



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

April 11, 2008

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

Mayor Beutler and Members of the City Council:

An investigation has been made regarding the application of The Alley, 1029 'M' Street requesting an addition to their current liquor license CK-66319.

They have requested that an addition be added to the beer garden.

The new license will read one story irregular shaped building 50 x 116 foot including an L shaped beer garden 51 x 44 foot.

The manager of this license is current on his required training.

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



STATE OF NEBRASKA

5-5-08  
@ 130

Dave Heineman  
Governor

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

FILED

March 25, 2008

LINCOLN CITY CLERK  
555 SOUTH 10TH STREET  
SUITE 103  
LINCOLN NE 68508

MAR 26 2008

A8-027708

CITY CLERK'S OFFICE  
LINCOLN, NEBRASKA

RE: Alley Inc. License CK-66319

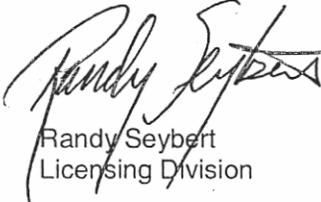
1029 W ST.

The above referenced licensee has submitted a request for an **addition** to the license changing the description to read; **ONE STORY IRREGULAR SHAPED BUILDING 50ft X 116ft INCLUDING AN L SHAPED BEER GARDEN 51ft x 44ft TO THE NORTH**

Please present this request to your board and send us the results of that action.

Sincerely,

NEBRASKA LIQUOR CONTROL COMMISSION



Randy Seybert  
Licensing Division

rs

cc: file

Rhonda R. Flower  
Commissioner

Bob Logsdon  
Chairman

Commissioner

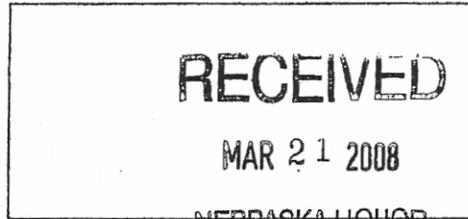
*An Equal Opportunity/Affirmative Action Employer*

**APPLICATION FOR ADDITION,  
DELETION, CHANGE OF LOCATION,  
RECONSTRUCTION**

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

Website: [www.lcc.ne.gov](http://www.lcc.ne.gov)

FEE \$45.00



NEBRASKA LIQUOR  
CONTROL COMMISSION

RS

LICENSEE'S NAME Alley, Inc

TRADE NAME The Alley

PREMISE ADDRESS 1029 - 1031 M. St

CITY/COUNTY Lincoln Ne 68513

LICENSE NUMBER 66319 PHONE NUMBER 402-984-0711

**PLEASE CHECK ONE OF THE FOLLOWING**

ADDITION  RECONSTRUCTION  DELETION

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

Address From: \_\_\_\_\_

Address To: \_\_\_\_\_

- 1) Include a sketch of the proposed area to be licensed (8 1/2 x 11 paper - no blueprints) 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 located in, call the city or county clerk
- 4) In order to clarify your changes, an attached explanation is always welcome

**AFFIDAVIT**

The above reference request, as filed, will comply with the rules and regulations of the Nebraska Liquor Control Act.

Josh E. Ralle  
Signature of licensee

Subscribed in my presence and first duly sworn to before me on this 21<sup>st</sup> day of

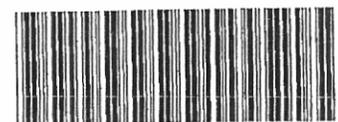
March, 2008.

