

## RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA RECOMMENDING TO THE NEBRASKA LIQUOR CONTROL COMMISSION, APPROVAL OF THE APPLICATION FOR ADDITION TO THE CLASS L LIQUOR LICENSE FOR LUCKY BUCKET BREWING LLC DBA LUCKY BUCKET BREWING COMPANY, LA VISTA, NEBRASKA.

WHEREAS, Lucky Bucky Brewing LLC dba Lucky Bucket Brewing Company, 11941 Centennial Rd., La Vista, Sarpy County, Nebraska, has applied to the Nebraska Liquor Control Commission for an addition to their Class L Liquor License to add access and a storage cooler, and

WHEREAS, the Nebraska Liquor Control Commission has notified the City of said application, and

WHEREAS, the City has adopted local licensing standards to be considered in making recommendations to the Nebraska Liquor Control Commission, and

WHEREAS, said licensing standards have been considered by the City Council in making its decision.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, hereby recommend to the Nebraska Liquor Control Commission approval of the application for the addition to the Class L Liquor License submitted by Lucky Bucky Brewing LLC dba Lucky Bucket Brewing Company, 11941 Centennial Rd., La Vista, Nebraska.

PASSED AND APPROVED THIS 1ST DAY OF MAY, 2012.

CITY OF LA VISTA

\_\_\_\_\_  
Douglas Kindig, Mayor

ATTEST:

\_\_\_\_\_  
Pamela A. Buethe, CMC  
City Clerk

## **Pam Buethe**

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**From:** Bob Lausten  
**Sent:** Monday, April 23, 2012 9:28 AM  
**To:** Pam Buethe  
**Subject:** RE: Agenda items

The police department has reviewed both plans submitted and have not identified any law enforcement concerns.

Robert S. Lausten  
Chief of Police  
La Vista Police Department  
7701 S. 96th St.  
La Vista, Nebraska 68128  
(402) 331-1582 FAX: (402) 331-7210

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**From:** Pam Buethe  
**Sent:** Friday, April 20, 2012 9:22 AM  
**To:** Bob Lausten  
**Subject:** Agenda items

Bob,  
Please review these two requests for additions to liquor license areas and send me your comments. If I could have those by Wednesday, that would be great.  
Thank you  
Pam

*Pamela A. Buethe, CMC  
City Clerk  
City of La Vista  
8116 Park View Boulevard  
La Vista NE 68128  
Phone: (402) 331-4343  
Fax: (402) 331-4375  
[pbuethe@cityoflavista.org](mailto:pbuethe@cityoflavista.org)*

# STATE OF NEBRASKA

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)

April 17, 2012

LA VISTA CITY CLERK  
8116 PARK VIEW BLVD  
LA VISTA NE 68128 2198

Dear Clerk

The below licensee has requested an **ADDITION**:

LICENSE #: **L-84859**  
LICENSEE NAME: **LUCKY BUCKET BREWING LLC**  
TRADE NAME: **LUCKY BUCKET BREWING COMPANY**  
ADDRESS: **11941 CENTENNIAL RD**  
CITY/COUNTY: **LA VISTA/ SARPY**  
PREMISE PHONE: **402-763-8868**

OLD DESCRIPTION: **ONE STORY AREA APPROX 45' X 77'**

NEW DESCRIPTION: **ONE STORY AREA APPROX 45' X 77' INCLUDING ACCESS & STORAGE COOLER APPROX 20' X 40'**

Please present this request to you city/village/county board and send us a copy of their recommendation. If recommendation of denial or no recommendation is made the Commission has no alternative but to cease processing this request.

  
Randy Seybert  
Licensing Division  
Nebraska Liquor Control Commission

rs  
cc: file

Janice Wiebusch  
Commissioner

Bob Batt  
Chairman  
An Equal Opportunity/Affirmative Action Employer

William Austin  
Commissioner

**APPLICATION FOR ADDITION  
TO LIQUOR LICENSE**

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)

Office Use

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JUL 27 2012  
NEBRASKA LIQUOR  
CONTROL COMMISSION

**Application:**

- Must include processing fee of \$45.00 made payable to Nebraska Liquor Control Commission
- Must include a copy of the lease or deed showing ownership of area to be added
  - This is still required even if it's the same as on file with our office
- Must include simple sketch showing existing licensed area and area to be added, must include outside dimensions in feet (not square feet), direction north. No blue prints.
- May include a letter of explanation

