



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

402-441-7204
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MAYOR CHRIS BEUTLER

lincoln.ne.gov

March 10, 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 Garage Sports Bar & Grill, 5551 south 48th Street requesting an addition to their current liquor license I-79850.

They have requested that a beer garden measuring approximately 14 x 64 foot be added to the south west side.

For Council's information, the owners of the business remain the same, and background information on the owners is on file.

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.

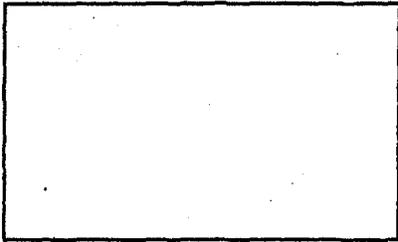
THOMAS K. CASADY, Chief of Police



A nationally accredited law enforcement agency



PLEASE COMPLETE AND RETURN TO:
NE LIQUOR CONTROL COMMISSION
PO BOX 95046
LINCOLN , NE 68509-5046



FEE OF \$45.00 REQUIRED

LICENSEE'S NAME: PATRICIA WESTPHAL HEINZ WESTPHAL
TRADE NAME: THE GARAGE Sports BAR / GRILL INC.
PREMISE ADDRESS: 5551 S. 48th
CITY/COUNTY: LINCOLN NE. LANCASTER
LICENSE NUMBER: 79850-1 TELEPHONE: 402-423-2996

to

BEER GARDEN PLEASE CHECK ONE OF THE FOLLOW

ADDITION/ RECONSTRUCTION CHANGE OF LOCATION DELETION

CHANGE OF LOCATION (this application will not be accepted if the license is moving into another jurisdiction)

Address From: _____
Indicate local governing body jurisdiction; city or county _____

Address To : _____
Indicate local governing body jurisdiction; city or county _____

- 1) INCLUDE A SKETCH OF THE PROPOSED AREA TO BE LICENSED (8 1/2 x 11 PAPER - BLUEPRINTS NOT ACCEPTED) INDICATE THE DIMENSIONS OF THE AREA TO BE LICENSED AND THE DIRECTION 'NORTH' ON THE SKETCH
- 2) SUBMIT A COPY OF YOUR LEASE OR DEED DEMONSTRATING OWNERSHIP
- 3) IF YOU DO NOT KNOW WHAT JURISDICTION YOU ARE LOCATE CLERK
- 4) IN ORDER TO CLARIFY YOUR CHANGES, AN ATTACHED EXPLAN



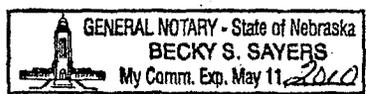
AFFIDAVIT

THE ABOVE REFERENCE REQUEST, AS FILED, WILL COMPLY WITH THE RULES AND REGULATIONS OF THE NEBRASKA LIQUOR CONTROL ACT.

Patricia Westphal Heinz Westphal
SIGNATURE OF LICENSEE

SUBSCRIBED IN MY PRESENCE AND FIRST DULY SWORN TO BEFORE ME ON THIS 3 DAY OF March, 2008.

Becky Sayers
NOTARY PUBLIC'S SIGNATURE & SEAL



BUS 10103
45-MM

142' B.S. 7

PARKING 3

PARKING 3

PARKING 3

20' DRIVE

EXISTING PARKING 3

PARKING 6

PARKING 3

24' DRIVE

PARKING 13 STALLS

PARKING 12 STALLS

24' DRIVE

142' B.S.

EXISTING SIDEWALK

BRIARPARK DR.

PROPOSED NEW PEET GARAGE

THE GARAGE
EXISTING BUILDING

64'

ACCESS
TO REAR GARDEN

RE-PARKING
ACCESS
RE-PARKING

PARKING 7 STALLS

17' DRIVE FIRE LANE

280.0'

EXISTING SIDEWALK

142' B.S.

LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into this 18 day of Jan, 2008, by and between Hoppe-Hall, Inc., a Nebraska Corporation, hereinafter referred to as "Landlord", and Patricia A. Westphal and Heinz O. Westphal, D/B/A, The Garage Sports Bar and Grill, Inc., a Nebraska Corporation, hereinafter referred to as "Tenant".

WITNESSETH:

WHEREAS, LANDLORD OWNS BRIARHURST SHOPPING CENTER.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

I. PREMISES

Landlord for and in consideration of the rents hereinafter reserved, and the agreements herein contained, does hereby lease to Tenant the following described premises, including drives, parking area and the building upon a portion of the premises of the Briarhurst Shopping Center, 5551 South 48th Street, Lincoln, Nebraska, 68516, to wit:

Beginning at the Southeast corner of Outlot C, Briarhurst Addition to the City of Lincoln, Nebraska; thence West a distance of 142.85 feet along the South line of Outlot C; thence North a distance of 280 feet thence East a distance of 142.85 feet to a point on the East line of Outlot C; and thence South along the East line of Outlot C a distance of 280 feet to the point of beginning.

II. TERM

The Tenant shall have and hold said premises for a term of three (3) years beginning the earlier of the expiration of the present lease with Ron Bartholomew and Partners or its earlier termination and surrender of the premises.

III. RENT

Base Rent: The Tenant shall pay Landlord as minimum rent for the term:

(1) The fixed minimum rent shall be \$3,900.00 per month (46,800.00 annually) for the term of the lease.

(2) In addition to the fixed minimum base rent as set forth in (1) above, Tenant shall pay Landlord six and one half percent (6.5%) of Gross Sales in excess of the product of the fixed minimum base rent divided by six and one half percent (6.5%) which shall be know as the gross sales trigger amount within thirty (30) days after the end of each lease year of the term, Tenant shall

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provide Landlord with a report of the annual gross sales for the lease year to include all gross sales less deductions allowed thereto by this lease specifically itemized. With such report, Tenant shall pay all lease sums due the Landlord based upon percentage rent less the amounts for such lease year previously paid or credited to Tenant.