Christine S. Hartman  
Notary Public signature and seal



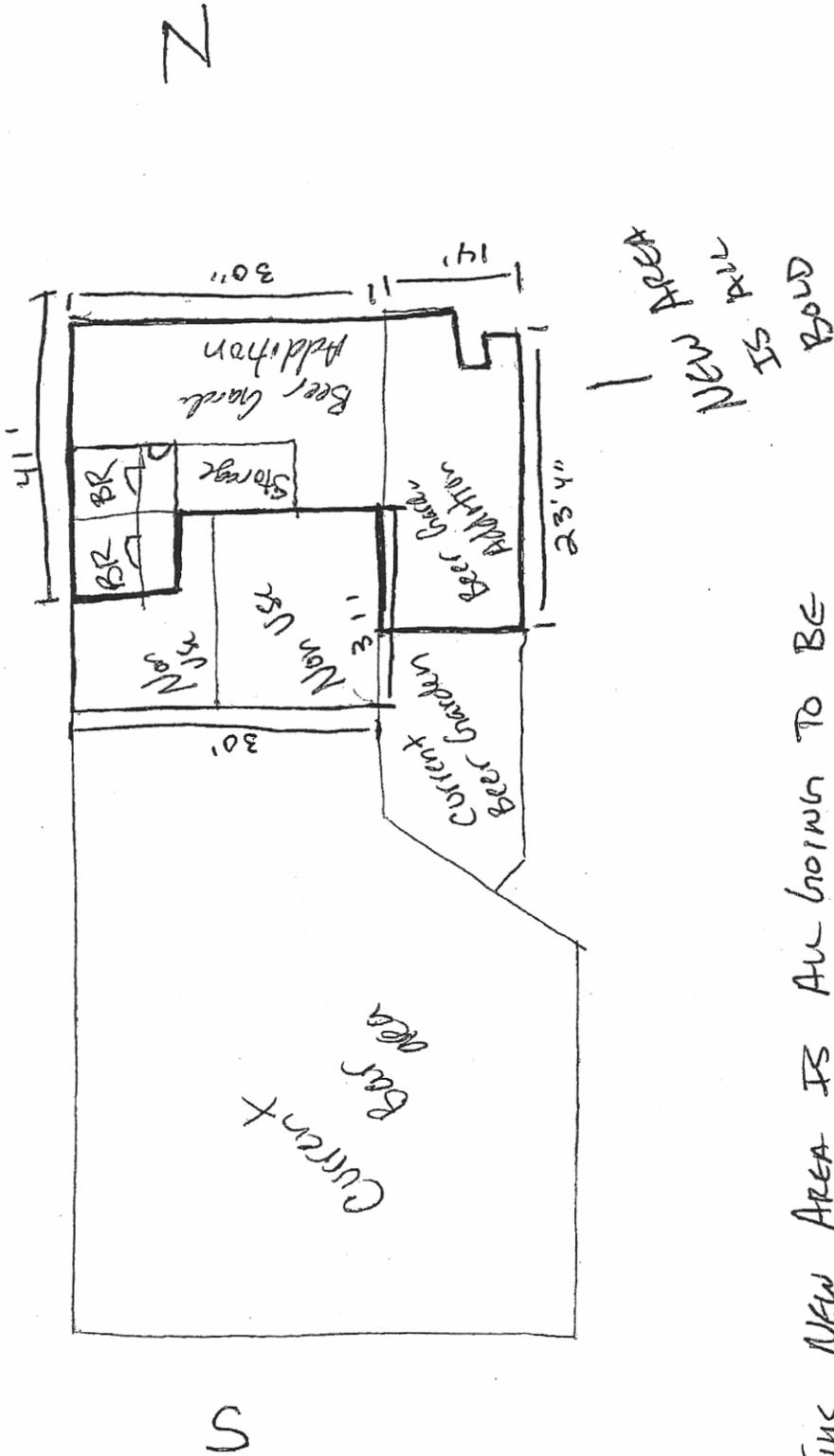
GENERAL NOTARY - State of Nebraska  
CHRISTINE S. HARTMAN  
My Comm. Exp. July 4, 2009

FORM 35-4179



0800006175

Rct 173427  
Bus 3970 - 45



THIS NEW AREA IS ALL GOING TO BE A BEER GARDEN WITH 6 FOOT FENCE. IT WILL INCLUDE A INSIDE AREA THAT HAS BEEN APPROVED BY THE CITY.

Alley inc lease

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into effective the 1<sup>st</sup> day of December, 2004, by and between JJK Investments hereinafter referred to as "Landlord", and, ~~The Alley~~, hereinafter referred to as "Tenant".

ALLEY, INC. KH.

Landlord hereby leases to Tenant premises situated upon the following described real estate to wit:

Lot 3, Block 87, Original Plat of Lincoln, Lancaster County, Nebraska. 1031 M Street, Lincoln, Nebraska.

Together with the license area and improvements located thereon, upon the following terms and conditions:

1. Term of Lease. This Lease is for a term of ninety (99) years, commencing on the 1<sup>st</sup> day of December, 2004 and terminating on the 30<sup>th</sup> day of November 2103.

2. Payment of Rental. Tenant shall pay Landlord for the use of and occupancy of the premises rent in the amount of \$2400.00 per month.