25

LIQUOR LICENSE # L-84859

LICENSEE NAME Lucky Bucket Brewing, LLC

TRADE NAME Lucky Bucket Brewing Company

PREMISE ADDRESS 11941 Centennial Rd, Suite 1

CITY La Vista

CONTACT PERSON Zac Triemert

PHONE NUMBER OF CONTACT PERSON 402-213-5903

**Complete the following questions:**

- 1) Are you adding on to your building? ☒ Yes ☐ No
- Include a sketch of the area to be added showing:
    - existing building
    - outside dimensions (in feet)
    - direction north

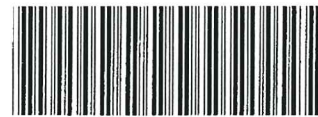
- 2) Are you adding an outdoor area? ☐ Yes ☒ No

**If an outdoor area (check one of the following)**

☐ 012.07 "Beer garden" shall mean an outdoor area included in licensed premises, which is used for the service and consumption of alcoholic liquors, and which is contained by a fence or wall preventing the uncontrolled entrance or exit of persons from the premises, and preventing the passing of alcoholic liquors to persons outside the premises. (examples may include, but are not restricted to sand volleyball, horseshoe pits...)

OK #1652  
#45-mm

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1200007724



☐ 012.08 "Sidewalk cafe" shall mean an outdoor area included in licensed premises, which is used by a restaurant or hotel with a restaurant license, for the service of meals as well as alcoholic liquors, and which is contained by a permanent fence, wall, railing, rope or chain, defining the licensed area, provided that one open entrance not to exceed eight (8) feet shall be allowed.

What type of permanent fencing will you be using? \_\_\_\_\_

- Include a sketch of the area to be added showing:
  - existing building
  - outside dimensions (in feet)
  - direction north

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MAR 27 2012

NEBRASKA LIQUOR  
CONTROL COMMISSION

ZAC TRIEMERT

Print Name of Signature

[Signature]

Signature of Licensee or Officer

State of Nebraska

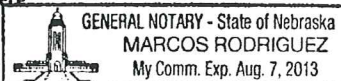
County of Sarpy

The forgoing instrument was acknowledge before  
me this 3/23/2012  
Date

[Signature]

Notary Public Signature

Affix Seal Here



27 2012

~~SECRET~~

ON

LAVISTA, NEBRASKA

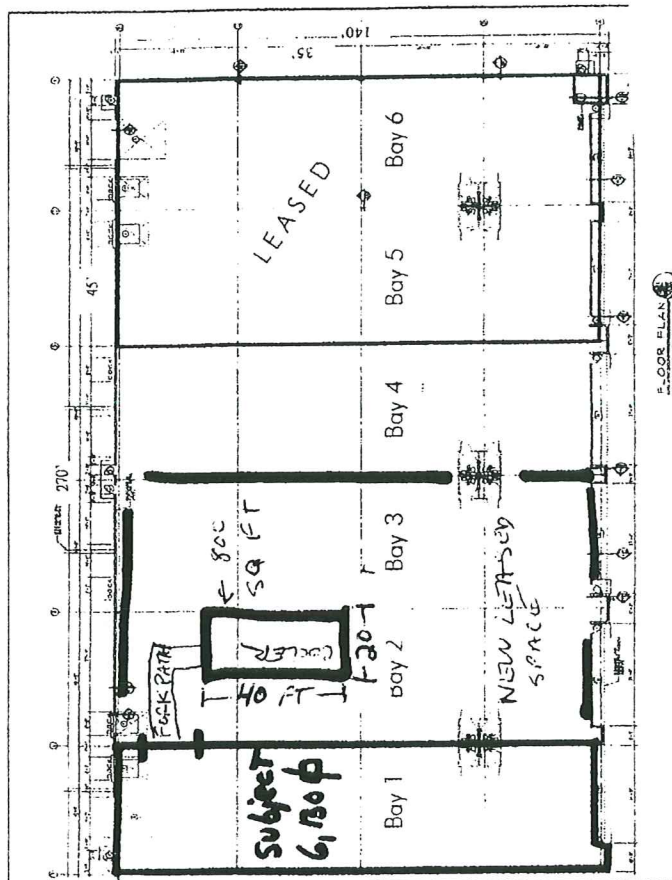
FLOOR PLAN:

**David H. Maenner**  
T 402.697.5862  
david.maenner@cbre.com

CB Richard Ellis/MEGA  
14301 FNB Parkway, Suite 100  
Omaha, NE 68154  
T 402.334.8877  
F 402.334.8976

[www.cbre.com/omaha](http://www.cbre.com/omaha)

**100** A CENTURY OF SERVICE  
1901-2001



18,374	total	50 ft
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17-03239-1

37006. CE taking this is the date and the change of above from survey to the date before date. However, we have not wanted to convey any more information, namely to represent an area. It is a simple subject for the property, all other general change of price, rental or other conditions, and the least of having an individual without notice. We include projections, opinions, assumptions or estimates for example only, and they may not represent current or future performance of the property. You and your real estate industry should consider your own best guess of the property and market.

