null and void unless waived in writing by Seller or Buyer, as applicable:

GAB
2/27
GAB
2/27
(a) Lease of Premises. Buyer and Ohana, LLC (a Nebraska limited liability company owned by Helen Becky Smith and Jody Luth) enter into a Lease Agreement for the current premises of the Business located in the rear of the adjacent building with a street address at 1422 'O' Street. Such premise contains approximately 1,700 square feet, and the lease shall include all equipment, fixtures and furnishing such premises. The rent shall be \$1,800.00 per month for the first year, increasing by 3% annually through the initial term, and each option period, such increases to be effective each annual anniversary date. There shall be one option to extend for 5 years at \$2,086.69 per month for the first year of the extension period. Lease agreement shall be separate from purchase agreement and signed by both parties at closing. Lease will be triple net, and personally guaranteed by the principals of Buyer. Landlord will offer tenant a 'first right of offer' to purchase the property should landlord decide to sell the property. Seller shall, for a period of 5 years, agree not to lease other property on 'O' Street to a business who's 'predominate use' is liquor sales, with the exception of the property at 1430-1434 'O' which is currently a liquor establishment and most likely will remain as such. Upon termination of the lease, landlord and tenant agree to split the cost to repair demising wall (between Iguana's and Voda) to original status.

(b) Condition of Purchased Assets. All equipment, appliances, machinery and mechanical systems shall be in working condition at the Closing Date, provided that if any of the equipment, appliances, machinery or mechanical equipment is not in working condition at the time of inspection or Closing, Seller shall be responsible for the costs of repair or replacement of such equipment, appliances, machinery and/or mechanical systems with items of comparable value and condition as of the date of execution of this Agreement.

(c) Permits. The parties shall enter into an agency agreement in the form prescribed by the Nebraska Liquor Control Commission to permit Buyer to operate the Business under Seller's liquor license until a liquor license is issued to Buyer. Seller shall reasonably cooperate with Buyer in obtaining such licenses, to the extent necessary.

(d) Agreement of Purchase and Sale. Seller and Buyer shall consummate the real estate purchase and sale agreement for the real property described as 1426 O Street, Lincoln, Lancaster County, Nebraska, contemporaneous with the consummation of this transaction.

17. Warranty of Title. Seller warrants that the Business and Assets being sold and conveyed to Buyer will be transferred free and clear of any debts, liens, taxes (including payroll, sales

and excise taxes) and/or any other encumbrances, except those specifically disclosed herein, as of the Closing Date.

18. Inspection: Buyer has personally examined the Business and Assets and does not rely upon any statements or representations by the Broker. Seller shall have full risk of any loss, damage or destruction to the Business and the Assets from the date hereof until the Effective Date. In the event that any such damage, loss or destruction shall occur before the Closing, Seller shall pay any costs of restoring, rebuilding, repairing or replacing such property to a condition at least comparable to its previous condition; provided, however, that in the event that such loss, damage or destruction to the Business or Assets is material, either party shall have the option to rescind this Agreement. Buyer shall have all risk of damage, loss or destruction to the Business and Assets on and after the Closing Date. Seller shall maintain the Assets until the Closing Date. If Seller is unable to restore by the Closing Date, without fault, this Agreement shall terminate and the earnest money shall be refunded with no Broker's fee due or Buyer may elect to accept the Business and Assets in their "as-is" condition without further obligation of the Seller.

19. Default: If Buyer fails to comply herewith, Seller may, at Seller's option, either enforce specific performance or terminate this Agreement and receive the earnest money as liquidated damages, one half of which (but not exceeding the agreed Broker's Fee) shall be paid by Seller to Broker in full payment for Broker's services. If Seller is unable without fault to deliver the proper lease documents, or is unable without fault to secure the approval of any creditor to any debt assumption called for herein, Buyer may terminate this Agreement and receive the earnest money as the sole remedy and no Broker's fee shall be earned. If Seller fails to comply herewith for any other reason, Buyer may (i) terminate this Agreement and receive the earnest money, thereby releasing Seller from this Agreement, (ii) enforce specific performance hereof, or (iii) seek such other relief as may be provided by law. If completion of sale is prevent by Buyer's default and Seller elects to enforce specific performance, the Broker's Fee is payable only if and when Seller collects damages for such default by suit, compromise settlement or otherwise, and after first deducting the expenses of collection, and then only in an amount equal to one-half of the portion collected, but not exceeding the amount of Broker's Fee.

20. Attorney's Fees: Any signatory to this Agreement who is the prevailing party in any legal proceeding against any other signatory brought under or with relation to this Agreement or transaction shall be additionally entitled to recover court costs and reasonable attorney fees from the non-prevailing party. Escrow Agent, as interpleader, shall not be liable for court costs or attorney's fees and shall be entitled to recover any said cost from either party.

21. Escrow: Earnest money is deposited with First Nebraska Title Company as Escrow Agent, with the understanding that Escrow Agent (i) does not assume or have any liability for performance or nonperformance of any party, (ii) has the right to require the receipt, release and authorization in writing of all parties before paying the deposit to any party and (iii) is not liable for interest or other charge on the funds held. In any party unreasonably fails to agree in writing to an appropriate release of earnest money, the party shall be liable to the other parties to the extent provided in paragraph 21. At closing, earnest money shall be applied to any cash down payment required next to Buyer's closing costs and any excess refunded to Buyer. Before Buyer shall be entitled to refund of earnest money, any actual expenses incurred or paid on Buyer's behalf shall be deducted there from and paid to the creditors entitled thereto.

22. Broker's Fee: Provided that this transaction is consummate, Seller will compensate Concorde Management & Development, Inc. & Terry McCabe a fee of 3% of the Purchase Price at the time that such price is received by Seller.

23. Miscellaneous.

(a) Amendments. This Agreement may be amended or modified at any time and in all respects, or any provision may be waived by an instrument in writing executed by Buyer and Seller, or either of them in the case of a waiver.

(b) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Neither party shall assign its interests or obligations under this Agreement without the prior written consent of the other party.

(c) Entire Agreement. All negotiations between the parties are merged into this Agreement and the Exhibits to this Agreement and there are no representations, understandings or agreements other than those expressly set forth herein. This Agreement, together with the Exhibits attached hereto which are incorporated herein by this reference, constitute the entire agreement between the parties and no negotiations, warranties, covenants, promises or representations which are not contained in this Agreement shall have any force or effect. This Agreement supersedes any letter of intent or memorandum of understanding entered into between the parties or their predecessors.

(d) Additional Documents. Any party hereto shall deliver to the other party upon request any documents reasonably needed to effect the intent and purposes of this Agreement.

(e) Partial Execution, Offer, Time Open: After signature by one party, and until all parties have signed this document in the same for, it shall operate as an offer or counter offer only, remaining open for only five (5) days from the date of the latest signature and such offer or counter offer may be withdrawn prior to notice of acceptance by the other party.

24. Notice to Buyer-as Required by Law: This is intended to be a legally binding contract. Read it carefully, If you do not understand the effect of any part, consult your attorney.

EXECUTED effective this 27th day of Dec, 2007

BUYER
Greder Berry LLC

SELLER
EXPO, Inc.

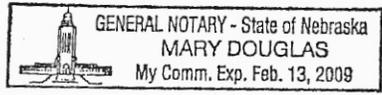
By: [Signature]

By: [Signature]

STATE OF Nebraska)
COUNTY OF Lancaster) ss.

On this day of December 28, 2007, before me the undersigned a Notary Public duly commissioned and qualified for said state personally came Jody Loth, to me known to be the identical person whose name is or names are subscribed to the foregoing instrument, and acknowledged the execution there of to be his, her or their voluntary act and deed.

Witness my hand and Notarial Seal on the day and year last above written.

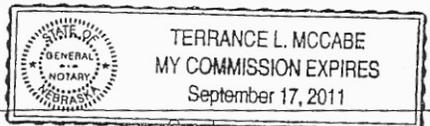


[Signature]
Notary Public

Seal
STATE OF Nebraska)
COUNTY OF Lancaster) ss.

On this day of December 27, 2007, before me the undersigned a Notary Public duly commissioned and qualified for said state personally came Greg Greder, to me known to be the identical person whose name is or names are subscribed to the foregoing instrument, and acknowledged the execution there of to be his, her or their voluntary act and deed.

Witness my hand and Notarial Seal on the day and year last above written.



[Signature]
Notary Public

| | | | | |
|------|-------------------------|-------------------|-------|---------|
| 1.2 | 99-Bananas | | 12.80 | 15.36 |
| 0.7 | Absenthe | | 18.3 | 12.81 |
| 2.8 | After Shock | | 20.42 | 57.18 |
| 4.8 | Amaretto | | 4.96 | 23.81 |
| 1.9 | Apricot Brandy | | 8.75 | 16.63 |
| 2 | Blackberry Brandy | | 8.75 | 17.50 |
| 23.3 | Blue Cauracao | | 10.55 | 245.82 |
| 8.3 | Butterscotch | 85.23 | 7.10 | 58.95 |
| 1 | Chambord (raspberry) | | 24.97 | 24.97 |
| 1.6 | Christian Bros. | | 9.05 | 14.48 |
| 1.3 | Cointreau | | 34.3 | 44.59 |
| 5.1 | Copa (Kahula su | 115 | 9.58 | 48.88 |
| 2.8 | Courvoisier750 | | 23.3 | 65.24 |
| 5.7 | Creme de Bana | 120.00 | 6.67 | 38.00 |
| 1 | Disaronno Amaretto | | 21.33 | 21.33 |
| 3.1 | Dk Creme de Cocoa-Bols | | 10.8 | 33.48 |
| 1.8 | Drambie | | 32.83 | 59.09 |
| 2.8 | Emmets (Bailys | 155.00 | 12.92 | 36.17 |
| 0.8 | Frangelico | | 18.01 | 14.41 |
| 2.6 | Galliano | | 25.14 | 65.36 |
| 2.2 | Godiva lit/dk | | 16.55 | 36.41 |
| 8.7 | Goldschlager | 241.01 | 20.08 | 174.73 |
| 4.3 | Gr Creme de Minthe-Bols | | 9.97 | 42.87 |
| 1.7 | Grand Marnier750 | | 29.55 | 50.24 |
| 3.2 | Hennessy | | 33.47 | 107.10 |
| 0.3 | Hot 100 (Phillips) | | 14.89 | 4.47 |
| 9.7 | Hot Sex | 101.00 | 8.42 | 81.64 |
| 11.2 | Jagermeister | 281.50 | 23.46 | 262.73 |
| 0.5 | J-Barenjager | | 17.05 | 8.53 |
| 0.9 | Baileys Cream-all | | 22.08 | 19.87 |
| 3.4 | Keke | 176 | 14.67 | 49.87 |
| 4.7 | Key Largo-Dek | | 9.25 | 43.48 |
| 4.3 | Lt Creme de Cocoa-Bols | | 9.97 | 42.87 |
| 4.8 | Lt Creme de Minthe | | 9.97 | 47.86 |
| 8.4 | Maui bl/red | | 9.30 | 78.12 |
| 4 | McGill-Vanilla | | 13.72 | 54.88 |
| 6.6 | Melon -Bols | 130.00 | 8.67 | 57.20 |
| 5 | Nera Sambuca | | 19.64 | 98.20 |
| 2.2 | ouzo (750) | | 14.22 | 31.28 |
| 26.5 | Peach Tree-Bols | 104.00 | 5.78 | 153.11 |
| 1.2 | Peppermint | | 7.92 | 9.50 |
| 2.5 | Pimms | | 15.5 | 38.75 |
| 2.7 | Puckers-Apple | | 9.66 | 26.08 |
| 8.5 | Puckers-Cherry | | 9.66 | 82.11 |
| 6.8 | Puckers-grape | +4.8 other pucker | 9.66 | 65.69 |
| 8.5 | Puckers-melon | | 9.66 | 82.11 |
| 1.9 | Puckers-Peach | | 9.66 | 18.35 |
| 2.3 | Puckers-Rasp | | 9.66 | 22.22 |
| 6.8 | Razzatazz | 110.00 | 9.17 | 62.33 |
| 2.8 | R-black Haus | | 20.89 | 58.49 |
| 116 | Red Bull | 32.00 | 1.33 | 154.67 |
| 4.5 | Rootbeer-Ler | | 7.67 | 34.52 |
| 7.9 | Rumple Minze (| 236.00 | 19.67 | 155.37 |
| 6.1 | Slo Gin | 56.5 | 4.95 | 30.20 |
| 3 | Frambois | | 23 | 69.00 |
| 26.6 | Monin syrup-all | | 6 | 159.60 |
| | | | 0 | 0.00 |
| | | | sub t | 3457.92 |