3. Use and Occupancy. Use of the premises and property herein leased shall be subject to the following:

A. The Tenant shall occupy the premises for the purpose of operation of a bar/lounge service business.

B. Tenant will not carry on or permit upon the leased premises an offensive, noisy or dangerous trade, business or occupation or any nuisance.

C. Tenant will not use the leased premises for any illegal purpose nor shall it permit any business or activities to be conducted in or upon said premises or any part thereof that is contrary to or in violation of the laws or ordinances of any government authority.

*always inc's lease*

- D. The Tenant shall not use, store, hold, or handle any recyclables or other substances, items or materials containing hazardous wastes, such as car batteries, solvent barrels, transformers, and the like; provided that the Tenant may use pesticides or insecticides as necessary to keep the premises free from insects and pests, so long as such use does not cause contamination of the premises.
- E. Tenant shall, at its cost and expense, comply with all laws, statutes, ordinances, rules and regulations of any governmental authority having jurisdiction concerning environmental matters, including, but not limited to, any discharge into the air, waterways, sewers, soil or groundwater of any hazardous material or pollutant.
- F. The Tenant shall not use, store, hold or handle any substance on the premises which is defined by local, state or federal law as hazardous wastes, substances, or materials, or for which a manufacturer's safety data sheet is required by local, state or federal law.
- G. The Tenant agrees to abide by the provisions of any covenants applicable to the subject property. A copy of the covenants shall be provided to the Tenant by the Landlord upon the Tenant's request.
- H. The Tenant shall not carry on or permit the outside storage of any equipment, machinery, products, recyclables, or any other materials or items.

As used in this lease, the terms "hazardous wastes", "hazardous substances" and "hazardous materials" shall have the meanings ascribed to them under local, state, and federal laws, statutes, rules and regulations including, but not limited to the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), as amended, the Resource Conservation and Recover Act of 1976 (RCRA), as amended, the Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977 (FWPC), and the Safe Drinking Water Act (SDWA), as amended, and shall include petroleum products, asbestos, insecticides and pesticides.

alley incs lease

4. Improvements by Tenant. Tenant shall have the right to install machinery, equipment and improvements that it may deem necessary in the conduct and carrying on of its business, and only with the prior written consent of the Landlord. All permanent improvements installed by the Tenant shall remain with the property at the conclusion of the Lease term, unless otherwise agreed in writing between the parties.

Repairs and Maintenance. The Tenant agrees to maintain the premises in good condition.

6. Indemnification. Tenant hereby covenants and agrees that it will indemnify, protect and hold Lessor harmless against and for all claims, demands, causes of action, damages, suits or costs whatsoever asserted by any person, firm or corporation whomsoever arising out of or in any way connected with the maintenance and operation of the Tenant's business on the leased premises or the use or occupancy of said premises by Tenant, and that it will reimburse Landlord for all costs and expenses which may be incurred by Landlord in connection with any claims, demands, causes of action or suits. More particularly, and not by way of limitation of the foregoing, if Tenant breaches the obligations set forth in this Agreement pertaining to hazardous wastes, substances, or materials, thereby resulting in contamination of the premises or any other property or waters, or if contamination of the premises by hazardous wastes, substances, or materials otherwise occurs for which Tenant is legally liable to the landlord or others for damage resulting therefore, then Tenant shall indemnify, defend and hold the Landlord harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including, without limitation, diminution in value of the premises; damages for the loss or restriction on use of rentable or useable space or of any amenity of the premises; damages arising from any adverse impact on marketing of the premises; and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) which arise during or after the term of the lease as a result of such breach of this Agreement or contamination. This indemnification of Landlord by Tenant includes, without limitation, costs incurred (including governmental oversight costs) in connection with any investigation of site conditions or any design, cleanup, remedial, removal, restoration, or any other related work or activity required in any manner by any local, state or federal authority due to the existence of contaminants in or about the premises. Without limiting the foregoing, if the premises become contaminated by any hazardous wastes, substances, or materials in, under, or upon the premises due to any act or omission by the Tenant, or by Tenant's guests or invitees, the Tenant shall promptly take all actions at its sole expense as are necessary to return the premises to the condition existing prior to the introduction of any hazardous wastes, substances, or materials in, under, or upon the premises, provided that Landlord's approval of such actions shall (to the extent reasonably possible) first be obtained, which approval shall not be unreasonably withheld so long as these actions would not potentially have any material adverse long-term or short-term effects on the premises.

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51 760

alley inc's lease

7. Utilities. The Tenant agrees to promptly pay all bills rendered for water, gas, electricity or other utilities used by it in the leased premises during the term of the lease.