The base rent shall be payable in monthly installments due on the 1st of the month. There shall be a late fee of 10% of the amount due assessed upon any rent or other sums not paid when due. *5th paid AW*

(3) Definition of Gross Sales.

The phrase "gross sales", as used in this lease, shall mean the dollar aggregate of:

(a) the entree amount of the price charged for all goods, wares, products and merchandise sold, leased, licensed or delivered, and all charges for all services sold or performed by tenant from all business conducted at, upon or from the leased premises by Tenant, whether made for cash, by check, on credit, charge accounts or otherwise, without reserve or deduction for inability or failure to collect the same, including, but not limited to, transactions:

(i) where the orders therefore originate at or are accepted by Tenant in the leased premises, but delivery or performance thereof is made from or at any other place; all sales made and orders received in or at the demised premises shall be deemed as made and completed herein, even though the payment of account may be transferred to another office for collection, and all orders which result from solicitation off the demised premises, but which are conducted by personnel operating from or reporting to or under the control or supervision of any employee of Tenant, shall be deemed part of gross sales;

(ii) pursuant to mail, telephone, telegraph or other similar orders received or billed at or from the demised premises;

(iii) by means of mechanical or other vending devices;

(iv) origination from whatever source, in which Tenant in the normal and customary course of Tenant's operations would credit or attribute the Tenant's business conducted in the demised premises; and,

(b) all monies or other things of value received by Tenant from Tenant's operation at, upon or from the demised premises which are neither included in nor excluded from gross sales by the other provisions of this definition, but without any duplication, including, without limitation, finance charges. Costs of credit should be treated as a sale for the full price in the month during which such charge or sale is made, irrespective of gross sales for uncollectable credit accounts. Each lease or rental of merchandise shall be treated as a sale during the month for which said lease or rental is made, for a price equal to the total rent payable,

(c) For the purpose of ascertaining the amount of gross sales upon which the payment and percentage rent is to be computed hereunder, the following may be deducted from gross sales:

(i) the exchange of merchandise between stores of Tenant or its subsidiaries where

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such exchanges are made solely for the convenient operation of Tenant's business and not for the purpose of consummating a sale which has been at, upon or from the demised premises;

(ii) returns to shippers or manufacturers;

(iii) sales of trade fixtures after use thereof, which are not part of Tenant's stock and trade and not sold in the regular course of Tenant's business;

(iv) cash or credit refunds made upon transactions included within gross sales, but not exceeding the selling price of the merchandise returned by the purchaser and accepted by the Tenant;

(v) the amount of any local, county, state, or federal tax sales, luxury or excise tax on such sales provided such tax is or both added to the selling price (or absorbed therein) and paid to the tax authority by Tenant (but not by any vendor of Tenant) provided however, no franchise or capital stock tax and no income or similar tax based upon income, profits or gross sales as such, shall be deducted from gross sales in any event whatsoever.

For the purpose of this paragraph, the term "Tenant" shall be deemed to include any of tenants, subtenants or licensees.

IV. OPTION TO RENEW

So long as the Tenant has not been in default more than three (3) times in the previous lease and all terms of this lease have been performed as stated in said lease, Landlord gives the Tenant the option to renew this lease for one (1) additional term of three (3) years. Written notice of the exercise of said option shall be given by the Tenant to the Landlord, not less than six (6) months prior to the expiration of the basic term of this Lease Agreement.

The terms and conditions of this lease shall apply to the renewal term with the exception of the base rent, which shall be negotiated between the Landlord and the Tenant.

V. AUDIT

Landlord shall have the right, upon fifteen (15) days notice to Tenant to cause a complete audit of any or all statements of gross sales and records (including all supporting data and other records from which gross sales may be tested or determined) disclosed in any statement given to Landlord by Tenant and Tenant shall make all such records available for such examination at the office where such records are regularly maintained. Landlord shall have the right to copy and duplicate such information as Landlord may require. If any such audit discloses that the annual gross sales transacted by Tenant exceed those reported, then Tenant shall pay Landlord such additional percentage rent as may so be shown to be payable. The furnishing by Tenant of any false statement shall constitute a breach of this lease. If any audit shall be commenced by Landlord or there shall arise a difference or dispute concerning gross receipts, then in any such event, Tenant's books of accounts and records, (including all supporting data and any other records from which gross sales may be tested or determined) shall be preserved and retained by Tenant until a final resolution or final determination of such dispute or difference. If such audit establishes more base rent due to Landlord,

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Tenant shall pay Landlord the amount so found due within fifteen (15) days. In such event, Tenant shall pay the cost of such audit and cost which shall be deemed additional rent hereunder. If the results of such audit show an amount due to Tenant, the amount due Tenant shall be a credit upon the next monthly sum due from Tenant to Landlord, or if such audit shall occur after the termination of the lease, such amount due shall be paid to Tenant within fifteen (15) days of determination.

VI. SIGNS

Tenant shall not place on any exterior door, wall or window of the premises any sign or advertising matter without first obtaining Landlord's written approval and consent. Tenant agrees to maintain such signs or advertising matter as approved by Landlord in good condition and repair. All signs shall comply with applicable ordinance or other governmental restrictions and the determination of such requirements and the prompt compliance therewith shall be the responsibility of the Tenant. Landlord may in its absolute discretion set reasonable rules regarding signs supplementing this provision but any such rules shall be uniformly applied to all tenants of the Center.

VII. SECURITY DEPOSIT

Not Applicable.