| | | | | |
|------|---|--------|----------|---------|
| 2.6 | Strawberry-Dek | 110.00 | 9.67 | 25.14 |
| 3.1 | Tequila Rose | | 20.97 | 65.01 |
| 20.3 | Tri Sec-Ler | 99 | 6.6 | 133.98 |
| 3.1 | Tropical Pineabpple | | 9.25 | 28.68 |
| 2.4 | Tuaca | | 19.51 | 46.82 |
| 3 | Vermouth | | 8.05 | 24.15 |
| 2.9 | x-rated | | 27.66 | 80.21 |
| 0.1 | cr. cassis | | 11 | 1.10 |
| 2.4 | Pomegranant liq | | 9 | 21.60 |
| | CHAMPAGNE & WINE & WATER-- | | | |
| 5 | J.Roger | 36 | 3 | 15.00 |
| 23 | J.Roger-mini | 46 | 0.958333 | 22.04 |
| 0 | Dom | | 126 | 0.00 |
| 33 | Pommery-pop-bl | | 8.33 | 274.89 |
| 20 | Pommery-pop-pin | | 9.58 | 191.60 |
| 0 | Segura Vindas | | 14 | 0.00 |
| 1 | Vuerve Cliquot | | 38.14 | 38.14 |
| 17.5 | olive juice | | 6.61 | 115.68 |
| 0 | misc wine | | 15 | 0.00 |
| 28 | San Plegrino | | 0.75 | 21.00 |
| 11 | Voss | | 1.20 | 13.20 |
| 5 | Pepperwood-chard | | 9 | 45 |
| 1 | Hess Select-Chard | | 9.00 | 9.00 |
| 13 | Pepperwood-Cab | | 5.00 | 65.00 |
| 2 | Frontera (1.5l) | | 6.38 | 12.76 |
| 1 | Hope -Siraz | | 20 | 20.00 |
| 2 | Pepperwood-pinot | | 7 | 14.00 |
| 46 | Glen Ellen-all | | 1.33 | 61.18 |
| | MISC ITEMS | | | |
| 11.2 | Iggy Juice | | 21.00 | 235.20 |
| 3 | Frog Sperm | | 16.00 | 48.00 |
| 8 | Marg. Mix | | 16.00 | 128.00 |
| 1.4 | Roaring Lion | | 179.00 | 250.60 |
| 4 | Kami | | 14.00 | 56.00 |
| | | | sub t | 2178.34 |

Total Liquor inventory 17,035.76

Beer inventory 3,242.91

65.69

Assets

#2

Voda Inventory

Furniture:

- 15 - Black bar stools
- 15 - Amisco bar stools with back
- 4 - 48" Formica tables with welded brackets
- 4 - 48" bk/brown booths
- 1 - 6' leather couch
- 1 - 3' x 3' leather ataman
- 4 - custom formica cubes
- 12 - Round stools
- 2 - High back bench
- 4 - 24" round cocktail table
- 6 - 24" round exterior cocktail tables(patio)
- 24 - High barstools with backs (patio)

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Electronic & Sound Equipment:

- 2 - Bose Business Sound System+patio system
(bass/amp module with 4 satellite speakers)
- 1 - Peavey amp/mixer UM10
- 1-Ultragraph pro 15-Band equalizer
- 1- DVD Cyber home 300
- 1 - Sony DVD player
- 1 - Crown Amp CL1
- 1 - Tapco 6306 Mixer
- 9 - Traxon mood light squares
- 1 - Traxon mood light blender
- 2 - Traxon remote controls
- 1 - 36" Sharp LCD flat panel TV
- 2 - 20" Magnovox LCD flat panel TV
- 2 - 27" Sony flat screen TV & brackets
- 1- Veri phone credit card machine

Bar Equipment:

- 2 - Casico Cash register
- 1 - 65" True bottle cooler

Assets

#2

- 1 - 6" glass door cooler
- 1 - True single keg cooler
- 1 - ExpoBar Office Control Espresso Machine
- 1 - 5' S.S. 4-comp sink w/ 2 faucets
- 1 - electric glass washer
- floor mats 3x5 (3)
- 2 - ss ice bins with cold plates

Misc:

- 4 - George Nelson designed-
Moderina-cigar pendant
- 10 - Infusion jars
- 50 - menu covers with inserts
- 4 - Enerco gas heaters
- 1 - smoke stand
- 1 - fireplace screen
- back lite bottle racks
- 4 - S.S. speed rails
- misc bar supplies and tools
- Mister pipes and compressor
- Artwork (not including - smoking man by G. Meza)
- Shelves
- Air fresheners (bathrooms-2)
- 2 - auto-towel dispensers
- Garage cans
- Misc DVD -ambient

#2

Assets

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NEBRASKA LIQUOR
CONTROL COMMISSION

Iguana's Inventory

Furniture-front

- Smoke stand
 - Sidewalk sign
 - Neon light-frnt window
 - 5' custom 'Iguana's' rug
 - Rosenbaum martini artwork
 - 7' black rug
-

bathrooms-

- tampons machine
 - garbage cans 2
 - room deodorizers - 2
 - En-motion towel dispensers-2
 - Circ artwork
-

Janitorial-

- Mop buckets and ringer -2
 - mops -2
 - Vacuum
 - Floor dust mop - 2
 - 32" dust broom - 2
 - brooms - 2
 - toilet agger
 - misc clean tools
-

furniture-

- tall bar stools (tables)-48
 - tall maple 6' tables-wall mount -8
 - tall bar stools (bar) - 22
 - double booths -6
 - single booths - 6
 - booth formica table top - 9
 - legless table bracket - 8
 - chrome legged bar stools -10
 - Stationary bar stool-chrome base- 6
 - Lizard inlay tall table
 - 24" round top tables - 3
-

Sound and video equip---

- Bose business sound systems
- _bass, amp, 4 satellite speakers -2
- MX1550 mixer
- PG58 microphone w/ bracket
- Sony DVD player
- Zenith flat screen TV- 2 (acc)
- Sony flat screen TV -1 (acc)

Lizard inlay tall table

Sony LCD projector
-TV and bracket
50 disk CD changer
Sony receiver
7' video screen
Music CD - 500

Assets

#2

Other--

Triton ATM machine and supplies
ATM neon -west gate
Décor-Iguanas photos -8
Martini painting - 2
Gigantic lizard Skelton
Front signage/awning
Halogam wall sconces-8
Electro-paco lamps-2
Neons- 4
15' air brush lizard mural
-w/ custom frame
Antique pendant hall lights
Popcorn machine
Popcorn cupboard & supplies
Retro collectors 3" luminars-5

Pool / Darts---

V.V. coin op. pool tables - 2
Pool cue rack - 2
Pool cue - 20
Chrome pool lights -2
Darts - Pool supplies

Bar ----

Casio cash registers - 4
Crathco beverage machine - 1
Soda/juice guns/carbinator
Ice bins - 4
6' True bottle cooler - 2
5' true bottle cooler -1
Beverage Air sliding glass
-door upright bottle cooler
Peril under counter cooler
Eagle SS 4 comp sinks w/ 2 faucets
Submergible glass washer- electric
SS speed rails - 8
Bunn gourmet ice machine - 1
Garbage cans
Napkin holders - fruit trays -4
Bar tools-salt shakers, pour spouts,
Cocktail trays & caddys

fire extig. - 3

Assets

#2

Office---

Adding machine
Coin counting machine
HP printer
Fax machine
Scanner
Desk
Chairs-3
Gun safe
Safe
6' table
File cabinet
Book shelves
Paper cutter & shredder
misc. supplies
Video security system

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NEBRASKA LIQUOR
CONTROL COMMISSION

Decorations---

Christmas
New years eve
Mardi gras
Valentines
Pool tourney
St patty's day
Cinco de mayo
Halloween
Misc promotional items---

Iguanas Equipment owned by others:

- Arachnid Dart Machine
- Jukebox
- Foosball Table

All above items owned by Valley Vending Services.

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JAN 10 2008

NEBRASKA LIQUOR
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#6

1422 area is leased

RECEIVED

#14

LEASE

This Lease, made and entered into as of January 7, 2008, by and between OHANA, LLC, a Nebraska limited liability company ("Landlord"), and G2B, LLC, a Nebraska limited liability company (the "Tenant"). Contemporaneous with the execution of this Lease, Tenant and Landlord are executing an 'Agreement of Purchase and Sale of 1426 'O' Street', Landlord and Tenant (Seller and Purchaser) are also executing a 'Business Purchase and Sales Agreement' regarding the assets of Iguana's Bar which is operated at the Property, 1426 'O' Street.

JAN 10 2008

NEBRASKA LIQUOR CONTROL COMMISSION

PREAMBLE:

Landlord, in consideration of the rent to be paid and the covenants and agreements to be performed by Tenant, as hereinafter set forth, does hereby lease, demise and let unto Tenant and Tenant hereby leases and accepts from Landlord the "Premises"; as defined below, for the "Lease Term", as defined below, unless sooner terminated as herein provided. The Premises are leased by Landlord to Tenant upon and subject to the following terms, provisions, covenants, agreements and conditions.

1. PRINCIPAL LEASE PROVISIONS. Each reference in this Lease to any of the terms described in this Article 1 shall mean and refer to the following; however, the other Articles of this Lease contain numerous refinements and exceptions which qualify the provisions of this Article; all other terms are as defined in this Lease:

1.1 Landlord's Address:

Ohana, LLC
Attention: Becky Smith
6704 SE 17th Ave.
Portland, OR 97202
Phone no.: (402) 730-5549
Fax no.: (503) 235-5413

1.2 Tenant's Address:

G2B, LLC
Attn: Manager Chris Berry
601 Calvert Suite M Lincoln NE 68502
Phone: (402)730-6619

1.3 Premises: The term "Premises" as used herein shall refer to the approximately 1,700 square feet located at the northerly 1,700 square feet of the first floor, including outdoor patio area, of the building located at 1422 O Street, Lincoln, Nebraska 68508, which is part of the East 1/2 of Lot 9, Little and Alexander's Subdivision of Littles Subdivision of Lincoln, Lancaster County, Nebraska. The Premises shall also include the improvements, fixtures, or other facilities now or hereafter located in and serving the Premises. The equipment listed on the equipment list attached hereto and made part of this agreement is included with the lease.

1.3.1 Equipment Ownership: It is understood and agreed by the parties that all the equipment, furnishings and fixtures listed on the equipment list attached hereto shall become the sole property of the tenant upon expiration of the lease term.

1.3.2 Inventory: Liquor and beer inventory price and COGS shall be determined by landlord and tenant jointly prior to closing date of purchase and sale of Iguana's at 1426 "O" Street and will be an additional cost to the lease. Inventory will be valued using original invoice cost.

1.4 Initial Lease Term: The term and possession shall commence on February 4, 2008, date shall coincide with "the closing" of the 'Agreement of Purchase and Sale – 1426 'O' Street', and expire on April 30, 2013 (the "Termination Date"). A "lease year" shall be the twelve (12) month period commencing each February 1 during the term and extension period. The Initial Lease Term shall constitute this five-year four-month period.

1.4.1 Renewal Options: One option to renew for five (5) years, and a second option to renew for and additional five (5) years, on the same terms and conditions, but subject to the adjustment in the monthly rent as hereinafter described.

1.5 Monthly Rental: The Monthly Rent during the first lease year commencing February 4, 2008, date shall coincide with "the closing" of the 'Agreement of Purchase and Sale – 1426 'O' Street', shall be One Thousand Eight Hundred Dollars (\$1,800) (the "Monthly Rental"). Commencing February 1, 2009, and on each February 1 of the lease term, including extension periods, the Monthly Rent shall increase by Three Percent (3%) (e.g., the Monthly Rent during the second lease year shall be \$1,854, during the third lease year shall be \$1,909.62, etc.).