8. Insurance. Landlord shall insure the premises for hazards; the Tenant shall provide its own insurance coverage for contents and liability.

9. Taxes. During the term of this lease, Landlord shall be responsible and liable for the payment of all real estate taxes and special assessments levied against the described property.

10. Insured Casualty. If the demised premises are partially damaged by fire or other insured casualty but not rendered untenable, the same shall be repaired with due diligence by the Landlord at its expense. The Landlord shall receive all insurance proceeds paid by virtue of said loss (except for contents coverage maintained by Tenant). If such damage shall be so extensive as to render the premises untenable, the rent shall be proportionately paid up to the time of such damage, and shall thereafter abate until such damage shall be repaired and the premises put in good order; and if the Landlord shall not elect to repair or restore the building and shall give notice in writing of such election to Tenant, then this Lease shall terminate forthwith without liability to either party from and after the date of such damage, except that each party shall remain liable for all damages and liabilities arising prior to the date of such damage.

11. Default. If the premises described hereinabove shall be deserted or vacated, or if proceedings are commenced against Tenant in any court under a bankruptcy act or for the appointment of a trustee or receiver of Tenant's property, either before or after commencement of the lease term, or if there shall be a default in the payment of rent or any part thereof for more than ten (10) days, or if there shall be default in the performance of any other covenant, agreement, condition, rule or regulation herein contained or hereafter established on the part of the Tenant for more than ten (10) days after written notice of such default by the Landlord, this Lease (if the Landlord so elects) shall thereupon become null and void, and the Landlord shall have the right to re-enter or repossess the leased property, either by force, summary proceedings, surrender or otherwise, and dispossess and remove therefrom the Tenant or other occupants thereof and their effects. In such case, the Landlord may, at its option, relet the leased property or any part thereof as the agent of the Tenant, and the Tenant shall pay the Landlord the difference between the rent hereby reserved and agreed to be paid by Tenant for the portion of the term remaining at the time of re-entry or repossession and the amount, if any, received or to be received under such reletting for such portion of the term. The above-stated right of Landlord to re-enter and repossess the subject property is in addition to, and not exclusive of, any other rights

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51 761

# Alley Inc's lease

Landlord has under this Agreement. Landlord specifically reserves the right to bring suit at any time for any money due hereunder where Tenant is delinquent, and shall, in such case, recover not only such money as due, but also costs and attorney's fees as provided by law.

12. Additional Remedies. The specified remedies to which the Landlord may resort under the terms of this lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which the Landlord may be lawfully entitled in case of any breach or threatened breach by the Tenant of any provision or provisions of this contract. The failure on the part of either party to exercise any option or remedy at the time of any default shall not operate as a waiver of the right of said party to exercise such option or remedy for the same or any subsequent default at any time thereafter.

13. Condemnation. If the whole of the premises, or if such portion of either the premises or the facilities in the building as may be required for the reasonable use of the premises shall be taken by any condemnation, notice of condemnation, or eminent domain proceeding, or by purchase in lieu thereof, this Lease shall automatically terminate as of the date of such condemnation or purchase in lieu of condemnation, or as of the date possession is taken by the condemning authority, whichever is earlier. Current rent shall be apportioned as of the date of such termination. In case of a taking of a part of the premise or a portion of the facilities in the building not required for the reasonable use of the premises, then this Lease shall continue in full force and effect and the rental shall be equitably reduced based on the proportion by which the rentable area of the premises is reduced, such rent reduction to be effective on the date of such partial taking.

14. Termination. Either party may terminate this lease upon written notice to the other at least ninety (90) days before the end of the existing term, or any renewal thereof. At the expiration of this lease, whether by lapse of time or otherwise, Tenant shall, without notice, render to Landlord possession of the leased premises in as good condition as when received by Tenant, excepting acts of God, fire, reasonable wear and tear, or damages and causes beyond the control of Tenant. It is understood and agreed that Tenant shall accept the leased premises, building and improvements without any warranty, express or implied; that Landlord does not and will not, either expressly or impliedly, warrant or guarantee the material, workmanship or completeness of the premises or their fitness or condition for any purpose.

15. No Assignment. Tenant shall not assign this lease or any interest therein and shall not sublet the leased premises or any part thereof without the written consent of the Landlord, which consent shall not be unreasonably withheld.