**CBRE**  
CB RICHARD ELLIS

# CHAR-DEB PROPERTIES LLC

## Business Property Lease

THIS LEASE is entered into this 7 day of March, 2009, between Char-Deb Properties, L.L.C., a Nebraska limited liability company, Landlord, and Quaff, LLC, a Nebraska limited liability company, Tenant.

### PREMISES

1. Landlord leases to Tenant at 11941 Centennial Road Suites # 1, La Vista, Nebraska 68128 (the "Premises"), containing approximately 6,130 square feet of area as depicted on attached Exhibit "A", on the following terms and conditions. The Premises consist of a single bay of a commercial building located on the real property legally described as:

LOT 33 BROOK VALLEY II BUSINESS PARK, La Vista, Sarpy County, Nebraska

and referred to in this Lease as the "Real Estate".

### TERM

2. This lease shall be for a term of 74 months, beginning on the first day of April, 2009, and ending on the 31<sup>st</sup> day of May, 2015, unless terminated earlier as provided in this Lease. Upon execution of this lease, and reasonable notification to Landlord, Tenant may store and install equipment in the Premises prior to the commencement date of the lease. Should the commencement date be delayed then the expiration date shall be adjusted correspondingly. Within 30 days after the commencement date, Landlord and Tenant shall execute a commencement date agreement, which shall clarify the commencement and expiration dates. Any partial months of the term shall be prorated.

### USE OF PREMISES

3. The Premises are leased to Tenant only for use in Tenant's business, which includes the production of beer and distilled spirits. Tenant may use the Premises for general office purposes, promotion, sales (including sales directly to the public), warehousing, and distilling / brewery functions and other functions incidental to Tenant's business. Tenant agrees to use the Premises in such a manner as to not interfere with the rights of other tenants in the Real Estate, to comply with all applicable governmental laws, ordinances, and regulations in connection with its use of the Premises, to keep the Premises in a clean and sanitary condition, and to use all reasonable precaution to prevent waste, damage, or injury to the Premises.

### RENT

4.(a) **Base Rent.** The total Base Rent under this Lease is (\$156,376.30). Tenant agrees to pay rent to Landlord at 19791 Cougar Avenue, Honey Creek, IA 51542, or at any other place Landlord may designate in writing, in lawful money of the United States, in monthly installments in advance, on the first day of each month, as follows:

6,130	Sq. Footage		True	Less:	Actual	Actual	
	Months Sq. Ft.	Base PSF	Monthly Base	TI Credit PSF	Base Rent PSF	Monthly Base	Total Actual
Months 1 - 2	2 6,130	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Months 3-38	36 6,130	\$ 4.50	\$ 2,298.75	\$ 0.54	\$ 3.96	\$ 2,022.90	\$ 72,824.40
Months 39-62	24 6,130	\$ 5.00	\$ 2,554.17	\$ 0.54	\$ 4.46	\$ 2,278.32	\$ 54,679.60
Months 63- 74	12 6,130	\$ 5.25	\$ 2,681.88	\$ 0.54	\$ 4.71	\$ 2,406.03	\$ 28,872.30
Averages	74				\$ 4.66		\$ 156,376.30

(b) **Operating Expenses.** In addition to the Base Rent, Tenant shall pay its pro rata share of Operating Expenses of the Real Estate of which the Premises are part, parking areas, and grounds. "Operating Expenses" shall mean the costs, subject to the limitations in this subsection, of maintaining and operating the Real Estate, including

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DATE

KEEP THIS DOCUMENT AVAILABLE FOR INSPECTION  
BY OFFICERS OF ALCOHOL AND TOBACCO TAX AND  
TRADE BUREAU

  
BUREAU OF TTB NATIONAL REVENUE CENTER



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but not limited to all taxes and special assessments levied upon the Real Estate; all common insurance costs; and all costs of labor, material and supplies for maintenance, repair, replacement, and operation of the Real Estate, including but not limited to line painting, lighting, snow removal, landscaping, cleaning, and professional outside management company costs including building superintendents. For purposes of calculating Operating Expenses, the component comprising professional outside management company costs, including building superintendents shall not exceed five percent (5%) of the gross rental income of the Real Estate. Operating Expenses shall not include property additions and capital improvements to the real estate, alterations made for specific tenants, depreciation of the Real Estate, debt service on long-term debt, or income taxes paid by Landlord.