1.6 Security Deposit: Three Thousand Dollars (\$3,000).

1.7 Use of Premises: Lounge, provided that Tenant may have an on-sale liquor license (Class I).

1.8 Improvements: As-is.

1.9 Proportionate Share: Tenant's Proportionate Share shall be 45% of the Taxes, special assessments and insurance. During the first lease year, Tenant shall pay \$283.30 per month as its Proportionate Share of Taxes, special assessments and insurance.

1.10 Water and Gas Expense. During the first lease year, Tenant shall pay \$45 per month as Landlord's estimate of water, sewer and gas expenses which are not billed directly to Tenant, subject to adjustment as set forth in Section 5.3.

2. LEASED PREMISES. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises.

3. TERM AND POSSESSION.

3.1 Term. The term of this Lease shall commence as set forth in Section 1.4 and end on the Termination Date as set forth in Section 1.4, unless sooner terminated or renewed as provided in this Lease.

3.1.1 Option to Renew: Provided that the Tenant is not in default at the time, Tenant shall have the option to extend the term of this Lease for Two (2) additional renewal periods of five (5) years each. Tenant shall give written notice to Landlord of its intention to exercise this option no later than six (6) months prior to the Termination Date, in which event the Termination Date shall be extended to April 30, 2018 and April 30, 2023, respectively. Failure to timely deliver such notice shall render an unexercised option null and void.

3.2 Acceptance of Premises. By taking possession of the Premises, Tenant accepts the Premises in its then "as is" condition. Tenant acknowledges that it has had an opportunity to inspect the

Premises and determine the costs to renovate, alter and improve the Premises as may be necessary for its intended use. All improvements and alterations shall comply with all applicable laws, ordinances, building codes and regulations.

3.3 Quiet Enjoyment. Upon Tenant's paying the rent and other expenses provided in this Lease and observing and performing all of the terms, covenants and conditions to be observed and performed by Tenant hereunder, Tenant shall have possession and the quiet enjoyment of the Premises for the entire term hereof, subject to all of the provisions of this Lease.

3.4 Security Deposit. On delivery to Landlord of a duly executed copy of this Lease and Personal Guarantee, Tenant shall deposit with Landlord the amount set forth in Section 1.6 as security for the performance by Tenant of its obligations under this Lease. Landlord may apply all or any portion of such security deposit in payment of any obligation of Tenant under this Lease if not paid by Tenant when due. If Landlord so applies any portion of such security deposit, Tenant shall within ten (10) days after written demand from Landlord, restore such deposit to the full amount provided in this Lease. Landlord shall not be required to pay interest to Tenant on such security deposit or to keep such security deposit separate from its general accounts. Such deposit shall be returned to Tenant at the termination of the Lease if Tenant has discharged its obligations under this Lease in full.

3.5 Noise. Tenant shall not disturb occupants of the building or adjoining buildings by the use of any radios, record or compact disc players, tape recorders, musical instruments, the making of unseemly noises or any other unreasonable use, nor shall such noises be projected outside the Premises. It is acknowledged that there may be residential uses of the adjoining buildings. If Tenant violates this provision, Landlord shall give oral notice, and Tenant shall immediately correct such default and immediately reduce the volume of the noise. If such defaults continue, Landlord shall have the right to declare Tenant in default, or to install sound-proofing materials in the Premises, at Tenant's sole cost and expense, which shall constitute additional rent hereunder. Thereafter, if Landlord give oral notice more than three (3) times in any calendar week, regardless whether Tenant reduces the noise temporarily to a non-defaulting level, or otherwise breaches this provision on a repeated and regular basis, Landlord shall be entitled to pursue its default remedies, including eviction.

4. RENT.

4.1 Payment of Rent. Tenant shall pay the Monthly Rental, without any prior demand therefor and without any deduction or offset whatsoever, in lawful money of the United States of America, to Landlord on the first day of each calendar month for such month. The Monthly Rent for a partial month shall be prorated on a thirty (30) day month. Landlord will approve residential use on the second floor, provided that the plans are subject to Landlord's approval, and such space complies with all residential building codes applicable to such use.

4.2 Monthly Rental. The Monthly Rent shall be due and payable on the first day of each month of the lease term. The Monthly Rental for the term of this Lease shall be the Monthly Rental as provided in Section 1.6 hereof, adjusted annually as provided in Section 4.3.

4.3 Annual Adjustment of Rent. Commencing February 1, 2009, and each February 1 thereafter, the Monthly Rent shall be increased by Three Percent (3%), and as increased, the Monthly Rent shall continue through the following February.

4.4 Automatic Deposit. All Monthly Rental payments shall be made by automatic withdrawal from Tenant's bank account and deposited to account no. 104000058 8173204705 at Wells Fargo Nebraska Bank, Lincoln, Nebraska, or such other bank account as shall be designated by Landlord from time to time.

5. EXPENSES.

5.1 Payment of Taxes. Tenant shall pay to Landlord its Proportionate Share of the Taxes for the entire term of this Lease as provided in this Section 5.1. Tenant shall pay to Landlord on the commencement of the term of this Lease and on the first day of each month during the term of this Lease an amount equal to one-twelfth (1/12) of the Taxes for such year as estimated by Landlord. Following the end of each calendar year during the term of this Lease, Landlord shall deliver to Tenant a statement of the Taxes for such calendar year. If the Taxes for such year exceeds the amount paid by Tenant to Landlord with respect to Taxes for such year, Tenant shall pay such excess to Landlord within fifteen (15) days of delivery to Tenant of the statement of the Taxes for such year. If the amounts paid by Tenant to Landlord with respect to Taxes for such year exceed the Taxes for such year, such excess shall be credited against the amounts due from Tenant thereafter pursuant to this Section 5.1, or, if this Lease has terminated, such excess shall be credited against any amounts which Tenant owes Landlord pursuant to this Lease and, to the extent all amounts which Tenant owes Landlord pursuant to this Lease have been paid, Landlord shall promptly pay such excess to Tenant. Taxes for the first and last lease year shall be prorated from the date of execution or the Termination date as the case may be based on the actual number of days in such year that this Lease was in effect.

5.2 Definition of Taxes. The term "Taxes" as used in Section 5.1 shall mean all real and personal property taxes and assessments, license tax, rental tax, business improvement district and similar assessments, improvement bonds and other governmental levies imposed on or with respect to the real estate and improvements in which the Premises are located together with any taxes or assessments imposed in substitution of or as a supplement to any taxes or assessments previously included within the definition of property taxes and assessments but excluding any federal, state or local income, franchise, estate or inheritance tax.

5.3 Utility Expenses Payable by Tenant. Tenant shall be responsible for and pay the cost of all water, sewer, gas, electricity, telephone, waste removal, cable and other utilities and services supplied to the Premises, together with any taxes thereon. Landlord will install a check-meter for water and gas, and Tenant will pay an amount estimated by Landlord on a monthly basis, which amount will be reconciled periodically with the check-meters in the same manner as the Taxes in Section 5.1.

5.4 Net Lease. This Lease is intended to be a "net lease", such that the payments to Landlord shall be net of all expenses related to the Premises. All questions related to interpretations of this Lease and which party is responsible for payment of expenses shall be resolved such that Tenant shall pay the same.

6. MAINTENANCE; REPAIRS; AND ALTERATIONS.

6.1 Maintenance and Repair. Tenant shall be responsible for the maintenance and repair of the interior of the Premises in good order, condition and repair, and in a clean, sanitary and safe condition, including, without limitation, all utilities, sewer and water from the point of entry to the Premises, floors, walls and ceilings, doors and door frames, windows and window frames, and all maintenance, repair and/or replacement of the HVAC and all other mechanical systems. Tenant shall be responsible for all maintenance and repair of its personal property. Landlord shall also be responsible for the maintenance and repair of the exterior portion of the building, including without limitation, the roof, structure, exterior walls, foundation, and utilities, sewer and water to the point of entry to the Premises (unless damaged by Tenant, in which event Tenant shall be responsible to repair the same). Tenant will keep the Premises, at all times, in good order, condition and repair and shall also keep the Premises in a clean, sanitary and safe condition and in compliance with all existing or future laws, rules and regulations of the health officer, fire marshal, building inspector, or other proper officers of a governmental agency having jurisdiction at

the sole cost and expense of the Tenant. Tenant will, at its risk, cost and expense, during the term of this Lease or any renewal or extension thereof, make all interior replacements, repairs, or improvements to the Premises as the same may become necessary. Upon surrender of the Premises to Landlord, Tenant shall deliver the Premises to Landlord in as good order, condition and repair as they are on the commencement of the term of this Lease, approved alterations and ordinary wear and tear excepted. Tenant shall be Responsible for snow removal.

6.2 Alterations. Tenant shall not make or permit any alterations, additions or improvements to be made to the Premises which would exceed \$5,000 in cost without obtaining Landlord's prior written consent which shall not be unreasonably withheld. Landlord shall generally consent to alterations, additions or improvements which do not adversely affect the value of the Premises significantly and which do not affect the structure or operation of the building. Tenant covenants and agrees that all work done by Tenant shall be performed in full compliance with all laws, rules, orders, ordinances, directions, regulations and requirements of law or Landlord's insurance companies. Tenant shall pay all costs for such alterations, additions and improvements including any alterations, additions or improvements to the Premises required by any governmental agency during the term of this Lease. Tenant hereby indemnifies Landlord against liens, costs, damages, and expenses with respect to any such Tenant alteration, addition or improvement. All alterations, additions and improvements to the Premises by Landlord or Tenant (including the hood) shall become part of the realty and belong to Landlord and, at the end of the term hereof, shall remain on the Premises without compensation of any kind to Tenant, except that any trade fixtures which are installed and paid for by Tenant, shall remain the property of Tenant and may be removed by Tenant during the term of this Lease provided Tenant repairs any damage to the remaining improvements of the Premises caused by the removal of such fixtures.

6.3 Condition; Disclaimer of Warranties. Tenant accepts the Premises in its existing condition and state of repair, in "as is" condition. LANDLORD MAKES NO WARRANTIES OR REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED, REGARDING THE PREMISES. LANDLORD SPECIFICALLY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES AND CONDITIONS WITH RESPECT THERETO, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND WITH RESPECT TO THE OPERATIONAL PERFORMANCE AND USE OF ANY OF THE FOREGOING.

6.4 No Obligation of Landlord. Except as otherwise provided, herein, Landlord shall not be required to furnish any services or facilities or to make any repairs or alterations in or to the Premises and Tenant hereby assumes the full and sole responsibility for the condition, operation, repair, replacement, maintenance and management of the Premises.

6.5 Improvements. Any improvements now existing or hereafter constructed and installed on said Premises belong to and are the property of Landlord, other than trade fixtures purchased by Tenant.

6.6 Damage or Destruction. Subject to the provisions of Section 9 hereof, no destruction of or damage to the Premises, or any part thereof, or any building, improvement or structure thereon, however caused, shall permit Tenant to surrender this Lease or shall relieve Tenant from its liability to pay the full Monthly Rent and additional rent and other charges payable under this Lease or from any of its other obligations under this Lease, and Tenant waives any rights now or hereafter conferred upon it by statute or otherwise to quit or surrender this Lease or the Premises, or any part thereof, or to any suspension, diminution, abatement or reduction of rent on account of any such destruction or damage. Tenant shall be solely responsible for risk of loss with respect to all personal property, trade fixtures, furnishings, equipment and signs of Tenant which may be on or about the Premises or Property, and leasehold improvements installed by Tenant.

6.7 Liens. Tenant shall have no power to do any act or make any contract which may create

or be the foundation for any lien, mortgage or other encumbrance upon the reversion or other estate of Landlord, or of any interest of Landlord in the Premises; it being agreed that, should Tenant cause any alterations, rebuildings, replacements, changes, additions, improvements or repairs to be made, or labor performed or material furnished, neither Landlord nor the Premises shall under any circumstances be liable for the payment of any expense incurred or for the value of any work done or material furnished, but all such alterations, new buildings, replacements, changes, additions, improvements and repairs, and labor and material, including all costs and expenses related thereto, shall be made, furnished, performed and paid at Tenant's expense, and Tenant shall be solely and wholly responsible to contractors, laborers and materialmen furnishing and performing such labor and material.