16. Right to Enter. Tenant shall permit Landlord and its agents, upon reasonable notice to Tenant, except in emergencies, to enter upon the premises for the purposes of inspecting and repairing the premises and for showing the premises to any prospective

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51 762

Alley Inc's Lease

purchaser or tenant of the building.

17. Entire Agreement. It is expressly understood and agreed by Landlord and Tenant that there are no promises, agreements, conditions, understandings, inducements, warranties or representations, oral or written, express or implied, between them, other than as herein set forth, and that this Lease shall not be modified in any manner except by an instrument in writing executed by the parties.

18. Binding Effect. This Lease shall extend to and be binding upon Landlord and Tenant and their respective successors, heirs, and assigns.

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

LANDLORD:

J J K Investments

By:

*Kandy Hallett*

TENANT:

The Alley, LLC.

By:

*Kandy Hallett*

6  
**RECEIVED**

NOV - 5 2004

NEBRASKA LIQUOR  
CONTROL COMMISSION

51 763

*proof of ownership  
by landlord*  
LAND CONTRACT

**RECEIVED**

NOV 9 2005

**NEBRASKA LIQUOR  
CONTROL COMMISSION**

THIS AGREEMENT is made this 1st day of November, 2004, by and between Ernisse Investments, a partnership, Terry J. Ernisse and Teresa L. Ernisse, husband and wife, hereinafter referred to as "Seller", and JJK Investments, LLC, a Limited Liability Company, Josh Hallett, a single person, Jamie Michael, a single person, and Kandy Hallett, a married person, hereinafter referred to as "Buyer".

Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, on the agreed terms, the real estate and appurtenances and fixtures therein and thereon in the County of Lancaster and the State of Nebraska, legally described as:

Lot 3, Block 87, Original Plat of Lincoln, Lancaster County, Nebraska  
1029 "M" Street, Lincoln, Nebraska

If any personal property is included, it is described on an Exhibit "A" attached hereto. The above real estate, appurtenances and fixtures will sometimes be described as the "Property".

1. Seller shall furnish Buyer with a current title insurance commitment before closing and a title insurance policy insuring marketability. The parties agree that the following title company shall provide the title insurance commitment and policy: Nebraska Title Company, Lincoln, Nebraska. Buyer agrees that should a valid title defect exist, Seller has reasonable time to correct said defect, not to exceed thirty (30) days from the date of the title commitment. If the title defects are not cured within such time period, the Buyer may declare this Agreement null and void, and the earnest money deposit shall be refunded.
2. The parties acknowledge that Seller is still indebted to Lincoln Federal Savings Bank relative to a Deed of Trust on the Property and Seller agrees to continue making the required payments on said Deed of Trust until the same is paid in full and released. In addition, Seller agrees not to further encumber or receive advances on the Property without the written consent of Buyer. This Deed of Trust shall be paid in full by Seller or released by Lincoln Federal Savings Bank at or prior to delivery of the final balloon payment by Buyer hereunder.
3. Buyer agrees not to encumber the Property without the written consent of Seller, which consent shall not be unreasonably withheld.
4. In the event the above Property is held by more than one Seller as joint tenants, the intention of the parties is that the joint tenants shall continue to have, receive and hold the benefits and proceeds accruing to the said joint tenants on account of this Contract, whether realty or personalty, as joint tenants; and that in the event of the death of one, the entire interest of the deceased party in the Property herein described and in the proceeds payable under this Contract shall vest in the surviving joint tenant, and upon full performance by Buyer, surviving joint tenant may execute a deed conveying all of the interest of the joint tenants in said premises.
5. Buyer agrees to pay Seller for the Property the sum of Two Hundred Thirty Thousand Dollars (\$230,000.00) payable as follows: One Thousand Dollars (\$1,000.00), earnest money deposit, previously deposited with Seller and hereby acknowledged,

Twenty-Nine Thousand Dollars (\$29,000.00) shall be paid in cash at closing, and Two Hundred Thousand Dollars (\$200,000.00), being the balance of the purchase price, with interest on the unpaid balance from this date at the rate of 7.5% per annum, will be paid in periodic installments commencing December 1, 2004, with an initial installment in the sum of \$1,611.29, and thereafter on the same day of each and every month for 59 months until November 1, 2009, at which time the entire remaining balance of unpaid principal, interest and any other sums then outstanding shall be due and payable. Payments shall apply first towards the payment of interest and the remainder, if any, shall apply towards the payment of principal and any other sums outstanding. Buyer shall have the right to prepay at anytime in any amounts without penalty. A partial prepayment shall not extend the due dates or reduce the amounts of the monthly installments unless Seller so agrees in writing.