VIII. TENANT'S USE

The Tenant shall use and occupy the leased premises for the purpose of a bar and grill only. Tenant shall not use said premises for a purpose other than a bar and grill facility if such other use is prohibited by one of the other leases in the Briarhurst Shopping Center. The use of the leased premises for a purpose other than a bar and grill facility, either by Tenant or a subtenant of Tenant, shall be approved by Landlord, which approval may be arbitrarily withheld.

IX. TAXES

The parties do further mutually agree that Tenant shall pay to Landlord in addition to the aforementioned minimum and percentage rental fees, all real estate taxes and assessments levied against Briarhurst Shopping Center which are attributable to the building occupied by Tenant, and to the area as outlined in Exhibit "A" or the values created by Tenant's occupancy. Tenant shall pay 25% of the assessed value of the land and 9.98% of the assessed value of the buildings as formulated by the Lancaster County Assessor. If the parties hereto are unable to agree as to the amount due Landlord under the provisions of this clause, the parties mutually agree that any such disagreement shall be resolved through arbitration.

X. PARKING AREA AND COMMON FACILITIES

The use and occupancy by the Tenant of the demised premises shall include the use in common with others of parking areas, service roads, sidewalks, green space, and other common areas as may be designated by the Landlord from time to time. All common areas shall be under the

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exclusive control and management of Landlord but the space under awnings or canopies constructed upon the premises and sidewalks immediately adjacent to the building on the premises shall not be deemed common areas.

Landlord shall maintain the common areas but no interruption of the use of the common areas by reason of repairs, improvements, alteration or other causes shall be deemed to be an eviction or disturbance of the Tenant's use and occupancy of the leased premises nor render the Landlord liable for damages nor relieve the Tenant from any of the agreements herein set forth. For each year during the term of this lease agreement, the Tenant shall pay to the Landlord as additional rent, the expense of maintaining the common areas, included but not limited to, the operating, managing, equipping, lighting, replacing, and maintaining the common areas, specifically including landscaping and gardening, parking lot line painting, lighting, traffic control, if any, sanitary control (not otherwise directly paid by Tenant), removal of snow, trash, rubbish and garbage and other refuse (not otherwise paid by Tenant), liability insurance premiums for the common areas (not otherwise paid by Tenant), cost of all rentals of machinery or equipment in such maintenance, the cost of personnel to implement such services, withholding and Social Security taxes paid in respect of such personnel, depreciation of machinery and equipment reflecting the amount of use in such maintenance and fifteen percent (15%) of all of the foregoing costs to cover the administrative costs relative to the operation of said common areas. Tenant shall pay its proportionate share of such common area maintenance as additional rent. If such services are not separately provided to Tenant, Tenant shall pay as its share of the costs twenty five percent (25%) of the costs for such services for the entire Center together with the actual cost of any services separately provided or as otherwise set forth on an addendum hereto. Landlord may contract with one or more third persons for the performance of all or any portion of such maintenance, which contract shall be included in the cost of such maintenance.

Landlord may annually, or from time to time, estimate the common area maintenance for the premises for payment in monthly or quarterly installments as the Landlord determines. Tenant shall pay such estimated common area maintenance charges as additional rent monthly or quarterly as so charged. No less than annually, Landlord shall reconcile estimated common area maintenance charges to the actual cost therefore. Upon reconciliation, Landlord shall supply Tenant with a statement covering all costs and expenditures for common area maintenance and a determination of Tenant's proportionate share. In the event the amount paid by Tenant as estimated shall be less than its proportionate share the same shall be paid on the next due date of any installment payment of base rent, or in the alternative, any payment made by the Tenant in excess of its share, shall be credited to the next sums due from Tenant. Said statement may contain a determination by Landlord of the monthly sum to be paid by Tenant during the succeeding months of the next lease year, which shall thereafter be paid as additional rent.

The portion of such common area maintenance expenses to be paid by Tenant will be calculated by the Landlord in good faith to spread all of such expenses among the tenants benefited by such expenses as determined by Landlord and may be based on a ratio of the area of the premises to the total leasable area of the Center benefited by the maintenance.

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XI. RULES, LAWS, ORDINANCES AND GENERAL CONDITIONS

Tenant agrees to promptly comply with all laws, ordinances, orders and regulations affecting the premises and the cleanliness, safety and operation and use thereof. Tenant also agrees to comply with the recommendations of the Insure of the premises with respect to the premises.

Tenant agrees not to:

- (a) Permit any unlawful or immoral practice to be carried on or committed on the premises;
- (b) Make any use of or allow the premises to be used for any purpose that might invalidate or increase the rate of insurance thereof;
- (c) Keep or use or permit to be kept or used on said premises any inflammable fluids or explosives without the written permission of the Landlord first had and obtained;
- (d) Use the premises for any purpose whatsoever which might create a nuisance or injure the reputation of the Center;
- (e) Deface or injure the building or premises;
- (f) Overload the floor;
- (g) Commit or suffer any waste; or
- (h) Use or dispose of any toxic chemicals, substances or materials except as in accord with local, state or federal law as now enacted or as subsequently amended on or from the premises.

Tenant further covenants and agrees to:

- (i) Keep its store continuously, fully stocked with high quality saleable merchandise;
- (j) Keep its store fully staffed with employees;
- (k) Use its best efforts to achieve a maximum sales volume in and from the premises;
- (l) Not cease operation in said premises without the express written consent of the Landlord, unless prevented from doing business therein by reason of applicable ordinances or other acts of governmental authorities, or by acts of God, or conditions beyond the control of Tenant;
- (m) To conduct Tenant's business at all times in a clean, first class, high grade manner, consistent with reputable business standards and practices. If there is an association of the

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businesses (merchants association) in the Center, Tenant agrees to maintain membership in such association and to pay all reasonable annual dues and assessments required by such association, and in addition, to participate in any reasonable joint planning, promotion and advertising, which said association, may do.