6.8 Release of Liens. If, because of any act or omission contrary to the provisions of this Lease (or alleged act or omission) of Tenant, or of any contractors or subcontractors of Tenant, any mechanic's or other lien, charge or order for the payment of money shall be filed against the Premises, or any part thereof, or against Landlord, whether or not such lien, charge or order is valid or enforceable as such), Tenant shall, at its own cost and expense, cause the same to be canceled and discharged of record or bonded within thirty (30) days after the filing thereof, and Tenant shall indemnify and save harmless Landlord against and from all costs, expenses, liabilities, losses, damages, suits, fines, penalties, claims and demands resulting therefrom. If Tenant shall fail to cause such lien to be discharged or bonded within the period aforesaid then, in addition to any other right or remedy, Landlord may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit or by bonding proceedings, and in any such event Landlord shall be entitled, if Landlord so elects, to compel the prosecution of any action for the foreclosure of such lien by the lienor with interest, costs and allowances. Any amount so paid by Landlord and all costs and expenses incurred by Landlord in connection therewith, together with interest thereon at the rate herein specified from the respective dates of Landlord's making of the payment or incurring of the cost and expense, shall constitute additional rent payable by Tenant under this Lease and shall be paid by Tenant to Landlord on demand.

7. USE AND OCCUPANCY BY TENANT.

7.1 Use by Tenant. Tenant shall use and occupy the Premises for a bar under the trade name of "Voda", and for no other purposes without the prior written consent of the Landlord, which consent shall not be unreasonably withheld. Landlord consents that Tenant may obtain an on-sale liquor license (Class I) for such use, but Tenant shall not obtain any other class of liquor license under any circumstances.

7.2 Signs. Tenant shall not paint, display, inscribe or affix any sign, picture, advertisement, notice lettering or directions on any part of the outside or inside of the building, or any part of the inside of the Premises which can be seen from outside the Premises, without Landlord's prior written approval. Tenant at its sole expense shall be permitted to place, construct and maintain appropriate signs advertising to the public its business and occupancy of the Premises. Any signs chosen by Tenant shall be subject to Tenant's compliance with and obtaining and paying for all necessary governmental permits and approvals for their installation. All signs presently at the Premises and temporary (less than one week) signs which otherwise comply with City ordinances and the signs criteria are hereby approved.

7.3 No Unlawful Purpose. Tenant shall not use or permit the Premises, or any part thereof, to be used for any unlawful purpose or in violation of any certificate of occupancy or certificate of compliance covering or affecting the use of the Premises or which may constitute a nuisance, public or private.

7.4 No Waste. Tenant shall not commit or suffer any waste, damage, disfigurement or injury of or to the Premises, or any part thereof.

7.5 Cleanliness. Tenant shall keep the Premises free and clear from dirt and refuse, and in a clean condition.

7.6 Government Regulations. Tenant will promptly comply with and carry out all orders, requirements, or conditions now or hereafter imposed upon Tenant by the ordinances, laws, and/or regulations of the governmental entities having jurisdiction over the Premises, or by any of their various departments, whether required of Landlord or otherwise, to be done or performed during the term of this Lease, insofar as they are occasioned by or required in the conduct of the business of Tenant.

7.7 Rules and Regulations. Tenant shall comply in all material respects with any Rules and Regulations adopted by Landlord as the same may be modified from time to time.

7.8 Pest Control: Tenant at its sole expense shall maintain an annual contract with an exterminator all pests (roaches, ants, mice, etc), and shall cause to be performed pest inspections at reasonable intervals or as requested by the Landlord.

8. INSURANCE AND INDEMNIFICATION.

8.1 Landlord's Insurance and Waiver. During the term of this Lease, Landlord shall obtain insurance for the building and rents from the building against such perils as Landlord reasonably considers appropriate, including, without limitation, fire and extended or all-risk property coverage insurance in an amount equal to the full replacement cost or full insurable value of the building and business interruption (herein referred to as the "Insurance"). Tenant acknowledges that it will not be a named insured in such policy and that it has no right to receive any proceeds from any such insurance policies carried by Landlord. Tenant shall comply with any reasonable requirements of all Landlord's insurance at any time in force with respect to the building. Tenant shall be responsible to pay its Proportionate Share of the cost of such Insurance.

8.2 Tenant's Insurance. Tenant shall obtain and keep in full force and effect, at its sole cost and expense, the following insurance with a responsible insurance company or companies admitted to do business in the State of Nebraska: (i) public liability insurance in an amount not less than \$2,000,000 per injury one person, \$2,000,000 per injury to more than one person, and \$500,000 property damage insurance, protecting Landlord and Tenant against claims and demands of any and all persons for personal injury, property damages or death caused by, or resulting from the existence of the Premises, or the use or occupancy thereof, (ii) fire and extended or all-risk property coverage insurance covering personal property of Tenant against fire and such other risks as are from time to time included in standard "extended coverage" endorsements or policies in an amount equal to the replacement cost thereof. (iii) business interruption insurance for a minimum period of six (6) months. The liability insurance required of Tenant may be provided under a blanket or excess limits policy covering the Premises and other property, provided that Tenant shall furnish a certificate of such policy to Landlord evidencing the minimum coverage referred to herein. Tenant's policy or policies shall name Landlord and Landlord's mortgage holder, if any, as additional insured and shall bear endorsements to the effect that the insurer agrees to notify Landlord not less than thirty (30) days in advance of any modifications or cancellation thereof.

8.3 Indemnification. Tenant hereby waives all claims against Landlord, its agents and employees for loss, theft or damage to equipment, furniture, records and other property on or about the Premises, for loss or damage to Tenant's business or for death or injury to persons on or about the Premises except to the extent caused by the willful misconduct or negligence of Landlord, its agents or employees. Tenant shall indemnify and hold harmless Landlord, its agents and employees from and against any and all claims and liability for the loss, theft or damage to property or for death or injury to persons on or about the Premises except Tenant's indemnification shall not include an indemnification for liability for the willful misconduct or negligence of Landlord, its agents or employees. Tenant shall indemnify and hold Landlord, its agents and employees harmless from and against any and all claims and liability arising from any breach or default by Tenant in the performance of any obligation of Tenant under this Lease or arising from the negligence or willful misconduct of Tenant, its agents, employees or visitors. Landlord shall not be liable to Tenant for any negligence or act of any owner or occupant of any property adjoining the building.

8.4 Waiver of Subrogation. Without limiting the obligation of Tenant to maintain insurance which permits waiver of subrogation (unless otherwise approved in writing by Landlord), Landlord and Tenant hereby waive all causes of action and rights of recovery against each other (together, the "Affected Parties"), and against the agents, officers and employees of the Affected Parties, for any loss occurring to the property of the Affected Parties resulting from any of the perils insured against under any and all casualty insurance policies in effect at the time of any such loss regardless of cause or origin of such loss, including the negligence of the Affected Parties or the agents, officers or employees of the Affected Parties, to the extent of any recovery on such policies of insurance, except to the extent that any of such policies of insurance are invalidated, in whole or part, by said waiver. Any self insurance by Tenant shall be deemed to include such waiver of subrogation against the Affected Parties.

9. DAMAGE OR DESTRUCTION.

9.1 Repair of Damage. If the Premises are damaged or destroyed by fire or other casualty covered by the usual form of fire and extended coverage, Landlord shall commence repair or restoration within sixty (60) days of such damage or destruction and shall diligently pursue such repair and restoration to completion unless this Lease is terminated as provided herein. Landlord shall pay the cost to repair any damage or destruction of the building or the Premises to the extent of insurance proceeds collectible as a result of the casualty. Tenant shall vacate such portion of the Premises as Landlord reasonably requires to enable Landlord to repair the building. If any item or items of personal property are damaged or destroyed by fire or other casualty, Tenant shall replace the same with a new item.

9.2 Abatement. If the Premises are damaged or destroyed by fire or other casualty not caused by the negligence or willful misconduct of Tenant, its agents, employees or visitors, the Monthly Rental and the payment by Tenant of its share of taxes shall abate until such damage or destruction is repaired in proportion to the reduction of the area of the first floor of the Premises usable by Tenant, provided, however, if any damage or destruction renders the Premises unsuitable for use for the purpose specified in Section 1.7, the Monthly Rental and the payment by Tenant of its Proportionate Share of Taxes and Insurance shall abate in full until such damage or destruction is repaired. Except as specifically provided in this Lease, this Lease shall not terminate, Tenant shall not be released from any of its obligations under this Lease, the Monthly Rental and other expenses payable by Tenant under this Lease shall not abate and Landlord shall have no liability to Tenant for any damage or destruction to the Premises or any inconvenience or injury to Tenant by reason of any maintenance, repairs, alterations, decoration, additions or improvements to the Premises.

9.3 Termination. If the building is damaged or destroyed, Landlord shall have the option to

casualty, tenant shall replace the same with a new item

terminate this Lease within sixty (60) days of such damage, if Landlord reasonably determines that the cost of repair to the building exceeds thirty percent (30%) of the value of the building and improvements exclusive of the land prior to such damage.

9.4 End of Term. Landlord shall not have any obligation to repair, reconstruct or restore the Premises during the last six (6) months of the term of this Lease or any extension thereof if Tenant has not exercised an option to extend the term, as a result of any damage to the Premises if the cost of such repair, reconstruction or restoration as reasonably estimated by the Landlord exceeds the then Monthly Rental. If Landlord elects not to repair the Premises pursuant to this Section 9.4, Tenant may elect to terminate this Lease within thirty (30) days of receipt of Landlord's notification of its election not to repair pursuant to this Section 9.4. Tenant may also elect to terminate if Landlord elects to repair the Premises, but in the opinion of Landlord such repairs cannot be completed within six (6) months of the date of the casualty. Landlord shall deliver in writing to Tenant notice of Landlord's opinion regarding the project time period for repairs within thirty (30) days of the casualty. If Tenant elects to terminate this Lease as provided in this Section, this Lease shall terminate as of the date of the casualty.

10. CONDEMNATION. The term of this Lease shall terminate as to the portion of the Premises taken or condemned by any authority under power of the eminent domain or transferred by Landlord by agreement with such authority under threat of condemnation, with or without any condemnation action being instituted, as of the date such authority requests possession of such portion of the Premises. The Monthly Rental shall be adjusted in the proportion that the square footage of the portion of the first floor of the Premises taken bears to the total square footage of the first floor of the Premises prior to such taking. Tenant shall not be entitled to any compensation, allowance, claim or offset of any kind against the Landlord as damages or otherwise, by reason of being deprived of the Premises or by the termination of this Lease, except that Tenant shall be entitled to such portion of any separate award for damages or any improvements to the Premises paid for by Tenant in an amount not to exceed the unamortized cost of such improvements with such costs amortized over the term of this Lease including an unexercised options.

11. ASSIGNMENT, SUBLETTING AND RECAPTURE

11.1 Consent Required. Tenant shall not assign, sublease or transfer by operation of law, by sale or transfer of more than 50 percent of its membership or equity interests (if a limited liability company), or otherwise (collectively "Transfer") this Lease or any interest herein without the prior written consent of Landlord, which consent shall not be unreasonably withheld; provided, however, that in the event of any such Transfer, the Monthly Rent shall increase by 50% for the remainder of the Initial Lease Term. Landlord may condition its consent to any Transfer on (a) the execution by such assignee, successor, or sublessee of a personal guarantee of this Lease by the equity owners of the assignee, (b) Tenant's payment in advance of the attorney fees incurred by Landlord in connection with a review of the proposed assignment or sublet and to prepare any related documentation (c) a written assumption by such assignee, successor, or sublessee of the obligations of Tenant under this Lease and (d) upon Landlord's determination that (i) the proposed assignee, successor, or subtenant is financially responsible as a tenant, and (ii) the proposed assignee, successor or subtenant will conduct a business on the Premises in compliance with all permits, laws, ordinances and regulations governing the building.

11.2 Prohibitions. Any Transfer of this Lease and any subleasings or occupation of the Premises which do not comply with the provisions of this Article shall be void and shall be a default under this Lease.

11.3 No Release. Landlord's consent to any Transfer of the Lease shall not release Tenant or its guarantors from any obligations hereunder or be deemed to be a consent to any subsequent assignment, subleasing or occupation unless Landlord agrees in writing. The collection or acceptance of rent or other

payment by Landlord from any person other than Tenant shall not be deemed the acceptance of any assignee or subtenant as the tenant hereunder or a release of Tenant from any obligation under this Lease.