"Tenant's pro rata share" shall mean the percentage determined by dividing the square feet of the Premises as shown in Paragraph 1, by the square feet of building area of the Real Estate, as defined by the American National Standard published by Building Owners and Managers Associations which at the date hereof is agreed to be 36,682 square feet, or 16.67 %.

Tenant's pro rata share of the Operating Expenses shall be determined on an annual basis for each calendar year ending on December 31 and shall be pro rated for the number of months Tenant occupied the Premises if Tenant did not occupy the Premises the full year. Landlord may reasonably change this amount at any time upon written notice to Tenant. At the end of each year, a detailed analysis of the total year's Operating Expenses shall be presented to Tenant and Tenant shall pay the amount, if any, by which the Tenant's pro rata share of the Operating Expenses for the year exceeded the amount of the Operating Expenses paid by Tenant. Tenant shall pay any such excess charge to the Landlord within thirty (30) days after receiving the statement. If Tenant has overpaid its pro rata share of Operating Expenses for the past year, Landlord shall apply the overpayment to Tenant for the following year and, if the overpayment is substantial, reduce the monthly payment to minimize annual future overpayments. In the event this Lease terminates at any time other than the last day of the year, the excess Operating Expenses shall be determined as of the date of termination. Upon termination of this Lease, any overpayment of Operating Expenses by Tenant shall be applied to the amounts due Landlord from Tenant under this Lease and any remaining overpayment shall be refunded to Tenant. Tenant may have the right to audit expenses. **Note: Operating Expenses are due beginning with the commencement date of this lease. 2009 estimated Operating Expenses are estimated at \$1.40 per square foot which equates to a monthly estimate of \$715.16 per month.**

(c). **Payment of Rent.** Tenant agrees to pay the Base Rent as and when due, together with Tenant's share of the Operating Expenses and all other amounts required to be paid by Tenant under this Lease. In the event of nonpayment of any amounts due under this Lease, whether or not designated as rent, Landlord shall have all the rights and remedies provided in this Lease or by law for failure to pay rent.

(d) **Late Charge.** If the Tenant fails to pay the Base Rent together with the Tenant's share of the Operating Expenses and all other amounts required to be paid by Tenant under this Lease, on or before the tenth day after such payments are due, Tenant agrees to pay Landlord a late charge of **five percent (5%) of the base rental amount** for each month the payment is late.

(e). **Security Deposit.** As partial consideration for the execution of the Lease, the Tenant has delivered to Landlord the sum of \$2,113.19 Security Deposit. The Security Deposit will be returned to Tenant at the expiration of this Lease if Tenant has fully complied with all covenants and conditions of this Lease.

#### SERVICES

5. Tenant shall pay directly to the service provider when due, all water, gas, electricity, and sewer use fees incurred at or chargeable to the Premises beginning with the commencement date of this Lease.

#### ASSIGNMENT OR SUBLEASE

6. Tenant shall not assign this Lease or sublet the whole or any part of the Premises, transfer this Lease by operation of law or otherwise, or permit any other person except agents and employees of Tenant to occupy the Premises, or any part thereof, without the prior written consent of Landlord. Landlord may consider the following in determining whether to withhold consent: (a) financial responsibility of the new tenant, (b) identity and business character of the new tenant, (c) nature and legality of the proposed use of the Premises. Landlord's consent shall not be unreasonably withheld or delayed.



Landlord shall have the right to assign its interest under this Lease or the rent reserved hereunder.