The parties agree to be bound for federal and state income tax purposes to the following fair market value allocation of the above purchase price:

- (a.) Real Estate \$200,000.00; and
- (b.) Equipment and bar accessories \$30,000.00.

6. In the event that Buyer shall fail to make any payment of principal and/or interest within ten (10) days of the date the same shall become due, Buyer shall be obligated to pay to Seller, in addition to all other charges and sums due hereunder, a delinquency charge of Fifty Dollars (\$50.00) for each occurrence. This sum is simply a delinquency charge which is paid to offset the additional expenses of Seller caused by such delinquency and shall not be considered or construed as an interest charge on money or as a forbearance.

7. Buyer agrees to keep the Property insured against Fire and extended coverage in an amount equal to full replacement value in insurance companies approved by Seller and to name the Seller as an insured. Buyer shall obtain and maintain general liability insurance in a reasonable amount on the premises and shall name the Seller as an insured. The Seller shall be supplied with originals of the policies or insurance certificates showing such insurance is in full force and effect, premiums prepaid.

8. This transaction shall be closed on November 1, 2004. Seller may elect to utilize either Nebraska Title Company or Seller's attorney as closing agent for this transaction. Closing fees shall not exceed the sum of \$350.00. Possession shall pass from Seller to Buyer on date of closing, or such other date as Buyer and Seller may mutually agree. Seller shall have removed all of their personal property not sold by this agreement by the date of closing or possession, whichever is first.

9. The expenses of this transaction shall be paid, or credit given in lieu thereof, as follows:

- (a.) Seller shall pay for one-half of title insurance fees and all costs or charges for perfecting or conveying title;
- (b.) Seller shall pay for any documentary or revenue stamps required to be affixed to the Deed;
- (c.) Buyer shall pay for one-half of title insurance fees;

(d.) Buyer shall pay for recording the Deed; and

(e.) Each party shall pay their own attorney fees, except that each party shall pay one-half of closing fees and one-half of escrow fees.

10. Buyer agrees to pay when due all real estate and property taxes, including special assessments levied or assessed, after the date hereof. Real estate and property taxes for the current year shall be prorated between Buyer and Seller as of the date of closing on the basis of the levy for the preceding year. Buyer shall pay into an escrow account, to be set up by and with the Seller, an amount with each installment sufficient so that the subsequent year's real estate taxes can be paid when due out of said escrow.

11. Buyer shall pay the cost of all utilities for the Property after the date of closing.

12. Buyer reserves the right of paying any sum in excess of said installments on any payment date, with the right to a credit on the purchase price for the purpose of stopping interest. All payments are to be made by direct deposit to Seller's bank account with Lincoln Federal Savings Bank.

13. Unless Seller is otherwise notified in writing of a change of address, any notice to be sent to Buyer is sufficient if sent, effective when mailed with postage prepaid, to the Buyer at 1029 "M" Street, Lincoln, Nebraska 68508. After default, any amounts due under this Contract shall bear interest at the maximum rate allowed by law at the time of default.

14. Buyer agrees to pay any tax levied or assessed upon this Contract, or on the debt or obligation secured by this Contract excluding only such taxes as may be the legal responsibility of the Seller in the real estate.

15. If Buyer fails to perform the covenants and agreements herein contained, Seller may do and pay for whatever is necessary to protect the value of the property and Seller's rights in the property, including the paying of any sum secured by a lien upon the property, the paying of any real estate taxes and special assessments, or insurance premiums for policies required herein, appearing in Court, paying reasonable attorney fees and entering the property to make repairs. Any amount disbursed by Seller under this paragraph shall become an additional debt of Buyer, to bear interest from the date of disbursement and said amount, together with the then unpaid principal amount, shall bear interest at the highest lawful rate until refunded by Buyer.

16. Buyer agrees to commit no waste on the Property and to keep the Property in good repair.

17. Buyer in consideration of the execution of this Contract assigns, transfers and sets over to Seller as security for the payment of this Contract, as long as the Contract remains executory and unperformed by Buyer, all of the rents and revenues derived from any rental of the Property and Buyer, and during the time of default, authorizes Seller to rent the Property and/or to collect the rents and apply the rentals to the payment of any obligations or sums due Seller under this Contract. Upon full performance by Buyer this assignment shall be void.