12. DEFAULT AND REMEDIES.

12.1 Events of Default. The occurrence of any one or more of the following events shall constitute an Event of Default: (i) the failure by Tenant to make any payment of rent or any other payments required to be made by Tenant under this Lease when due if such failure continues for ten (10) days after written notice by Landlord to Tenant of such failure; (ii) the failure by Tenant to observe or perform any of the provisions of this Lease to be observed or performed by the Tenant if such failure continues for a period of twenty (20) days, or such other period if this Lease specifically provides a different period for a particular failure, after written notice by Landlord to Tenant of such failure, provided, however, that with respect to any failure which cannot reasonably be cured within twenty (20) days, an Event of Default shall not be considered to have occurred if Tenant commences to cure such failure within such twenty (20) day period and continues to proceed diligently with the cure of such failure; or (iii) Tenant transfers or agrees to transfer this Lease or possession of all or any portion of the Premises without Landlord's prior written consent.

12.2 Remedies. On the occurrence of an Event of Default, Landlord may at any time thereafter, with or without notice or demand and without limiting Landlord in the exercise of a right or remedy which Landlord may have by reason of such default or breach, exercise any rights or remedies Landlord may have at law or in equity, including but not limited to one or more of the following: (i) declare the Lease at an end and terminated; (ii) sue for the rent due and to become due under the Lease; (iii) for any damages sustained by Landlord, including reasonable attorney's fees incurred by Landlord related thereto; and/or (iv) continue the lease in effect and relet the Premises on such terms and conditions as Landlord may deem advisable, with Tenant remaining liable for the Monthly Rental plus the reasonable cost of returning Premises to their original condition, less the rentals received from such reletting, if any. No action by Landlord shall be construed as an election to terminate the Lease unless written notice of such intention be given to Tenant.

12.3 Late Charge. If Tenant fails to make any payment of rent, expenses or other amounts required of Tenant under this Lease within five (5) days of the date such amount is due as set forth in this Lease, then, in addition to any other amounts recoverable by Landlord hereunder, Tenant shall pay Landlord a late charge of the lesser of five percent (5%) of the unpaid amount or \$200. Such late charge shall be due notwithstanding the fact that no notice is given by Landlord to Tenant of such failure to pay.

12.4 Past Due Obligations. All amounts, including late charges, which Tenant is obligated to pay Landlord pursuant to this Lease or when due shall bear interest at the rate of fifteen percent (15%) per annum, from ten days after the due date until paid, unless otherwise specifically provided herein. The payment of such interest shall not excuse or cure any default by Tenant under this Lease. Tenant hereby grants Landlord a security interest against all its personal property located at the Premises to secure its obligations to pay Monthly Rent and additional rent.

12.5 Non-exclusive Remedies. The remedies of Landlord set forth in this Article 12 shall not be exclusive, but shall be cumulative and in addition to all rights and remedies now or hereafter provided or allowed by law or equity, including, but not limited to, the right of Landlord to seek and obtain an injunction and the right of Landlord to damages in addition to those specified herein. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future law if Tenant is evicted or dispossessed for any cause or if Landlord obtains possession of the Premises by reason of the breach by Tenant of any of its obligations under this Lease.

13. ADDITIONAL RIGHTS OF LANDLORD.

13.1 Entry by Landlord. Landlord and its agents and employees shall have the right to enter the Premises during normal business hours upon at least 24 hours prior written notice, to examine the same, to make such maintenance and repairs of the Premises as Landlord is obligated to make hereunder and to show the Premises at reasonable times to prospective tenants during the last six (6) months of the term of this Lease. Landlord shall take reasonable precautions to minimize the disruption to Tenant of any entry to the Premises by Landlord as provided in this Section.

13.2 Transfer by Landlord. Landlord may transfer or assign its interest in the Premises and this Lease without the consent of Tenant, at any time and from time to time. The obligations of Landlord pursuant to this Lease shall be binding upon Landlord and its successors and assigns only during their respective period of ownership.

13.3 Default by Landlord. Landlord shall not be liable to Tenant if Landlord is unable to fulfill any of its obligations under this Lease if Landlord is prevented, delayed or curtailed from so doing by reason of any cause beyond Landlord's reasonable control. Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event later than thirty (30) days after written notice by Tenant to Landlord, specifying Landlord's failure to perform such obligation; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for performance, then Landlord shall not be in default if Landlord commences performance within such thirty (30) day period and thereafter diligently prosecutes its efforts to satisfy such obligation. Tenant shall not offset against any rent or other amount due from Tenant under this Lease any amount due or claimed to be due to Tenant from Landlord whether arising pursuant to this Lease or otherwise.

13.4 Subordination. This Lease may, at the option of Landlord, be subordinate to any ground or underlying leases, mortgages, deeds of trust or other lien which may hereafter affect the Premises or any part thereof and Tenant will execute and deliver upon the demand of Landlord from time to time any and all instruments desired by Landlord, subordinated, in the manner requested by Landlord, this Lease to such lease, mortgage, deed of trust or other lien, provided that in the event of the termination of such lease of foreclosure or such mortgage, deed of trust or lien, any successor to any interest of Landlord in the Premises will not disturb Tenant's possession of the Premises if Tenant attorns to such successor as Landlord and otherwise performs its obligations under this Lease. Tenant agrees that Tenant shall attorn to any landlord under any ground lease affecting the building in the event of the termination of cancellation of such ground leases, or to any purchaser upon foreclosure or sale pursuant to any lien.

13.5 Lender's Rights. On receipt of written request from Landlord, Tenant shall enter into a written agreement with Landlord and any holder of any encumbrance on the building in a form satisfactory to such holder which provides that Tenant shall attorn to such encumbrancer.

13.6 Estoppel Certificate. Tenant shall upon ten (10) days written notice from Landlord execute, acknowledge and deliver to Landlord a statement in writing (i) certifying that this Lease is unmodified and in full force and effect or, if modified, stating the nature of such modifications and certifying that this Lease as so modified is in full force and effect, (ii) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of the Landlord hereunder, or specifying such defaults if any are claimed, (iii) setting forth the date of commencement of rents and the date of expiration of the term of this Lease and setting forth any options of Tenant to extend the term of this Lease, the nature of such options and whether any such options have been exercised by Tenant, and (iv) stating the amount of security deposit made by Tenant to Landlord and amount and period covered by any prepayments of rents or other charges by Tenant. Any such statement may be relied upon by any then existing or prospective lessor, purchaser or encumbrancer of all or any portion of the real property of which the Premises are a part.

14. MISCELLANEOUS.

14.1 Holding Over. If Tenant, with or without Landlord's consent, remains in possession of the Premises or any part thereof after the expiration of the term hereof such occupancy shall be a tenancy from month to month upon all the provisions of this Lease, except (a) rent shall be increased to one and one-half (1.5) times the immediately preceding Monthly Rental and (b) all options granted under the term of this Lease shall be terminated and be of no further effect during such month-to-month tenancy.

14.2 Performance. All payments to be made under this Lease shall be made without prior legal notice or demand unless otherwise provided herein, in legal currency of the United States of America. Time is hereby made of the essence of each and every one and all of the terms, covenants and conditions to be kept, observed or performed under this Lease.

14.3 Notices. Any notices required or permitted to be given under this Lease shall be in writing and may be delivered personally, by certified mail to the Landlord at the address set forth in Section 1.1 and to Tenant at the address set forth in Section 1.2 or by any other means of delivery, if actually received. Any notice given by mail shall be deemed received two (2) business days following the date such notice and the required copies are mailed as provided in this Section. Either party may change its address for purposes of this Section by giving the other party written notice of the new address in the manner set forth above.

14.4 Modification. This Lease and any other written agreements dated as of the date of this Lease contain all of the terms and conditions agreed upon by the Landlord and Tenant with respect to the Premises and the building. All prior negotiations, correspondence and agreements are superseded by this Lease and any other contemporaneous documents. No officer or employee of any party has any authority to make any representation or promise not contained in this Lease and other contemporaneous documents, and each of the parties hereto agrees that it has not executed this Lease in reliance upon any representation or promise not set forth in this Lease or such contemporaneous documents. This Lease may not be modified or changed except by written instrument signed by Landlord and Tenant.

14.5 Relationship of Parties. Neither the method of computation of rent nor any other provisions contained in this Lease nor any acts of the parties shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent or of partnership or of joint venture or of any association between Landlord and Tenant, other than the relationship of Landlord and Tenant. All obligations of Tenant hereunder are the joint and several obligations of each individual executing this Lease as Tenant.

14.6 Waiver. The acceptance of keys or of rent or other payments by Landlord, or the endorsement or statement on any check or any letter accompanying any check for rent or other payment shall not be deemed an accord or satisfaction or a waiver of any obligation of Tenant regardless of whether Landlord had knowledge of any breach of such obligation. Failure to insist on compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such terms, covenants or conditions, nor shall any waiver or relinquishment of any right or power hereunder, at any one time or more times, be deemed a waiver or relinquishment of such rights and powers at any other time or times or under any other circumstance(s).

14.7 Interpretations. Any uncertainty or ambiguity existing herein shall not be interpreted against either party because such party prepared any portion of this Lease, but shall be interpreted according to the application of rules of interpretation of contracts generally.

14.8 Successors and Assigns. This Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted heirs, representatives, successors and assigns.

14.9 Exhibits. All exhibits, riders and schedules, if any, attached hereto shall be deemed a part of this Lease.

IN WITNESS WHEREOF, the parties hereto hereby execute this Lease, as of the day and year first above written.

"LANDLORD"

OHANA, LLC, a Nebraska limited liability company

By: Neil R. Swift
Its Manager

Fed. ID No.: _____

"TENANT"

G2B, LLC

By: John Chris Beery
Its Manager

Fed. ID No.: _____

PERSONAL GUARANTY

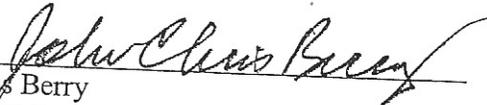
Each of the undersigned, jointly and severally, and being owners of capital and equity interests of G2B, LLC (the "Tenant"), Tenant of the Lease set forth above, for valuable consideration, hereby irrevocably, absolutely and unconditionally guarantee to Landlord, its successors and assigns, the full and due performance by the Tenant, and by its successors and assigns, of all the terms, obligations, covenants and agreements under that Lease, and each of them, on the part of Tenant, its successors and assigns to be observed or performed, and, without limiting the foregoing, the full and punctual payment by Tenant and its successors and assigns of all rentals, additional rentals and other sums of money, as and when they become due and payable by Tenant, its successors and assigns, as provided in that Lease. The undersigned waives all notices, including notice of acceptance of this Guaranty, amendment of the Lease, and of default by Tenant. This Guaranty shall be a continuing one, but this guaranty shall in no manner be deemed to be a continuing obligation of the heirs of either guarantor in the event of the death of such guarantor.

Greg Greder
Greg Greder

519 Pier 2
Lincoln, NE 68529
(402)770-7944
Soc. Sec. No.: 508-72-4188

Grant Greder
Grant Greder

518 Pier 1
Lincoln, NE 68528
phone no. (402) 730-8737
Soc. Sec. No.: 508-92-1534


Chris Berry

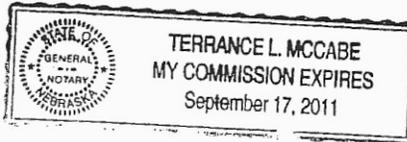
601 Calvert Suite M

Lincoln, NE 68528

Phone no.(402)730-6619

Soc. Sec. No.: 512-84-9771

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

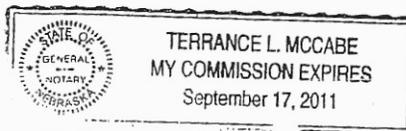


The foregoing instrument was acknowledged before me this January 7th, 2008, by H. Rebecca Smith, Manager of Ohana, LLC, a Nebraska limited liability company, on its behalf.

Terrance L. McCabe

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

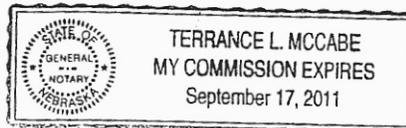


The foregoing instrument was acknowledged before me this January 7th, 2008, by Chris Berg, Manager G2B, LLC, a Nebraska limited liability company, on its behalf.