### TENANT'S IMPROVEMENTS

7. Tenant shall have the right to place partitions and fixtures and make improvements or other alterations in the interior of the Premises at its own expense. Prior to commencing any such work, Tenant shall first obtain the written consent of Landlord for the proposed work. Landlord shall not unreasonably delay or withhold its consent. Landlord may, as a condition to giving its consent, require that the work be done by Landlord's own employees and/or under Landlord's supervision, provided that 1) Landlord submits a competitive bid to reasonably acceptable to Tenant to perform the work to Tenant's satisfaction; 2) Landlord's price to complete the work does not exceed 102.5% of the lowest arms-length competitive bid Tenant received for comparable work; and 3) Landlord submits certificates of insurance showing liability and workers' compensation insurance coverage for the work, to the same extent that Tenant requires for others bidding on the work. If Landlord performs the work, Landlord shall: 1) meet or exceed the standards applicable to any other similarly situated contractor; 2) abide by all laws and regulations governing such work, including providing at its own expense adequate liability and workers' compensation insurance; 3) accept reasonable direction from Tenant regarding the work to the same degree as would be expected by any other contractor reasonably hired by Tenant; 4) meet or exceed the same standards of workmanship as would be expected of any other commercial enterprise performing similar work; and 5) complete the work in a timely and professional manner. If Landlord does not undertake to do the work, Tenant agrees to complete the work on the Premises free and clear of liens and in a manner satisfactory to Landlord. Any new Tenant improvements done by Landlord will include a one-year warranty for material and labor. Upon termination of this Lease, at Landlord's option, Tenant will repair and restore the Premises at Tenant's expense to its former condition, except that: 1) Tenant shall not be required to remove permanent improvements, additions or alterations made with Landlord's approval; and 2) any such improvements, additions, or alterations installed or made by Tenant, except Tenant's trade fixtures, shall become part of the Premises and the property of the Landlord. Tenant may remove its trade fixtures at the termination of this Lease provided Tenant is not then in default and provided further that Tenant repairs any damage caused by such removal.

### REPAIRS

8. Landlord agrees to maintain in good condition, and repair as necessary the foundations, exterior walls and the roof of the Premises.

Tenant agrees that it will make, at its own cost and expense, all repairs and replacements to the Premises not required to be made by Landlord, including, but not limited to, all interior and exterior doors, door frames, windows, plate glass, and the heating, air conditioning, plumbing and electrical systems servicing the Premises. Tenant agrees to do all redecorating, remodeling, alteration, and painting required by it during the term of the Lease at its own cost and expense, to pay for any repairs to the Premises or the Real Estate made necessary by any negligence or carelessness of Tenant or any of its agents or employees or persons permitted on the Real Estate by Tenant, and to maintain the Premises in a safe, clean, neat, and sanitary condition. Tenant shall be entitled to no compensation for inconvenience, injury, or loss of business arising from the making of any repairs by Landlord, Tenant, or other tenants to the Premises or the Real Estate.

As a condition precedent to Tenant accepting the obligations of this section of the Lease, Landlord agrees to provide Tenant with data acceptable to Tenant's insurance carrier to determine the insurable value of Landlord's property for which Tenant becomes responsible for making repairs or replacement under this section of the Lease.

### CONDITION OF PREMISES

9. Landlord represents that there are no known defects to the Premises that would materially affect the terms of this lease except for those defects that Landlord has disclosed to Tenant in writing prior to execution of this Lease. Except as provided herein, Tenant agrees that no other promises, representations, statements, or warranties have been made on behalf of Landlord to Tenant respecting the condition of the Premises, or the manner of operating the Real Estate, or the making of any repairs to the Premises. Landlord and Tenant will make a walk-through inspection before Tenant takes possession of the Premises. By taking possession of the Premises, Tenant will acknowledge that the Premises were in good and satisfactory condition when possession was taken, except for punch list items, which will be noted, and except for latent defects that could not reasonably be discovered by a walk-through inspection. Tenant shall, at the termination of this Lease, by lapse of time or otherwise, remove all of



Tenant's property and surrender the Premises to Landlord in as good condition as when Tenant took possession, normal wear and Landlord approved-alterations excepted.

### PERSONAL PROPERTY AT RISK OF TENANT

10. Tenant shall bear the risk of loss or damage to Tenant's personal property in the Premises. Landlord shall not be liable for any damage to any property of Tenant or its agents or employees in the Premises caused by steam, electricity; sewage; gas or odors; water, rain, or snow which may leak into, issue or flow into the Premises from any part of the Real Estate, or from any other place; or for any damage done to Tenant's property in moving same to or from the Real Estate or the Premises. Tenant shall give Landlord, or its agents, prompt written notice of any damage to or defects in water pipes, gas or warming or cooling apparatus in the Premises.