Landlord may create, amend, modify, add or delete reasonable rules and regulations for the use and care of the premises, the building of which the premises are a part, the common use areas and the Center. Tenant agrees to comply and cause its employees and agents to comply with all such rules and regulations upon notice to Tenant from Landlord of such rules or upon the posting of same in such place within the Center as Landlord may designate. Failure of Tenant to cure any violations of rules and regulations by Tenant, its employees or agents, within twenty-four (24) hours after receipt of written notice, or such other time as provided in the notice, shall constitute a default under this lease.

Landlord authorizes Tenant to hold Friday night "Auto Night" under the following terms and conditions:

1. Tenant assumes all responsibility and liability for invitees'/customers' actions and hereby indemnifies Landlord against any and all claims or cause of action, of whatever kind and nature, that arises out of or is related to the Auto Night activities. Tenant further releases and waives any claims against Landlord arising out of or related to Auto Night activities.
2. Tenant agrees to take sufficient measures to ensure that invitees'/customers are adequately in control and in compliance with law and city regulations.
3. Tenant shall clean the entire parking lot of the Briarhurst Center after each Friday Auto Night, so that the lot is in clean condition on Saturday morning.
4. Tenant shall prevent auto customers from parking by open merchants during business hours of each retail Tenant.
5. Tenant agrees to pay any and all cost for repair or damage to property at the Briarhurst Center resulting from or arising out of Friday Auto Night. Upon written demand of Landlord, said cost shall be immediately due and payable. Failure to pay amounts due under this section shall be considered a default in rent and shall incur interest at 18% per annum from the date due.

For the enforcement of such rules, Landlord shall have all remedies in this lease provided for breach of the provision hereof.

XII. LANDLORD IMPROVEMENTS

The Landlord reserves the right to make improvements, alterations or additions to said shopping center, at any time, provide that such improvements, alterations or additions shall not

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materially change the access to, location of area of the leased premises, and provided that such improvements, alterations or additions shall not materially vary the location of buildings from the plot plan of the Briarhurst Shopping Center which is attached hereto as Exhibit "A" and made a part hereof by this reference, and provided further, that Tenant shall not obstruct the view to the north by any building or signs.

XIII. TENANT IMPROVEMENTS

The Tenant shall not make any improvements or alterations to the leased premises without submitting plans and specifications for such improvements or alterations to the Landlord and securing the Landlord's written consent thereto which consent will not be unreasonably withheld. The Tenant shall pay all costs of such improvements or alterations, shall provide evidence of such payment to the Landlord upon request, and shall hold the Landlord harmless from all costs, liens and damages, including attorneys' fees, arising there from.

The Tenant shall not install any sign or advertisement or fixture on any part of the exterior of the leased premises without securing the Landlord's written consent thereto, which consent shall not be unreasonably withheld. The Tenant shall, at the Tenant's expense maintain any exterior sign or other advertisement or fixture.

The Tenant may add an outdoor patio after plans and specs are provided and proper permits are obtained from the City of Lincoln. Landlord will try to accommodate four parking stalls to install this patio but cannot guarantee City approval.

XIV. REPAIR AND MAINTENANCE OF PREMISES

The Tenant shall, at the Tenant's expense, maintain the structural and exterior portions of the leased premises including the drive and parking areas, including the signs or other advertisements or fixtures installed by the Tenant. Maintenance of the drive and parking area shall be to the same standard as maintenance of the common area in the balance of the shopping center. Tenant shall keep all sidewalks adjacent to the building and premises free from snow, ice, and other obstructions.

The Tenant agrees within the first six months after signing this lease to repair the northeast roof and soffit on the exterior and also the southwest sidewalk after finding the water leak and having it repaired. Tenant also agrees to repair and remodel the men's and women's restroom and also the kitchen area on the interior of the building at Tenant's expense.

XV. UTILITIES

The Tenant shall, at the Tenant's expense, maintain, repair, and replace the interior portion of the leased premises, including interior/exterior doors and glass, and all fixtures and equipment appurtenant to the lease premises. Tenant shall perform all custodian work on the premises and keep the premises clean and tidy.

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The Tenant shall pay all utility charges attributable to the leased premises. No interruption of utility service by reason of causes beyond the reasonable control of the Landlord shall be deemed to neither be an eviction or a disturbance of the Tenant's use and occupancy of the leased premises nor relieve the Tenant from any of the agreements herein set forth.

Tenant shall pay for all utility services for use in or on the premises, including gas, electricity, garbage removal and domestic water. All such utilities shall be separately metered for the premises and the Tenant shall apply to the applicable utility company for service and directly pay therefore.

Landlord shall not be liable for any interruption or failure in the supply of utilities to the premises.

XVI. CONDITION OF PREMISES

Tenant takes the premises "as is" and subject to easements and restrictions of record and the special use permit upon the premises. Tenant's taking of possession of the premises shall be conclusive evidence of Tenant's acceptance thereof in good order and satisfactory condition. Tenant agrees that no representations representing the condition of the premises and that no promises to decorate, alter, repair or improve the premises, either before or after the execution hereof, have been made by Landlord or its agents to Tenant unless the same are contained herein or made a part hereof.

If there are easements and restrictions of record which materially interfere with construction of the intended improvements upon the premises then either Landlord or Tenant can cancel this lease upon written notice. If after reasonable effort the land use regulation of the premises is not changed to allow for the intended use of the premises then this lease may be terminated by either party.

XVII. LANDLORD'S DUTY TO REPAIR

Landlord shall have no duty to repair or maintain the premises but may enter upon the premises for repair or maintenance when, in the discretion of Landlord, Tenant has failed to perform the same, provided however, that Landlord has first given Tenant notice to perform such maintenance and the Tenant has failed for the period of thirty (30) days to do so. Any cost or expense of Landlord in performing such maintenance shall be additional rent hereunder. Landlord may, and reserves the right to, reasonably change the landscape on the green areas of the premises, but such changes shall not materially interfere with Tenants use of the premises.