18. It is agreed that when the full purchase price (including interest and any other

sums) shall have been paid, Escrow Agent will furnish and deliver to Buyers, or to their survivors, a warranty deed conveying said Property free and clear of all liens and encumbrances, except as provided for in this Contract, subject, however, to:

- (a.) Zoning and building restrictions and regulations of the applicable political subdivision and amendments and additions thereto, in effect at the date of closing;
- (b.) Property taxes not delinquent at the date of closing;
- (c.) Any state of facts an accurate survey may show;
- (d.) Covenants, agreements, easements and restrictions now or hereafter recorded against or affecting the property;
- (e.) Any encroachments, variation between record lines and fences or walls, and the right, if any, or any utility company to maintain and operate lines, wires or cables over, under or upon the property; and
- (f.) Any liens or encumbrances created by or arising by reason of any acts of Buyer.

19. The parties hereto hereby designate Dana V. Baker, P.C., L.L.O. of Lincoln, Nebraska, as escrow agent, herein called "Escrow Holder", and agree that one-half of the Escrow Holder's fee shall be paid by Buyer and one-half of said fee shall be paid by Seller. Escrow fees shall be the sum of \$100.00.

20. Seller agrees, at time of closing, to deliver to Escrow Holder, the Warranty Deed executed by Seller. Said Escrow Holder shall be and is hereby authorized and directed to deliver said deed to Buyer upon the occurrence of the following:

- (a.) The parties agree to execute and file a Notice of Land Contract against said real estate.
- (b.) Payment by Buyer of the deferred payments of principal above-mentioned, with interest at the times specified, and upon notification from Seller that Buyer complied with all other terms and conditions hereof.
- (c.) The following documents shall be deposited with Escrow Holder:
  - 1. The Warranty Deed;
  - 2. An executed copy of this Agreement;
  - 3. The title insurance policy;
  - 4. Filed copy of Notice of Land Contract; and
  - 5. Other instruments as the parties may agree.

21. Buyer and Seller agree to sign any additional documents or agreements.

which may be reasonably required by the above named Escrow Holder to complete the escrow arrangement herein provided for.

22. It is agreed that if Buyer fails, refuses, or neglects to pay the purchase money or interest as contracted, or fails to keep and perform any of the other conditions of this Agreement, then at the Seller's option, Seller may declare the whole amount of the contract price remaining unpaid due and collectible immediately upon ten (10) days notice to Buyer, and may maintain an action at law or equity to recover the amount due. In the event of waste however, Seller is not required to give the foregoing notice, the contract being in default immediately.

23. Upon an event of default, Seller may have a receiver appointed or Seller may be put into possession. In such event Buyer waives any notice of appointment of a receiver.

24. It is further agreed that if Buyer should default in keeping the conditions of this Agreement, time being of the essence, then at Seller's option, Seller may cancel this Contract, upon thirty (30) days notice, and in the event of the exercise of this option by Seller, any payments made under this Contract shall be considered as rent for the use of the premises and shall be so applied by Seller.

25. It is further agreed that failure by Seller to exercise an option of default, or any of them, at any time shall not constitute a waiver to later elect the same or any other option as to that breach, or any subsequent breach by Buyer.

26. Buyer shall be entitled to possession of the Property so long as Buyer shall comply with the terms of this Agreement, but upon failure to comply, the right of Buyer to possession shall immediately terminate, and Buyer shall surrender possession of the Property to Seller.

27. Without the prior written consent of Seller, which shall not be unreasonably withheld, Buyer, either directly or indirectly through any contract, agreement, option, arrangement, understanding or other device whatsoever, shall not:

- (a.) Sell, assign, transfer or otherwise convey the Property or this Agreement or the Buyer's right, title or interest;
- (b.) Lease the Property while at the same time granting any option for purchase of the property or assignment of Buyer's rights, title or interest therein; or
- (c.) Enter into any contract for the conveyance of the Property or Buyer's interest therein or to this Agreement.

28. Any breach hereof shall be deemed a default.

29. The parties hereto respectively bind themselves, their heirs, assigns, successors, and legal representatives, to the faithful performance of this Agreement.

30. This Contract shall not be assigned by Buyer unless prior consent by Seller has been obtained.

31. The terms used in this Contract shall apply irrespective of number or gender as the context requires.

32. This Contract is to be interpreted by Nebraska law.

33. The provisions of this Land Contract shall be severable and if any word, phrase, or provision hereof is determined to be unenforceable, the remaining words, phrases, and provisions shall remain valid and enforceable and unaffected thereby.