### LANDLORD'S RESERVED RIGHTS

11. Without notice to Tenant, without liability to Tenant for damage or injury to property, person or business, and without effecting an eviction of Tenant or a disturbance of Tenant's use or possession or giving rise to any claim for setoff or abatement of rent, Landlord shall have the right to:

- (a) Change the name or street address of the Real Estate.
- (b) Install and maintain signs on the Real Estate.
- (c) At reasonable times, to decorate, and to make, at its own expense, repairs, alterations, additions, and improvements, structural or otherwise, in or to the Premises, the Real Estate, or part thereof, and any adjacent building, land, street or alley, and during such operations to take into and through the Premises or any part of the Real Estate all materials required, and to temporarily close or suspend operation of entrances, doors, corridors, elevators, or other facilities to do so; provided that Landlord shall not interfere with Tenant's business operations and shall give reasonable advanced notice to Tenant of any repairs, alterations, additions and improvements that may materially affect Tenant's business operations.
- (d) Show the Premises to prospective tenants at reasonable times, during the last six (6) months of the Lease.
- (e) Take any and all reasonable measures, including inspections or the making of repairs, alterations, and additions and improvements to the Premises or to the Real Estate, which Landlord deems necessary or desirable for the safety, protection, operation, or preservation of the Premises or the Real Estate, provided that Landlord shall 1) consult with Tenant prior to taking any measures (other than emergency measures when consultation would not be feasible) that might interfere with Tenant's business operations, and provided that Landlord will take steps to reasonably avoid interfering with Tenant's business operations and shall give reasonable advanced notice to Tenant of any measures that may materially affect Tenant's business operations.
- (f) Approve all signs on the exterior of the Premises prior to installation thereof.

### INSURANCE

#### 12.1 Insurance Policies.

- (a) Insurance required herein shall be by companies duly licensed or admitted to transact business in the state where the Premises are located, and maintaining during the policy term a "General Policyholders Rating" of at least B+, V, as set forth in the most current issue of "Best's Insurance Guide", or such other rating as may be required by a Lender.
- (b) Lessee agrees not to do or permit to be done anything which invalidates the required insurance policies, provided that the Lessor first provides written notice of the acts or omissions which would invalidate the policies. In the absence of such prior notice, Lessee's compliance with the terms of this Lease that are relevant to Lessor's insurance coverage shall be deemed sufficient to avoid breaching this obligation not to do anything to invalidate Lessor's insurance. Lessor shall not obtain insurance that fails to provide coverage because of Tenant's business or the usual activities associated with Tenant's business. However, Tenant agrees to pay to landlord for the increase,

if any, in premiums that are above the existing premiums for Landlords fire / building insurance due to Tenant's operations provided that Landlord documents the such increase to Tenant.

(c) Lessee shall, prior to the Start Date, deliver to Lessor certified copies of policies of such insurance or certificates evidencing the existence and amounts of the required insurance. No such policy shall be cancelable or subject to modification except after 30 days prior written notice to Lessor. Lessee shall, at least 30 days prior to the expiration of such policies, furnish Lessor with evidence of renewals or "insurance binders" evidencing renewal thereof, or Lessor may order such insurance and charge the cost thereof to Lessee, which amount shall be payable by Lessee to Lessor upon demand. Such policies shall be for a term of at least one year, or the length of the remaining term of this lease, whichever is less. If either Party shall fail to procure and maintain the insurance required to be carried by it, the other party may, but shall not be required to, procure and maintain the same.

**12.2 Waiver of Subrogation.** Without affecting any other rights or remedies, Lessee and Lessor each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Lessor or Lessee, as the case may be, so long as the insurance is not invalidated thereby.

### **12.3 Property Insurance – Building, Improvements and Rental Value.**

(a) **Building and Improvements.** Lessor shall obtain and keep in force a policy or policies of insurance in the name of Lessor, with loss payable to Lessor, any ground-Lessor, and to any Lender insuring loss or damage to the Premises. The amount of such insurance shall be equal to the full replacement cost of the Premises, as the same shall exist from time to time, or the amount required by any Lender, but in no event more than the commercially reasonable and available insurable value thereof.

(b) **Lessee Owned Alterations and Utility Installations.** Trade Fixtures, and Lessee's personal property shall be insured by Lessee under Paragraph 12.4. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and/or earthquake unless required by a Lender), including coverage for debris removal and the enforcement of any Applicable Requirement requiring the upgrading, demolition, reconstruction or replacement of any portion of the Premises as the result of a covered loss. Said policy or policies shall also contain an agreed valuation provision in lieu of any coinsurance clause, waiver of subrogation, and inflation guard protection causing an increase in the annual property insurance coverage amount by a factor of not less than the adjusted U.S. Department of labor consumer Price Index for All Urban Consumers for the city nearest to where the Premises are located. If such insurance coverage has a deductible clause, the deductible amount shall not exceed \$1,000 per occurrence.

(c) **Lessee's Improvements.** Lessor shall not be required to insure Lessee Owned Alterations and Utility Installations unless the item in question has become the property of Lessor under the terms of this Lease.