XVIII. LANDLORD'S ACCESS TO PREMISES

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

The Landlord may enter and inspect the leased premises at any reasonable time or times.

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XIX. INSURANCE

The Tenant shall submit to the landlord evidence of public liability insurance with limits of not less than \$2,000,000.00 general aggregate, \$1,000,000.00 each occurrence, and \$1,000,000.00 products and completed operations aggregate, and shall hold the Landlord harmless from any loss or damage which the Landlord may sustain by reason of claims or actions by any person arising from the use and occupancy of the leased premises by the Tenant.

The Tenant waives and releases any and all claims against the Landlord in respect of injuries or damage to persons or property sustained by the Tenant or any other persons, arising from any existing or future condition, from the operation or malfunction of any machinery, equipment or fixtures, or from any accident or other occurrence on or about the leased premises in said Shopping Center, unless such injuries or damage shall be caused by the affirmative acts of negligence of the Landlord.

All property of the Tenant which may be on or about the leased premises shall be at the risk and responsibility of the Tenant. The lessee waives and releases any and all claims, against the Landlord and all present and future Tenants of premises in said Shopping Center, in respect of damage to property of the Tenant or in the custody of the Tenant on or about the leased premises which damage is of a type covered by a standard policy of fire and extended coverage insurance. The Landlord Waives and releases any and all claims against the Tenant in respect of damage to the leased premises or said Shopping Center which damage is of a type covered by a standard policy of fire and extended coverage insurance. All rights of subrogation of the Landlord's and Tenant's respective fire and extended coverage carriers shall be subject hereto.

Landlord, beginning on the first day of occupancy and during the full term or until earlier termination of this lease, shall cause all improvements owned by the Landlord on the demised premises and those improvements added by the Tenant to be duly insured in an amount not less than 100% of the actual cash value thereof against perils of fire and extended coverage. Either party may, at not less than two (2) year intervals, demand a reappraisal of the actual cash value to be determined by mutual agreement, but on failure to agree, by appraisal to be made by a third party selected by the parties. If there are pressure vessels on the demised premises, now or during the term of this lease, Landlord will cause insurance to be placed to protect the property against the hazards of the operation or location of this equipment on the premises. The proceeds of any such insurance paid on account of the perils aforesaid will be used to defray the costs of repairing the damage done to said improvement. If the lease is cancelled due to the destruction of the premises as provided hereafter, such proceeds need not be devoted to such repair, restoration, or reconstruction but may be retained by the Landlord. The Tenant agrees to pay all the costs of such insurance required by this lease and section in addition to the rents herein provided to be paid by the Tenant. The policy or policies will be in the name of the Landlord and Tenant as their interests may appear, and the Landlord agrees to release the Tenant from liability for damage covered under the above-mentioned policies. The policy shall contain a provision that the Landlord and Tenant shall be notified by the insurance company of such non-renewal, material change, modification or cancellation of such insurance coverage by at least ten (10) days notice and the policy shall contain a provision waiving any subrogation right of the insurance company to recover damages against either Tenant or Landlord by reason of any sums paid by the insurance company under said insurance company under said insurance policy.

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XX. DAMAGE BY FIRE OR OTHER CAUSALTY

In the event the leased premises shall be destroyed or damaged by fire or other casualty so as to render the leased premises unsuitable for occupancy, then the Tenant may, at its option, require Landlord to reconstruct the premises to the original condition prior to such damage or destruction. Should the Tenant require Landlord to reconstruct said leased premises, as provided herein, and the insurance proceeds from the policies of insurance covering said premises are not adequate to pay the cost of such reconstructions, then the additional amount shall be paid by Tenant. If the damage or destruction to the leased premises is less than 50% of the value of such premises, then Tenant shall have the right to require repair or reconstruction, regardless of the remaining unexpired portion of the lease. Notwithstanding the foregoing, if such damage or destruction exceeds 50% of the value of the leased premises, then Landlord may elect to terminate the lease.

In the event of the termination of this Lease Agreement at any time subsequent to the date of such destruction or damage in accordance with the provisions herein set forth, the rent herein reserved shall be prorated on a daily basis and be paid or rebated, as the case may be, to the date of such termination. In the event that this Lease Agreement is not terminated subsequent to such destruction or damage, the rent herein reserved shall not abate from the date of such destruction or damage to the date upon which the leased premises shall become suitable for occupancy by the Tenant, except for the period in excess of six (6) months that the premises shall be unsuitable for occupancy.

XXI. EMINENT DOMAIN

In the event that all or a substantial portion of the leased premises or the common areas shall be taken or condemned by a competent authority for any public use or purpose, so as to render the leased premises unsuitable for occupancy, in the discretion of the Tenant, this Lease Agreement shall terminate on the date when possession thereof shall be required for such use or purpose, and the rent herein reserved shall be prorated to the date of such termination.

All condemnation awards and damages shall be paid to the parties as their interests may appear.

In the event that a less than substantial portion of the leased premises or the common areas shall be taken or condemned by a competent authority for any public use of purpose which materially interferes with the use or intended use of the building by the Tenant, to the extent that Tenant does not exercise its right to terminate this Lease, as provided herein, then there shall be a pro-rata reduction in the percentage rental fees upon the occurrence of such taking. In the event the parties cannot agree upon the amount of the reduction in rent, then such matter shall be submitted to arbitration.