Terrance L. McCabe

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

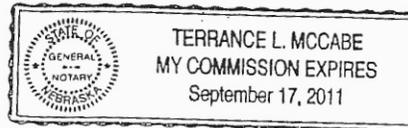


The foregoing instrument was acknowledged before me this January 7th, 2008, by Grant Cordeiro.

Terrance L. McCabe

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

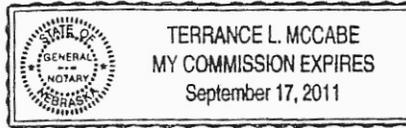


The foregoing instrument was acknowledged before me this January 1st, 2008, by Chris Berg.

Terrance L. McCabe

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)



The foregoing instrument was acknowledged before me this January 7th, 2008, by
Greg Creator

Terrance L. McCabe
Notary Public

EXHIBIT A

CONSTRUCTION ADDENDUM

Tenant shall be responsible for all costs and expenses to construct, alter and improve the Premises in accordance with the plans approved by Landlord. Prior to commencement of any construction activities, Tenant shall provide Landlord with such financial and other information that Landlord may reasonably request as to the anticipated costs to complete the project and to evidence Tenant's ability to pay the entire cost of such project (such as a bank loan commitment letter or evidence of cash resources).

Property. The Real Property and all of Seller's right, title and interest in and to the Additional Property.

Purchase Price. Eight Hundred Fifty Thousand Dollars (\$850,000.00).

Real Property. The Land and the Improvements.

Title Company. First Nebraska Title Attention: Kent Radke

SECTION 2

AGREEMENT TO SELL AND PURCHASE: PURCHASE PRICE

2.1 Agreement to Sell and Purchase. Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, the Property located at 1426 O Street, together with all improvement and appurtenances located there on, including all equipment and fixtures subject to and in accordance with the terms, conditions and provisions hereof.

2.2 Payment of Purchase Price. The total purchase price to be paid by Purchaser to Seller for the Property shall be the Purchase Price. The Purchase Price shall be payable in the following manner:

(a) Earnest Money. Within two (2) business days after the execution of this Agreement by Seller and the delivery to Purchaser thereof, Purchaser shall deposit with the Title Company, as escrow agent, the sum of \$5,000.00, as earnest money (said amount, and all interest accruing thereon, being herein referred to collectively as the "Earnest Money"). The Earnest Money shall be held and disbursed by the Title Company pursuant to the escrow agreement in the form of Exhibit B attached hereto, which the parties have executed and delivered simultaneously with the execution and delivery of this Agreement. The Earnest Money shall be invested as provided in said escrow agreement, with all interest accruing thereon being deemed part of the Earnest Money for all purposes hereunder. If the sale hereunder is consummated in accordance with the terms hereof, the Earnest Money shall be paid to Seller and applied to the Purchase Price to be paid by Purchaser at the Closing.

(b) Balance of Purchase Price. Purchaser shall pay to Seller the balance of the Purchase Price, plus or minus net proration credits as such credits may be determined in accordance with Section 5, at Closing by cash, certified check, or wire transfer of immediately available funds.

SECTION 3

SELLER'S DELIVERIES: CONDITIONS PRECEDENT

3.1 Seller's Deliveries and Disclaimers: Purchaser's Independent Review. Seller has delivered or will deliver to Purchaser all documents available to Seller relating to the Property and its operations, including, without limitation, all permits, licenses, last three years financial statements, studies, environmental reports, structural reports, a schedule of all litigation relating to the property or its operations and notices of any statute or code violations relating to the Property. In addition, subject to the provisions of Section 3.2(a) hereof, provide Purchaser and its agents or consultants with access to the Property to inspect each and every part thereof to determine its present condition and to conduct such physical and environmental studies (including, but not limited to environmental, asbestos, structural and mechanical studies) as it deems appropriate, and access to all records and correspondence relating to the ownership and management of the Property. All of the inspections, investigations, review of documents and other activities of Purchaser conducted pursuant to this Section 3.1 shall be conducted at the expense of Purchaser without contribution from Seller of any kind or amount. Seller shall reasonably cooperate

with Purchaser in dealing with Purchaser's agents, representatives and inspectors and in arranging prompt and complete access to the Property. Purchaser will promptly deliver a copy of all inspection reports to Seller after receipt thereof.

3.2 Inspection and Access.

(a) In connection with any entry by Purchaser, or its agents, employees or contractors onto the Property, Purchaser shall give Seller reasonable advance notice of such entry. Purchaser shall indemnify, defend and hold Seller harmless from and against any costs, damages, liabilities, losses, expenses, liens or claims (including, without limitation, reasonable attorney's fees) arising out of or relating to any entry on the Property by Purchaser, its agents, employees or contractors in the course of performing the inspections, testings or inquiries provided for in this Agreement, provided, however, that Purchaser shall have no liability for any loss or damage attributable to the acts or omissions of Seller or Seller's agents, employees, invitees or licensees or resulting from latent defects or hazardous substances within, on or adjacent to the Property. Purchaser shall have HVAC and roof inspection at their expense and Seller's liability of any costs of repairs shall not exceed \$20,000.00.

(b) Purchaser shall have until the Due Diligence Expiration Date in which to conduct its due diligence investigations and analysis of the Property and of all information pertaining to the Property to determine whether the Property is acceptable to Purchaser, in Purchaser's sole and absolute discretion. If, during the Due Diligence Period, Purchaser becomes aware of any condition with respect to the Property that Purchaser determines makes the Property unsuitable for Purchaser's intended use of the Property or makes it impracticable for the Purchaser to obtain financing with respect thereto, in Purchaser's sole and absolute discretion, Purchaser may, as its sole and exclusive right and remedy, terminate this Agreement by giving written notice of termination to Seller on or before the Due Diligence Expiration Date. If Purchaser does not give such notice of termination on or before the Due Diligence Expiration Date, Purchaser shall be deemed to have waived its right to terminate this Agreement pursuant to this Section 3.2 and this Agreement shall continue in full force and effect. In the event of such termination, the Earnest Money shall be returned to Purchaser and neither party shall have any further obligations to the other party hereunder.

(c) The Property and all improvements thereon shall be conveyed in "AS IS" condition, without warranty, and Buyer acknowledges that it will have adequate opportunity to inspect the Property and all improvements and conditions thereon. Seller has no obligation of repairs or replacement with respect to conditions identified by Buyer in its inspections or otherwise, other than those specifically set forth herein regarding the HVAC system and roof.

3.3 Title. Seller shall obtain and deliver to Purchaser for Purchaser's review, within fifteen (15) days of this Agreement, a current commitment for an ALTA owner's extended policy of title insurance (the "Title Commitment") on the Real Property issued by the Title Company, and underwritten by Fidelity Insurance Company along with copies of the underlying title documents. Purchaser shall have fifteen (15) days after receipt of the Title Commitment to examine such information and make any objections thereto, said objections to be made in writing and delivered to Seller on or before the expiration of such fifteen (15) day period. If any objections to the Title Commitment are properly made on or before the expiration of such fifteen (15) day period, Seller shall have the option to either cure (by removal, endorsement or otherwise) such objections on or before the Closing Date or terminate this Agreement. If the objections are not cured by Seller by the scheduled Closing Date then Purchaser may terminate this Agreement, in which event the Earnest Money shall be returned to Purchaser and neither party shall have any further obligations to the other party. At Closing, and as a condition thereto, the Title Commitment shall be updated by the Title Company to the Closing Date thereby obligating the Title Company to issue to Purchaser a title policy consistent with the provisions of the Title Commitment (modified to reflect the curing of any matter to which Purchaser has timely and properly objected in

insurance (the "Title Commitment") on the Real Property issued by the Title Company, and underwritten

accordance with this Section 3.3 above and this Agreement) and the title policy shall contain such title endorsements as Purchaser shall reasonably request.

3.4 Additional Condition to Parties' Obligations to Close. In addition to all other conditions set forth herein, the respective obligations of Seller and Purchaser to consummate the transaction contemplated hereunder shall be conditioned on the other party's representations and warranties contained herein including but not limited to, all representations made in the financial statement provided to Purchaser from Sellers, remaining true and correct in all material respects as of the Closing Date. In the event that the foregoing condition described in this Section 3.4 is not satisfied as of the Closing Date, then either party may enforce its remedies under Section 13.

SECTION 4 CLOSING

4.1 Time and Place. The Closing shall be held on the Closing Date in the offices of the Title Company in Lincoln, Nebraska or at any other location mutually acceptable to the parties. The parties agree to meet to complete all arrangements for Closing prior to the Closing Date so that all requirements for Closing, with the exception of the delivery of the Purchase Price, are in place by the end of the day prior to the Closing Date and only the funding need be completed on the Closing Date.

4.2 Deliveries. At Closing, Seller and Purchaser shall execute and deliver the following items:

- (a) Seller shall deliver to Purchaser:
 - (i) a warranty deed;
 - (ii) a non-foreign transferor certification pursuant to Section 1445 of the Internal Revenue Code; and
 - (iii) an assignment of the Additional Property; including specifically, but without limitation, assignment of the Leases;
 - (iv) written evidence that this Agreement and contemplated transaction have been authorized and approved;
 - (v) a bring down certification concerning Seller's representations and warranties;
 - (vi) such other instruments as Purchaser or Title Company may reasonably request.
- (b) Purchaser shall pay or deliver to Seller:
 - (i) the balance of the Purchase Price, as provided in subsection 2.2(b) hereof.
- (c) Seller and Purchaser shall jointly, or individually if applicable, deliver:
 - (i) a closing statement describing all prorations and other applicable credits;

- (ii) all applicable state, county and local transfer tax declarations; and
- (iii) an ALTA Statement, so-called "Gap Undertaking" and such other customary documents required by the Title Company and acceptable to Seller and Purchaser in their reasonable discretion.

4.3 Closing Instructions to Title Company. The Closing shall be facilitated through an escrow established with the Title Company, using closing escrow instructions consistent with this Agreement and the Title Company's standard practice, or as otherwise mutually agreed between Purchaser and Seller. Notwithstanding the use of an escrow, the Closing shall be completed (with the escrow closed out) on the Closing Date, including the concurrent delivery of all required documents, updated title and the Purchase Price.

4.4 Possession. Seller agrees to deliver full possession of the Property to Purchaser on the Closing Date, subject only to the Leases, in a "broom clean" condition and all mechanical equipment shall be operable.

SECTION 5

PRORATION

All items of income and expense applicable to the Property shall be paid, prorated or adjusted as of the close of business on the day prior to the Closing Date in the manner hereinafter set forth:

5.1 Proration Adjustments. Real Estate taxes for the years prior to Closing and all prior years shall be paid by Seller. Real Estate taxes to be assessed for the year of Closing and operating or other expenses of the Property, shall be prorated as of 12:00 Midnight prior to the date of Closing (on the basis of the most recent tax bill), with Purchaser being responsible for all expenses commencing as of such time. Any special assessments shall be paid by Seller at Closing or credited to Purchaser. The parties shall use reasonable efforts to compute or estimate the prorations prior to Closing and Seller shall provide before Closing such supporting evidence for the prorations as Purchaser reasonably requests. All rents, fees and other amounts payable to the owner of the Property shall be prorated to the date of Closing. The Special Assessment Tax – Downtown Lincoln Association: Downtown Core, Maintenance & Downtown Business Improvement District shall be treated as property tax and the current year assessment shall be prorated to the Closing Date.

5.2 Utilities. Utility meters for utility services payable by Seller shall be read on or immediately prior to the Closing Date, if possible, and the amounts due as disclosed by such readings shall be paid by Seller or credited to Purchaser. Otherwise all utility charges and billings shall be prorated using the prior month's bill as of the Closing Date and shall be re-prorated upon receipt of actual bills for the period in question.

5.3 Expenses. Except as otherwise expressly provided herein (concerning taxes and assessments), operating expenses of the Property shall be payable by Seller and Purchaser on an accrual basis in accordance with the parties' respective periods of ownership so that Seller pays all expenses accruing prior to the Closing Date and Purchaser pays all expenses for which the other party is obligated, such other party shall pay such bill promptly after receipt thereof. In the event of any prepaid expenses as of the Closing Date, Purchaser shall reimburse Seller at Closing for the portion thereof attributable to the period from and after the Closing Date.

5.4 Deposits. Any tenant, utility or other deposits by a third party with respect to the

Property shall be transferred to or credited to Purchaser.