### **12.4 Lessee's Property; Business Interruption Insurance.**

(a) **Property Damage.** Lessee shall obtain and maintain insurance coverage on all of Lessee's personal property, Trade Fixtures and Lessee Owned Alterations and Utility Installations. Such insurance shall be full replacement cost coverage with a deductible of not to exceed \$1,000 per occurrence. The proceeds from any such insurance shall be used by Lessee for the replacement of personal property. Trade Fixtures and Lessee Owned Alterations and Utility installations. Lessee shall provide Lessor with written evidence that such insurance is in force.

(b) **Business Interruption.** Lessee shall obtain and maintain loss of income and extra expense insurance in amounts as will reimburse Lessee for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent lessees in the business of Lessee or attributable to prevention of access to the Premises as a result of such perils.



(c) **No Representation of Adequate Coverage.** Lessor makes no representation that the limits or forms of coverage of insurance specified herein are adequate to cover Lessee's property, business operations or obligations under this Lease.

## INDEMNITY

13.1 Except for Lessor's negligence or misconduct, Lessee shall indemnify, protect, defend and hold harmless the Lessor and its agents, partners and Lenders, from and against any and all claims, loss of rents, damages, liens, judgments, penalties, expenses or liabilities arising out of the use or occupancy of the Premises by Lessee. If any action or proceeding is brought against Lessor by reason of any of the foregoing matters, Lessee shall upon notice defend the same at Lessee's expense by counsel reasonable satisfactory to Lessor. Lessor agrees that counsel selected by Lessee's insurance carriers shall be satisfactory to Lessor. Lessor shall fully cooperate with Lessee, Lessee's insurance carriers and Lessee's counsel in such defense. Lessor need not have first paid any such claim in order to be defended or indemnified.

13.2 **Exemption of Lessor from Liability.** Lessor shall not be liable for injury or damage to the person or goods, wares, merchandise or other property of Lessee, Lessee's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures, or from any other cause, whether the said injury or damage results from conditions arising upon the Premises or upon other portions of the Building, or from other sources or places. Lessor shall not be liable for any damages arising from any act or neglect of any other tenant of Lessor nor from the failure of Lessor to enforce the provisions of any other lease in the Project. Notwithstanding Lessor's negligence or breach of this Lease, Lessor shall under no circumstances be liable for injury to Lessee's business or for any loss of income or profit therefrom.

## ENVIRONMENTAL REGULATIONS AND INDEMNIFICATION

14. Notwithstanding any other provision of this Lease, Tenant shall comply with all laws, statutes, ordinances, rules, regulations or orders of any governmental authority, regarding any handling, transportation, storage, treatment or use of hazardous or toxic substances. Tenant, at its own cost and expense, shall immediately repair any damage and restore the Premises and the Real Estate to its condition existing prior to any leak, spill, release, emission or disposal of hazardous or toxic substance, which tenant has caused or which results from Tenant's acts or omissions.

Tenant hereby agrees to defend, indemnify and hold harmless Landlord and its officers, employees and agents from all claims, costs, damages, demands, expenses, fines, judgments, liabilities and losses which arise during or after the term of this Lease from the presence of toxic or hazardous substances in the soil, groundwater or soil vapor on or under the Premises or the Real Estate if, during Tenant's occupancy, Tenant, its officers, employees or agents willfully or negligently caused such toxic or hazardous substances to be present in the soil, groundwater or soil vapor on or under the Premises or the Real Estate.

## LIABILITY INSURANCE

15. Tenant agrees to procure and maintain continuously during the entire term of this Lease, a policy or policies of insurance in a company or companies acceptable to Landlord, at Tenant's own cost and expense, insuring Landlord and Tenant from all claims, demands or actions; such comprehensive insurance shall protect and name the Tenant as the Insured and Landlord as an additional insured and providing coverage of at least \$2,000,000.00 for injuries to any one person, \$2,000,000.00 for injuries to persons in any one accident and \$2,000,000.00 for damage to property, made by or on behalf of any person or persons, firm or corporation arising from, related to, or connected with the conduct and operation of Tenant's business in the Premises, or arising out of and connected with the use and occupancy of sidewalks and other Common Areas by the Tenant. All such insurance shall provide that Landlord shall be given a minimum of ten (10) days notice by the insurance company prior to cancellation, termination or change of such insurance. Tenant shall provide Landlord with certificates evidencing that such insurance is in full force and effect and stating the term and provisions thereof. If Tenant fails to comply with such



requirements for insurance, Landlord may, but shall not be obligated to, obtain such insurance and keep the same in effect, and Tenant agrees to pay Landlord, upon demand, the premium cost thereof.