XXII. SUBORDINATION

The Tenant shall not assign this Lease Agreement, nor allow any transfer of or lien upon the Tenant's interest in the Lease Agreement by operation of law, nor sublet all or any portion of the

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leased premises, nor permit the use or occupancy of all or any portion of the leased premises by anyone other than the Tenant and the employees, agents and business invitees of the Tenant, without securing the written consent of the Landlord thereto, which consent shall not be unreasonably withheld.

Upon the written request of the Landlord, the Tenant shall execute, acknowledge and deliver any and all instruments necessary or required to subordinate this Lease Agreement and the Tenant's rights hereunder to the lien of any mortgage or other encumbrance upon said Shopping Center or any portion thereof, provided, however, that Tenant shall not be required to subordinate this lease agreement and the Tenant's rights hereunder to a lien, mortgage or other encumbrance for funds which are not used in connection with the Briarhurst Shopping Center.

The Tenant hereby irrevocably appoints the Landlord as the attorney-in-fact of the Tenant, with full power and authority to execute, acknowledge and deliver any such instruments in the name of the Tenant, in the event that the Tenant shall fail to comply with the written request of the Landlord within fifteen (15) days from and after the date of such request.

XXIII. DEFAULT

The following are events of default:

- (a) Failure to pay any rent, additional rent, or any other sum required hereby when due;
- (b) Breach of any non-monetary obligation of Tenant under the lease;
- (c) Vacancy or abandonment of the premises;
- (d) Discontinuance of Tenant's business;
- (e) Transfer of lease by operation of law to any other person; and
- (f) Insolvency or bankruptcy of debtor (subject to the bankruptcy clause herein).

Five (5) days after notice of monetary default and fifteen (15) days after notice of non-monetary default or in the event notice of any default has been given within the previous twelve months five (5) days after monetary default and fifteen (15) days after non-monetary default, Landlord may, without further notice of default or otherwise:

- (a) Immediately accelerate all sums remaining due under the lease; and/or
- (b) Terminate such lease; and/or
- (c) Pursue any remedy at law or in equity to include suit for possession of the premises.

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Except as provided in Article XXII, (Bankruptcy), the lease shall not be deemed terminated unless Landlord gives written notice to Tenant of election to terminate. Regardless of whether the lease has been terminated, Landlord shall have and is hereby expressly given the right to reenter said premises upon de fault with or without legal process without notice, to remove the personal property, effects, or signs of Tenant or other occupants of the premises and, if the Landlord so desires, to relet the premises or any part thereof upon such terms, and to such person or persons and for such period or periods as Landlord desires in its absolute discretion, and in case of such reletting, the Tenant shall be liable to the Landlord for the difference between the amount due under the lease and the amounts realized by the Landlord by such reletting after deduction of the rent received by the Landlord from such reletting and the expenses of recovering possession, reletting, altering and repairing the premises and collecting rent therefrom. However, Landlord shall have no duty to relet the premises.

Any sum not paid when due shall bear interest at eighteen percent (18%) per annum from the date due.

Tenant shall pay all costs of the Landlord in collecting rent, additional rent, or in enforcing the obligations of this lease, including attorney fees. Damages upon breach shall include all rent or additional rent due Landlord for the remaining term, reasonable costs of restoring, renovating or improving the premises for a substitute tenant, all at the discretion of Landlord reasonably applied, and any and all other damages allowed by law. The acceptance of a tenant by Landlord in place of Tenant shall constitute only satisfaction protanto of the obligations of Tenant.

The service of a three-day (3) notice, demand for possession, notice that the tenancy hereby created will be terminated on the date therein named, institution of an action of forcible detainer or ejectment, or the entering of a judgment for possession in such action, or any other act or acts resulting in the termination of Tenant's rights to possession of the premises shall not relieve Tenant from Tenant's obligation to pay the rent or additional rent hereunder during the balance of the term or any extension thereof, except as herein expressly provided. The Landlord may collect and receive any rent hereunder during the balance of the term or any extension thereof, except as herein expressly provided. The Landlord may collect and receive any rent due from Tenant, and the payment thereof shall not constitute a waiver of or affect any notice or demand given, suit instituted or judgment obtained by Landlord, or be held to waive, affect, change, modify or alter the rights or remedies which Landlord has in equity or at law or by virtue of this lease.

Any other act which infers recognition of the tenancy shall not operate as a waiver of Landlord's right to terminate this lease, or constitute any extension thereof, or operate as an extension of this lease, or preclude Landlord from the enforcement of any of the covenants or agreements in this lease.

XXIV. BANKRUPTCY OR INSOLVENCY

This lease is a commercial shopping center lease with regard to interpretation under Title 11 of the United States Code. Upon entry of an order for relief of the Tenant under any chapter of Title 11 the trustee or debtor in possession shall have sixty (60) days to assume the lease by giving Landlord notice of assumption together with cure of all defaults or adequate assurance of such cure, and adequate assurance of future performances defined herein, otherwise this lease shall be deemed rejected. If deemed rejected debtor, trustee, or debtor in possession shall peaceably quit the premises

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as upon termination. Upon rejection, Landlord shall retain the right to claim in such preceding all damages occasioned by Tenant's default or lease termination to the maximum allowed by the Bankruptcy Code.

Adequate assurance of future performance shall be:

- (1) Maintaining on deposit with Landlord an amount equivalent to three (3) months base rent plus one-half the estimated additional rent for the current lease year as security for the timely payment of the obligations of the lease;
- (2) Payment monthly of the base rent plus the estimated monthly additional rent; and
- (3) Performance of any nonmonetary obligation of Tenant as if Tenant had not become subject to relief under Title 11 of the U.S. Code.

Debtor, trustee, or debtor in possession may not assign this lease unless Landlord is adequately assured that the assignee is capable of performing each and every term of this lease; that the assignee's intended use does not conflict with the use of any other lease within the Center; that the assignee's intended use complements the other tenants of the Center in the absolute discretion of Landlord; and, that the assignee agrees to be bound by each and every term of this lease.