34. To show their agreement of the above, the parties sign their names below on the day and year shown above.

RECEIVED

NOV 9 2004

SELLER:  
ERNISSE INVESTMENTS,  
A Partnership

BUYER:  
JJK INVESTMENTS, LLC,  
A Limited Liability Company

NEBRASKA LIQUOR  
CONTROL COMMISSION

By: Terry J. Ernisse  
Terry J. Ernisse, Partner

By: Josh Hallett  
Josh Hallett, Manager

By: Teresa L. Ernisse  
Teresa L. Ernisse, Partner

By: Jamie Michael  
Jamie Michael, Member

Terry J. Ernisse  
Terry J. Ernisse, an Individual

By: Kandy Hallett  
Kandy Hallett, Member

Teresa L. Ernisse  
Teresa L. Ernisse, an Individual

Josh Hallett  
Josh Hallett, an Individual

Jamie Michael  
Jamie Michael, an Individual

Kandy Hallett  
Kandy Hallett, an Individual

STATE OF NEBRASKA }  
COUNTY OF LANCASTER } SS.

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of November, 2004, by Terry J. Ernisse, Partner of Ernisse Investments, a Partnership, on behalf of the Partnership, Seller.

GENERAL NOTARY - State of Nebraska  
DANA BAKER  
My Comm. Exp. Sept. 24, 2008

[Signature]  
Notary Public

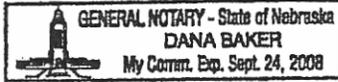
RECEIVED

NOV 9 2003

STATE OF NEBRASKA }  
COUNTY OF LANCASTER } SS.

NEBRASKA LIQUOR CONTROL COMMISSION

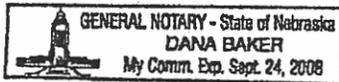
The foregoing instrument was acknowledged before me this 1st day of November, 2004, by Teresa L. Emissse, Partner of Emissse Investments, a Partnership, on behalf of the Partnership, Seller.



*[Signature]*  
Notary Public

STATE OF NEBRASKA }  
COUNTY OF LANCASTER } SS.

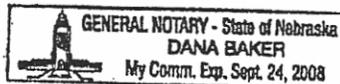
The foregoing instrument was acknowledged before me this 1st day of November, 2004, by Terry J. Emissse, as an Individual, Seller.



*[Signature]*  
Notary Public

STATE OF NEBRASKA }  
COUNTY OF LANCASTER } SS.

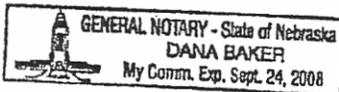
The foregoing instrument was acknowledged before me this 1st day of November, 2004, by Teresa L. Emissse, as an Individual, Seller.



*[Signature]*  
Notary Public

STATE OF NEBRASKA }  
COUNTY OF LANCASTER } SS.

The foregoing instrument was acknowledged before me this 1st day of November, 2004, by Josh Hallett, Manager of JJK Investments, LLC, a Limited Liability Company, on behalf of the Limited Liability Company, Buyer.



*[Signature]*  
Notary Public

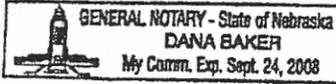
RECEIVED

NOV 9 2008

STATE OF NEBRASKA }  
COUNTY OF LANCASTER } SS.

NEBRASKA LIQUOR  
CONTROL COMMISSION

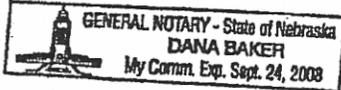
The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of November, 2004, by Josh Hallett, as an Individual, Buyer.



*Dana Baker*  
\_\_\_\_\_  
Notary Public

STATE OF NEBRASKA }  
COUNTY OF LANCASTER } SS.

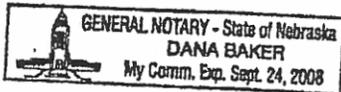
The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of November, 2004, by Jamie Michael, as an Individual and as a Member of JJK Investments, LLC, Buyer.



*Dana Baker*  
\_\_\_\_\_  
Notary Public

STATE OF NEBRASKA }  
COUNTY OF LANCASTER } SS.

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of November, 2004, by Kandy Hallett, as an Individual and as a Member of JJK Investments, LLC, Buyer.



*Dana Baker*  
\_\_\_\_\_  
Notary Public