SECTION 6

SELLER'S REPRESENTATIONS AND WARRANTIES

6.1 List of Representations and Warranties. Seller hereby represents and warrants to Purchaser as follows:

(a) Authority. Seller has the legal power, right and authority to enter into the Sale Documents (as hereinafter defined) and to consummate the transactions contemplated thereby. The Sale Documents executed by Seller are or will be legal, valid and binding obligations of Seller, enforceable in accordance with their terms.

(b) Conflicts. Neither the execution and delivery of this Agreement nor the consummation of the transactions herein contemplated conflict with or result in the material breach of any terms, conditions or provisions of or constitute a default under, any bond, note, or other evidence of indebtedness or any agreement or court order to which Seller is a party or by which Seller is bound.

(c) Violations of Laws. To Seller's knowledge, Seller has not received any written notice that the Property is currently in violation of any applicable building, fire or other safety laws or health regulations.

(d) Title to Property. Seller owns good and marketable fee title to the Property, free and clear of all liens and encumbrances. To the Seller's knowledge there are no unrecorded agreements, leases, liens or encumbrances that may affect the Property which cannot be cancelled on less than 30 days notice.

(e) Litigation. To Seller's knowledge, no litigation has been served upon Seller, or threatened in writing, with respect to the Property that remains outstanding. In addition, to Seller's knowledge there exists (i) no pending or contemplated condemnation, special assessment, reassessment of taxes, zoning or other governmental action relating to the Property which are not of record, (ii) no environmental violations relating to the Property, or (iii) no violations relating to the operation of the Property.

(f) Documents. The documents delivered to Purchaser pursuant to Section 3 are all of the relevant documents in Seller's possession pertaining to the condition and operation of the Property, are true, correct and complete copies in all material respects, and are in full force and effect, without material default by any party and without any right of set-off, except as disclosed in writing at the time of such delivery.

(g) Leases and Contracts. There are no leases, tenancies, contracts or agreements affecting the Property, except the Leases specifically listed on the attached Exhibit C, true and correct copies of which have been delivered to Purchaser. All Leases are current and not in default.

(h) Possessory Rights. Except as specifically provided in the Leases, there are no persons in possession or occupancy of the Property or any part thereof, nor are there any persons who have possessory rights in respect to the Property or any part thereof.

(i) Options. No party possession or occupancy of the Property or any part thereof, nor are there any persons who have possessory rights in respect to the Property or any part thereof.

(j) Permits. All entitlements, permits, easements and other Additional Property are Owned by Seller, are in full force and effect, current and valid.

(k) Utilities. All water, sewer, gas, electric, telephone, and other utilities required by law and by the normal operation of the Property are installed and are adequate to service the Property.

(l) Condition. Seller has no actual knowledge of any material defect in the Property or the operating systems servicing the Property. Seller informs buyer that approximately ten years prior, a termite colony was detected in the back of the property (which is common in downtown Lincoln properties.) The entire building was treated at that time and the minor damage were repaired. A termite inspection of the premises was conducted annually for the following four years. No reoccurrence was detected. The problem has been eradicated to seller knowledge.

(m) Intentionally Deleted

(n) Other Agreements. Neither the execution and delivery of this Agreement nor the consummation of the transaction contemplated herein will constitute a breach under any contract or agreement to which Seller is a party or by which Seller is bound or affected or that affects the Property or any part thereof. No Seller has entered into any agreement or contract with respect to the Property or granted any interest in the Property that is inconsistent with Seller's obligation to convey to the Purchaser good and marketable fee simple title to the Real Property subject only to the permitted encumbrances. The Seller shall not, prior to any termination of this Agreement, enter into or execute any easement encumbrance, lease, or other agreement with respect to the Property without the Purchaser's prior written consent. The Seller shall not, prior to termination of this Agreement, execute and record or consent to any declaration of covenants, conditions and restrictions or other similar document with respect to the Real Property without Purchaser's prior written consent.

(o) No condemnation, Moratoria or Violations. Seller has not received written notice of any pending or threatened condemnation affecting the Real Property, any moratorium on building on the Real Property, or any violation with regard to any applicable law, regulation, ordinance, requirement, covenant, condition or restriction relating to the present use, occupancy or condition of the Real Property from any person authority or agency have jurisdiction over the Real Property.

(p) No Bankruptcy Proceedings. Seller has not (i) made a general assignment for the benefit of creditors; (ii) filed any voluntary petition in bankruptcy, or received notice of the filing of any involuntary petition in bankruptcy against Seller (iii) received notice of the appointment of a receiver to take possession of all or substantially all of Sell's assets; (iv) received notice of the attachment or other judicial seizure of all or substantially all of Seller's assets; (v) within 12 months preceding the date of this Agreement, admitted in writing its inability to pay its debts as they come due; or (vi) made an offer of settlement, extension or composition to its creditor generally.

(q) No Default. The actions or inaction of the Seller have in all material respects complied with all requirements of laws which are applicable to the Property. Seller is not in default under the terms of any written agreement by Seller pertaining to the Property, nor to the actual knowledge of the Seller has any event occurred that, with notice or passage of time, or both, would constitute a default by Seller under any agreement, nor has Seller received notice of any default under any agreement or encumbrance to which the Property, or any portion of the Property, is subject.

(r) Disclosure. The Seller has disclosed to the Purchaser all material information in the custody or control of the Seller affecting or in any way relating to of the Purchaser's ability to develop and use the Property. To the knowledge of the Seller, none of the information or documents furnished to the Purchaser or any of its representatives by the Seller or their representatives pursuant to the terms of this

Agreement, is false or misleading in any material respect.

(s) Notices. Seller shall, immediately upon receiving notice of any actual or threatened claims or proceedings, (i) for the condemnation of the Real Property or any portion thereof, (ii) arising out of injury or damage to or upon the Real Property or any portion relating to or affecting the Real Property, including but not limited to any violation of an environmental law, or that may result in the liability of the owner or a successor owner of any interest in the Property, (iv) arising out of the imposition of any special assessment, levy or tax, (v) relating to the potential formation of any taxing authority affecting the Property, (vi) that could affect or cloud title to or ownership of the Real Property or (vii) that could result in a moratorium against building on the Real Property, notify Purchaser thereof in writing with reference to this Section. Prior to the Closing Purchaser shall have a period of two (2) business days from receipt of such notice to waive the matter described in the notice or cancel this Agreement by written notice to the Seller. Failure of the Purchaser to so notify the Seller shall be an automatic cancellation of this Agreement under the Preceding sentence.

(t) Mechanics and Materialmen's Liens. All contractors, subcontractors and material supplies who have performed work or supplied materials (whether inside or outside the boundaries of the Real Property) have been paid in full and have no legal or equitable right to place on a mechanics or materialmen's lien on the Real Property or any portion thereof.

6.2 No Survival. The representations and warranties of Seller shall merge with the deed and terminate as of Closing.

SECTION 7

PURCHASER'S REPRESENTATIONS AND WARRANTIES

Purchaser hereby represents and warrants to Seller as follows:

7.1 Authority. Purchaser has the legal power, right and authority to enter into the Sale Documents and to consummate the transactions contemplated thereby. The Sale Documents executed by Purchaser are or will be the legal, valid and binding obligations of Purchaser, enforceable in accordance with their terms.

7.2 Conflicts. Neither the execution and delivery of this Agreement nor the consummation of the transactions herein contemplated conflict with or result in the material breach of any terms, conditions or provisions of or constitute a default under, any bond, note, or other evidence of indebtedness or any agreement or court order to which Purchaser is a party or by which Purchaser is bound.

7.3 Survival. The representations and warranties of Purchaser set forth in this Agreement shall be deemed remade as of Closing, and said representations and warranties as so remade shall survive the Closing.

SECTION 8

CLOSING COSTS

Seller shall pay the following expenses incurred in connection with the transactions described herein: (i) one-half of the costs to obtain the owner's title policy, including extended coverage and endorsements, (ii) one-half of all closing fees charged by the Title Company (including escrow and closing charges), (iii) all state, county and municipal transfer taxes, (iv) Seller's legal fees and expenses.

Purchaser shall pay the following expenses incurred in connection with the transactions described herein: (a) one-half of the costs to obtain the owner's title policy, including extended coverage and endorsements, (b) one-half of all closing fees charged by the Title Company, (c) the fee for the recording of the deed, (d) Purchaser's legal fees and expenses, (e) all inspection costs, and (f) any and all costs and expenses arising from or relating to any debt or equity financing of its acquisition of the Property, including, without limitation, any charges arising from the requirements of its equity holders or lenders.

SECTION 9

Intentionally Deleted

SECTION 10

NOTICE

All notices, demands and communications (a "Notice") under this Agreement shall be delivered or sent by: (a) personal messenger delivery, (b) registered or certified mail, postage prepaid, return receipt requested or (c) nationally recognized overnight carrier, addressed to the address of the intended recipient set forth below or to such other address as either party may designate by notice pursuant to this Section. Notices shall be deemed given on the date of such personal messenger delivery, one business day after delivery to the overnight carrier or three business days after being mailed as provided in clause (b) above.

Notices to Seller: Expo, Inc.
Attention: Becky Smith
6704 SE 17th Ave.
Portland, OR 97202
Phone no.: (402) 730-5549
Fax no.: (503) 235-5413

Notices to Purchaser: Gregory Greder
6040 South 58th Street, Suite D
Lincoln, NE 68516

With a copy to: Terry McCabe
Concorde Management & Development, Inc.
1225 L Street, Suite 501
Lincoln, NE 68508

SECTION 11

CASUALTY AND CONDEMNATION

11.1 Casualty. If the Property or any part thereof is damaged by fire or other casualty prior to the Closing Date which would cost in excess of \$50,000.00 to repair (as determined by an insurance adjuster mutually selected by Purchaser and Seller), Purchaser may, as its sole and exclusive right and remedy, terminate this Agreement by written notice to Seller given on or before twenty (20) days following such casualty. In the event of such termination, the Earnest Money shall be returned to Purchaser and neither party shall have any further obligation under this Agreement. If Purchaser is not entitled to or does not elect to so terminate this Agreement, then the Closing shall take place as herein provided, and Seller shall assign and transfer to Purchaser on the Closing Date, without warranty or recourse, all of Seller's right, title and interest in and to all insurance proceeds paid or payable to Seller on

account of such fire or casualty, and Purchaser shall receive a credit against the Purchase Price in an amount equal to Seller's insurance deductible applicable to such casualty.

11.2 Condemnation. If any portion of the Property is taken in eminent domain proceedings prior to Closing, Purchaser may, as its sole and exclusive right and remedy, terminate this Agreement by notice to Seller given on or before twenty (20) days after such taking, and, in the event of such termination, the Earnest Money shall be returned to Purchaser and neither party shall have any further obligation under this Agreement. If Purchaser is not entitled to or does not elect to so terminate this Agreement, the Closing shall take place as herein provided without abatement of the Purchase Price, and Seller shall assign and transfer to Purchaser on the Closing Date, without warranty or recourse, all of Seller's right, title and interest in and to all condemnation awards paid or payable to Seller on account of such eminent domain proceedings.

SECTION 12

OPERATIONS PRIOR TO CLOSING OR TERMINATION

Seller covenants and agrees with Purchaser that after the date hereof until the Closing or termination of this Agreement, Seller shall conduct its business involving the Property as follows:

- (a) Seller shall not transfer title to any of the Property or create on the Property any easements or mortgages which will survive Closing, and shall not be entitled to continue to market the Property.
- (b) Seller shall not enter into or amend any lease, contracts or other agreements pertaining to the Property, or other liens, encumbrances or restrictions other than contracts entered into in the ordinary course of business and which are cancelable by the owner of the Property prior to Closing without penalty. The Leases shall be assigned to Purchaser at Closing, and shall be in full force and effect in the form as of the date of this Agreement.
- (c) Seller shall maintain the Property in its current condition, ordinary wear and tear excepted, shall not make any improvements to the Property and shall operate the Property consistent with its current operations, and in compliance with all applicable laws, permits, licenses and other authorizations.
- (d) Seller shall maintain all normal and customary insurance relating to the Property.
- (e) Seller will promptly provide Purchaser with copies of any notices received by Seller with respect to statute or code violations affecting the Property, special assessment proceedings, condemnations proceedings, tax reassessment proceedings or zoning proceedings.