Notwithstanding the foregoing, the Landlord's right to be compensated for damages in the bankruptcy proceeding shall remain.

XXV. SURRENDER OF PREMISES

Upon termination of this Lease Agreement, by completion of the term, the Tenant shall

- (a) Deliver possession of the lease premises to the Landlord in as good condition as at the commencement of the term hereof, ordinary wear and casualty damage accepted.
- (b) Leave undisturbed on the leased premises all improvements and non trade fixtures.
- (c) Remove from the leased premises all fixtures owned by Tenant and other personal property of the Tenant, provided that the Tenant shall, at the Tenant's expense, repair any damage to the leased premises arising from the removal of such trade fixtures or personal property.
- (d) Pay to the Landlord monthly rent, computed on the basis of the rent herein reserved, for each month or portion thereof that the Tenant retains possession of the leased premises or any portion thereof after the termination of this Lease Agreement and pay to the Landlord any damages the Landlord may sustain by reason of such retention. The acceptance by the Landlord of such monthly rent after the termination of this Lease Agreement shall not be construed to be a renewal of this Lease Agreement or to prejudice any rights of the Landlord hereunder.

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XXVI. SUCCESSORS AND ASSIGNS

No waiver by the Landlord of a default by the Tenant shall be implied, and no express waiver shall be extended beyond the default and period specified. No term or condition of this Lease Agreement shall be construed to have been waived by the Landlord, unless the Tenant shall have secured such waiver from the Landlord in writing. The invalidity or unenforceability of any term or condition of this Lease Agreement shall not be construed to prejudice the enforceability of any other term or condition hereof. The word Tenant shall be construed as plural in all cases where more than one person shall have executed this Lease Agreement as Tenant and the obligations of each of such persons for the performance of the terms and conditions hereof shall be joint and several. This Lease Agreement shall not be amended or modified, except by a written instrument executed by both the Landlord and the Tenant. This Lease Agreement shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the Landlord and the Tenant.

XXVII. ARBITRATION

In the event any matter or dispute hereunder is submitted to arbitration, then the arbitration procedure shall be as follows:

Each party shall appoint a representative, and the two representatives shall appoint a third person for the purpose of resolving said dispute. The parties mutually agree that they shall be bound by the three representatives with reference to any dispute arising hereunder.

XXVIII. NOTIFICATION

Landlord shall not permit any bar and grill style restaurant to be operated at the Briarhurst Shopping Center, other than the restaurant to be operated by Tenant, without first obtaining the written consent of Tenant, which consent will not be withheld unreasonably.

XXIX. UNPERFORMED COVENANTS OF TENANT

In the event Tenant shall fail to comply with and perform any of the covenants, conditions or agreements herein contained on the Tenant's part to be performed, Landlord shall have the right (but not be obligated) to perform any such covenants, conditions or agreements, and the Tenant agrees to pay to the Landlord on demand, as additional rent hereunder, a sum equal to the amount expended by the Landlord in the performance of such covenants, conditions or agreements. In the event Landlord shall perform any such covenants conditions or agreements, Tenant agrees that the Landlord, its agents or employees, may enter the premises and that such entry and such performance shall not constitute an eviction of Tenant, in whole or in part, nor relieve Tenant from the continued performance of all covenants, conditions and agreements of this lease, and further agrees that Landlord shall not be liable for any claims for loss or damage to Tenant or anyone claiming through or under Tenant.

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XXX. WAIVER - NONE

The failure of the Landlord to insist upon a strict performance of any of the covenants or conditions of this lease or to exercise any right or option herein confirmed in any one or more instances shall not be construed as a waiver or relinquishment for the future of any such covenants, conditions, rights or options, but the same shall remain in full force and effect; and the doing by the Landlord which Land lord is not obligated to do hereunder shall not be deemed to impose any obligation upon the Landlord to do any such act or thing in the future or in any way change or alter any of the provisions of this lease.

The acceptance of rent or additional rent upon default or while a default is ongoing or any other accommodation shall not be deemed a waiver unless set forth in writing and signed by the waiving party.

Landlord warrants and represents that Landlord has good title to the premises, has the right to make and grant the Lease and all renewals, and that the Tenant's contemplated uses of the premises as set forth in Section VII do not violate, in any manner, any of the exclusive use rights granted by Landlord to other tenants in the Center.

Otherwise, Tenant takes the premises "as is" and subject to easements and restrictions of record and the special use permit upon the premises. Tenant's taking possession of the premises shall be conclusive evidence of Tenant's acceptance thereof in good order, satisfactory condition and with the Landlord's improvements required hereby. Tenant agrees that no representations representing the condition of the premises and that no promises to decorate, alter, repair or improve the premises, either before or after the execution hereof, have been made by Landlord or its agents to Tenant except as will be set forth in plans and specifications for the building to be constructed on the premises.

XXXI. INDEMNIFICATION

Tenant agrees at all times to comply, fully and in a timely manner, and to cause all employees, agents, contractors, and subcontractors of Tenant and any other person occupying or present on the premises to comply with all applicable federal, state, and local laws, regulations, guidelines, codes, and other legal requirements relating to the generation, use, handling, storage, treatment, transport, and disposal of any fuels, petroleum products, regulated materials or hazardous materials placed upon premises during the term of the Lease or hereafter located or present on the premises. Tenant agrees to indemnify and hold Landlord harmless from and against any and all claims, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, remedial action requirements, enforcement actions of any kind, and all costs and expenses incurred in connection therewith (including, but not limited to, attorney fees and expenses), arising directly or indirectly, in whole or in part, out of any failure of Tenant, its employees, agents, contractors, subcontractors, or other such persons to comply with any of such laws, regulations, guidelines, codes, ordinances, or other legal requirements. Tenant agrees to promptly clean up or abate any spill on, or contamination of, the premises or any other premises arising from the business operations on the premise.