SECTION 13

DEFAULTS AND REMEDIES

13.1 Purchaser Defaults. In the event that Purchaser, on or prior to the Closing Date, shall default in the performance of its obligations under this Agreement or the Business Purchase and Sale Agreement, then Seller, as its sole and exclusive remedy, may terminate this Agreement by notifying Purchaser thereof and receive and retain the Earnest Money as liquidated damages. Purchaser shall not be liable to Seller for any other damages, including without limitation, direct, punitive, speculative or consequential damages. In the event Seller is entitled to the Earnest Money as liquidated damages, the

Earnest Money shall be immediately paid to Seller by the Title Company, and Purchaser agrees to take all such actions and execute and deliver all such documents necessary or appropriate to effect such payment.

13.2 Seller Defaults. In the event that Seller, on or prior to the Closing Date, shall default in the performance of its obligations hereunder or under the Business Purchase and Sale Agreement, Purchaser may pursue all of its remedies at law or in equity, including without limitation, the right to seek specific performance of Seller's obligations hereunder. In the event Purchaser is entitled to a refund of the Earnest Money, the Earnest Money shall be immediately paid to Purchaser by the Title Company, and Seller agrees to take all such actions and execute and deliver all such documents necessary or appropriate to effect such payment.

13.3 Attorneys' Fees and Costs. In the event legal action is instituted to interpret or enforce the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party the prevailing party's reasonable costs and reasonable attorney's fees, including, without limitation, all reasonable costs and fees that are incurred in any trial, on any appeal and/or in any bankruptcy proceeding.

SECTION 14

MISCELLANEOUS

14.1 Entire Agreement Amendments. This Agreement, together with the exhibits attached hereto, constitute the entire agreement of the parties hereto regarding the purchase and sale of the Property, and all other prior agreements, understandings, representations and statements, oral or written, including any so-called letters of intent, are hereby merged herein and superseded hereby. This Agreement may only be amended or modified by an instrument in writing, signed by the party or parties intended to be bound thereby. Seller agrees to be available for consultation with Purchaser for ninety (90) days after closing date.

14.2 Time. All parties hereto agree that time is of the essence in the performance of the provisions of this Agreement.

14.3 Counterpart Execution. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

14.4 Governing Law. This Agreement shall be deemed to be a contract made under the laws of the State of Nebraska and for all purposes shall be governed by and interpreted in accordance with the laws of the State of Nebraska.

14.5 Assignment: Third Party Beneficiaries. Purchaser shall have the right to assign this Agreement without Seller's prior written consent. This Agreement shall inure to the benefit of and be binding on and enforceable against the parties hereto and their respective successors and assigns. This Agreement is intended for the benefit of Purchaser and Seller, and no other person or entity shall be entitled to rely on this Agreement, receive any benefit from it or enforce any provisions of it against Purchaser or Seller.

14.6 Section Headings. The Section headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several Sections hereof.

14.7 Severability. If any portion of this Agreement is held to be unenforceable by a court of

competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.

14.8 Exculpation of Parties and Related Parties. Notwithstanding anything to the contrary contained in this Agreement or in any of the documents executed pursuant to this Agreement (this Agreement and said documents being hereinafter collectively referred to as the "Sale Documents") or provided under or required by law, the Sale Documents shall not be binding on any officers, directors, shareholders, partners, members, managers, advisors, employees or other agents or affiliates of Seller or Purchaser, but shall only be binding on Seller and Purchaser and their respective assets.

14.9 Independent Counsel: Interpretation. Purchaser and Seller each acknowledge that: (a) they have been represented by independent counsel in connection with this Agreement; (b) they have executed this Agreement with the advice of such counsel; and (c) this Agreement is the result of arms length negotiations between the parties hereto and the advice and assistance of their respective counsel. Notwithstanding any rule of law to the contrary: (i) the fact that this Agreement was prepared by Purchaser's counsel as a matter of convenience shall have no import or significance, and any uncertainty or ambiguity in this Agreement shall not be construed against Purchaser because Purchaser's counsel prepared this Agreement; and (ii) no deletions from prior drafts of this Agreement shall be construed to create the opposite intent of the deleted provisions.

14.10 No Waiver. No covenant, term or condition of this Agreement, other than as expressly set forth herein, shall be deemed to have been waived by Seller or Purchaser unless such waiver is in writing and executed by Seller or Purchaser, as the case may be.

14.11 Business Day. Whenever any deadline or date herein arises, occurs, expires or falls on a Saturday, Sunday or holiday, the relevant date or time period shall be deemed to be the next business day.

SECTION 15

CLOSING CONDITIONS

15.1 Conditions to Purchaser's Obligations. Purchaser's obligation to acquire the Property as contemplated by this Agreement is subject to the satisfaction of the following conditions or the Purchaser's written waiver of such conditions on or before the Closing Date. Purchaser may waive in writing any or all of such conditions in its sole and absolute discretion.

15.1.1 Seller shall have performed all obligations to be performed by Seller pursuant to this Agreement, and each of Seller's representations, warranties and covenants set forth herein shall be true and correct as of the Closing Date.

15.1.2 The Title Company shall be committed to issue to Purchaser, as of the Closing Date, a current ALTA standard coverage owner's title insurance policy with extended coverage and mechanics or materialmen's lien protection, in an amount equal to the Purchase Price, insuring fee title to the Real Property vested in Purchaser, subject only to permitted encumbrances.

15.1.3 No third party action, suit, investigation or proceeding shall have been instituted or threatened to restrain, prohibit or otherwise challenge the legality or validity of the transactions contemplated by this Agreement.

15.1.4 Between the end of the Due Diligence Period and the Closing Date, there shall have been no Material Adverse Effect. "Material Adverse Effect" means any fact, occurrence, condition, circumstance, change, effect or development on or to the Property that could reasonably be

expected to be materially adverse to Purchaser's intended use of the Property.

15.1.5 There shall be no moratorium then in effect affecting the Real Property that would prevent issuance of building permits or occupancy certificates on such Real Property.

15.1.6 Seller and Buyer shall enter into a temporary agency agreement for liquor license purposes, Ohana, LLC shall enter into a lease agreement with Buyer for the property at 1422 O Street as provided herein, and Seller and Buyer shall consummate the Business Purchase and Sales Agreement contemporaneous with the closing of this transaction.

15.2 Conditions to the Seller Obligations. The Seller's obligation to sell any of the Real Property as contemplated by this Agreement is subject to the satisfaction of the following conditions or the Seller's written waiver of such conditions on or before the Closing Date. Seller may waive in writing any or all of such conditions in its sole and absolute discretion.

15.2.1 Purchaser shall have timely delivered the Purchase Price.

15.2.2 Purchaser's representations and warranties set forth herein shall be true and correct as of the Closing Date.

15.2.3 Seller and Buyer shall enter into a temporary agency agreement for liquor license purposes, Buyer shall enter into a lease agreement with Ohana, LLC for the property at 1422 O Street as provided herein, and Seller and Buyer shall consummate the Business Purchase and Sales Agreement contemporaneous with the closing of this transaction.

16. Like Kind Exchange. Either party may elect to effect the sale of the Property as an exchange, or a "reverse" exchange, pursuant to Section 1031 of the Internal Revenue Code, including the use of the services of a "qualified intermediary" as defined in Treasury Regulation § 1.1031(k)-(g)(4)(iii) ("Intermediary") to effectuate such Section 1031 exchange. The parties will cooperate in the accomplishment of that purpose provided only that (i) the non-exchanging will not be required to be vested in title to any real estate other than the Property; and (ii) the non-exchanging shall incur no liability or expense beyond those inherent in an acquisition of the Property for a cash payment. An exchanging party shall have the right to assign its interest in this Agreement to an exchange accommodation titleholder for such purposes, provided that such assignment shall not release or relieve the exchanging party of its obligations hereunder.

17. Exclusivity Clause. Seller cannot solicit any other offers after the Offer to Purchase has been accepted by all parties.

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

SELLER: EXPO, INC.

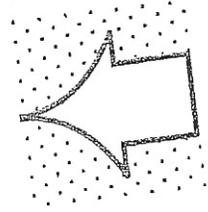
By: _____



Its President

PURCHASER: Greder Berry, LLC

By: Gary S. [Signature]
Title: President



**SIGN
HERE**

EXHIBIT A

LEGAL DESCRIPTION

Little & Alexanders Sub L63 Littles, Lot 10, W 1/2
Commonly known as 1426 "O" Street, Lincoln, Nebraska 68508

disbursed and applied in the manner required under said Agreement of Purchase and Sale.

PURCHASER:

Greder Berry, LLC

By:

Address:

Gregory Greder
Gregory Greder
6040 South 58th Street, Ste D
Lincoln, NE 68516

SELLER:

Expo, Inc.

By:

Address:

Jeff B. Linn
6404 SE. 17TH AVE
PORTLAND OR 97202

ACCEPTED BY ESCROWEE:

First Nebraska Title

By:

Print Name:

R. Kent Radke
R. Kent Radke

EXHIBIT C

LEASES

EXHIBIT D

Iguana's Inventory

Furniture-
Smoke stand
Sidewalk sign
Neon lights
Tape player and speakers
6' rug
Rosenbaum martini artwork

bathrooms-
tampons machine
garbage cans 2
room deodorizers - 2
En-motion towel dispensers-2

Janitorial-
Mop buckets and ringer -2
mops -2
Vacuum
Floor mop - 2
32" dust broom - 2
brooms - 2
toilet agger
misc clean tools
dust pans

furniture-
tall bar stools-48
tall maple 6' tables-wall mount -8
double booths -6
single booths - 6
booth formica table top - 9
legless table bracket - 8
chrome legged bar stools -10
Stationary bar stool-chrome base - 6
Lizard inlay tall table
24" round top tables - 3

Sound and video equip---
Bose business sound systems _bass, amp, 4 satellite speakers -2
MX1550 mixer
PG58 microphone w/ bracket
Sony DVD player
Zenith flat screen TV- 2
Sony flat screen TV -1
Sony hpxxx LCD projector TV and bracket
50 disk CD changer
Sony receiver
7' video screen
Music CD - 500

Triton ATM machine and supplies
ATM neon -west gate

Black bar stool w/backs -22
Décor-Iguanas photos -8
Martini painting - 2
Gigantic lizard Skelton
Miller light change sign
Neons-
15' air brush lizard mural w/ custom frame
Popcorn machine
Popcorn cupboard

Pool ---
Valley vending coin op. pool tables - 2
Pool cue rack - 2
Pool cue - 20
Chrome pool lights -2

Bar ----
Casio cash registers - 4
Crathco beverage machine - 1
Ice bins - 4
6' True bottle cooler - 2
5' true bottle cooler -1
Beverage Air sliding glass door upright bottle cooler
Peril under counter cooler
Eagle SS 4 comp sinks w/ 2 faucets
Submergible glass washer- electric
SS speed rails - 8
Bunn gourmet ice margarita machine - 1
Garbage cans
Napkin holders 4
Fruit trays - 4
Misc bar tools-salt shakers, pour spouts
Blender
ice machine
Rubber floor mats

Kitchen equipment---
6' folding tables - 2
4' folding table 1
Nacho cheese warmer
Chip warmer
Coffee pot
Cora expresso machine
Rancilio grinder
SS coffee ground tamper
Westinghouse freezer
Master bilt refrigerator
3' gas grill
Fry Master gas friers - 2
US Range 4 burner gas stove/oven
12' ss work table
US Range gas broiler
Panasonic microwave oven
Ss push cart
Schaffing dishes - 3
Casio cash register
Microphone

Cora expresso machine
Rancilio grinder

Rubber mat
Edlund can opener
Step stool
Fmp timer
Misc cooling utinsuls
Misc SS food holders
Misc serving dishes

Basement---
Decorations
Office
Tools

Office---
Adding machine
Printer
Fax machine
scanner
Desk
Chair
6' table
file cabinet
black cadenza
book shelf
paper cutter
misc supplies

Decorations—
Christmas
New years eve
Mardi gras
Valentines
Pool benefit
St patty's day
Cinco de mayo
Halloween

Inventory and COGS shall be determined by buyer and seller jointly prior to closing date and will be an additional cost to the purchase price of the business. Inventory will be valued using original invoice costs.

GPA
JZ

In 2 apartments: appliances - to include, refrigerators, washer/dryers, ceiling fans, ranges, microwaves, window dressing (excludes: drapes in apartment A)