Tenant hereby agrees to defend, pay, indemnify and save free and harmless Landlord and/or any fee owner or agent underlying lessors of the demised premises from and against any and all

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claims, demands, fines, suits, actions, proceedings, orders, decrees and judgments of any kind or nature by, or in favor of, anyone whomsoever and from and against any and all costs and expenses, including reasonable attorney fees, resulting from, or in connection with, losses of life, bodily or personal injury, or property damage arising directly or indirectly out of, from, or on account of any occurrence in, upon, at, or from the demised premises or occasioned wholly, or in part, through the use and occupancy of the demised premises or any improvements therein or appurtenances thereto or

Tenant or the respective employees, agents or contractors in, upon, at, or from the demised premises or its appurtenances except nothing herein mentioned shall excuse or exculpate Landlord or its employees, agents or contractors from its or their insured negligence or willful acts, and in such cases, the indemnification and hold harmless provided herein shall not apply.

All rights and remedies of Landlord herein created or otherwise existing at law are cumulative and the exercise of one or more rights or remedies shall not be taken to exclude or waive the right to the exercise of any other. All such rights and remedies may be exercised and enforce concurrently and whenever and as often as Landlord shall deem desirable.

XXXIII. NOTICES

All notices to be given pursuant to this lease shall be addressed to Landlord:

HOPPE HALL, INC.
P.O. Box 6035
Lincoln, NE 68516

Or

HOPPE HALL, INC.
5631 South 48th Street, Suite 290
Lincoln, NE 68516

Notice to Tenant shall be deemed to have been fully given if hand delivered to Tenant's premises in the Center and left with Tenant or an employee of Tenant or when placed in the regular United States Mail, postage prepaid, addressed as aforesaid. Tenants address: 5551 South 48th Street, Lincoln, NE 68516

XXXIV. HOLDING OVER

Any holding over after the expiration of the term with the consent of Landlord shall be construed to be a tenancy from month to month at monthly rent and additional rent equal to one and one half times the rent and additional rent for the last month of the term and otherwise under all terms and conditions of this lease.

XXXV. TRADE FIXTURES

Tenant agrees, at Tenant's expense, to install any such trade fixtures as are necessary for Tenant's operation and such fixtures shall remain the property of the tenant.

XXXVI. MEMORANDUM OF LEASE

Upon request of the Landlord or Tenant, the parties shall execute a Memorandum of Lease in recordable form.

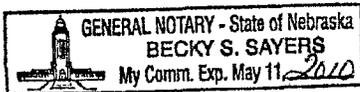
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THE GARAGE SPORTS BAR AND GRILL, INC.,
Tenant

By Heinz O. Westphal
Heinz O. Westphal, Secretary

STATE OF NEBRASKA)
) ss.
LANCASTER COUNTY)

The foregoing instrument was acknowledged before me on the 18 day of January, 2008, by Heinz O. Westphal, Secretary, of The Garage Sports Bar and Grill, Inc., a Nebraska Corporation



Becky S. Sayers
Notary Public

GUARANTY OF LEASE

We hereby request Hoppe-Hall, Inc. (hereinafter "Landlord") to lease to The Garage Sports Bar and Grill, Inc., a Nebraska Corporation, Tenant, the space known as 5551 South 48th St., Briarhurst Center, Lincoln, Nebraska 68516 and in consideration of such lease, the undersigned, Patricia A. Westphal and Heinz O. Westphal, hereby unconditionally guarantee to Hoppe Hall, Inc. and its sole owner Hoppe, Inc. prompt payment and performance when due, of each and all monetary and non-monetary obligations under said lease and any renewal or renewals thereof, together with any other indebtedness (now existing or hereafter incurred) of said Landlord to said Tenant.

In the event of default of the Tenant or to make any payment to or perform any obligation for the Landlord when due, we agree, without the Landlord having to proceed against the Tenant, to pay or perform on demand all sums or obligations due, and to become due, to the Landlord from the Tenant and all losses, costs, attorney's fees, or expenses which the Landlord may suffer by reason of Tenant's default.

We hereby waive notice of the acceptance of this guaranty and of the giving of credit or benefit under the lease from time to time; and consent to any number of extensions or renewals of any lease or any note, indebtedness or liability for any periods without notice to me, and waive notice of nonpayment of the same and any renewals thereof.

Handwritten initials/signature

Briarhurst & Briarpark Parking Calculations

1-17-08

BRIARHURST:

- Building SF = 51,600
- Deduct Restaurant (Sushi Bar) = -3,350
- Deduct Commons Area = -1,220

Total Retail/Commercial = 47,030 SF

1 Stall / 300 SF @ 47,030 SF = 157 Stalls Required

- Restaurant Parking
Sushi Bar (3,350 SF) + Penalty Box (4,752 SF) = 8,102 SF

1 Stall / 100 SF @ 8,102 SF = 82 Stalls Required

157 Retail/Commercial Stalls + 82 Restaurant stalls = 239 Stalls Required

Existing Stalls Shown on Plan = 207
Cross Street Parking Agreement = +21
Total Existing Parking = 228 239 - 228 = 11 Stalls Short

BRIARPARK:

- Building SF (all Retail/Comm.) = 40,000
(36,000 + 4,000)

1 Stall / 300 SF @ 40,000 SF = 134 Stalls Required

Existing Stalls = 177

177 - 21 (cross street parking above) = 156 Stalls

156 - 11 (stalls needed from above) = 145 Existing Stalls

145 Existing Stalls - 134 Required = 11 Stalls in Surplus

Available Offsite Parking = 11 Stalls

AMC / paw