## DAMAGE OR DESTRUCTION

### 16.1 Definitions

(a) **"Premises Partial Damage"** shall mean damage or destruction to the Premises to the extent that the cost of repair is less than 50% of the fair market value of the Premises immediately prior to such damage or destruction. **"Premises Building Partial Damage"** shall herein mean damage or destruction to the building of which the Premises are a part to the extent that the cost of repair is less than 50% of the fair market value of such building as a whole immediately prior to such damage or destruction.

(b) **"Premises Total Destruction"** shall mean damage or destruction to the Premises to the extent that the cost of repair is 50% or more of the fair market value of the Premises immediately prior to such damage or destruction. **"Premises Building Total Destruction"** shall herein mean damage or destruction to the building of which the Premises are a part to the extent that the cost of repair is 50% or more of the fair market value of such building as a whole immediately prior to such damage or destruction.

(c) **"Insured Loss"** shall mean damage or destruction which was caused by an event required to be covered by the insurance described in paragraph 12.

**16.2 Partial Damage – Insured Loss.** Subject to the provisions of paragraphs 16.4, 16.5 and 16.6, if at any time during the term of this lease there is damage which is an Insured Loss and which falls into the classification of Premises Partial Damage or Premises Building Partial Damage, then Lessor, at Lessor's sole cost, shall repair such damage, but not Lessee's fixtures, equipment or tenant improvements, as soon as reasonably possible and this Lease shall continue in full force and effect.

**16.3 Partial Damage – Uninsured Loss.** Subject to the provisions of Paragraphs 16.4, 16.5 and 16.6, if at any time during the term of this Lease there is damage which is not an Insured Loss and which falls within the classification of Premises Partial Damage or Premises Building Partial Damage, unless caused by a negligent or willful act of Lessee (in which event Lessee shall make the repairs at Lessee's expense), Lessor may at Lessor's option either (i) repair such damage as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) give written notice to Lessee within thirty (30) days after the date of the occurrence of such damage of Lessor's intention to cancel and terminate this Lease, as of the date of the occurrence of such damage. In the event Lessor elects to give such notice of Lessor's intention to cancel and terminate this Lease, Lessee shall have the right within ten (10) days after the receipt of such notice to give written notice to Lessor of Lessee's intention to repair such damage at Lessee's expense, without reimbursement from Lessor, in which event this Lease shall continue in full force and effect, and Lessee shall proceed to make such repairs as soon as reasonably possible. If Lessee does not give such notice within such 10-day period this Lease shall be cancelled and terminated as of the date of the occurrence of such damage.

**16.4 Total Destruction.** If at any time during the term of this Lease there is damage, whether or not an Insured Loss, (including destruction required by any authorized public authority), which falls into the classification of Premises Total Destruction or Premises Building Total Destruction, this Lease shall automatically terminate as of the date of such total destruction.

### 16.5 Damage Near End of Term.

(a) If at any time during the last six months of this Lease there is damage, whether or not an Insured Loss, which falls within the classification of Premises Partial Damage, Lessor may at Lessor's option cancel and terminate this Lease as of the date of occurrence of such damage by giving written notice to Lessee of Lessor's election to do so and within 30 days after the date of occurrence of such damage.

(b) Notwithstanding paragraph 16.5 (a), in the event that Lessee has an option to extend or renew this Lease, and the time within which said option may be exercised has not yet expired, Lessee shall exercise such option, if it is to be exercised at all, no later than 20 days after the occurrence of an insured Loss falling within the classification of Premises Partial Damage during the last six months of the term of this Lease. If Lessee duly exercises such

option during said 20 day period, Lessor shall, at Lessor's expense, repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect. If Lessee fails to exercise such option during said 20 day period, Lessor shall, at Lessor's expense, repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect. If Lessee fails to exercise such option during said 20 day period, then Lessor may at Lessor's option terminate and cancel this Lease as of the expiration of said 20 day period by giving written notice to Lessee of Lessor's election to do so within 10 days after the expiration of said 20 day period, notwithstanding any term or provision in the grant of option to the contrary.

#### **16.6 Abatement of Rent; Lessee's Remedies**

(a) In the event of damage described in paragraphs 16.2 or 16.3, and Lessor or Lessee repairs or restores the Premises pursuant to the provisions of this Paragraph 16, the rent payable hereunder for the period during which such damage, repair or restoration continues shall be abated in proportion to the degree to which Lessee's use of the Premises is impaired. Except for abatement of rent, if any, Lessee shall have no claim against Lessor for any damage suffered by reason of any such damage, destruction, repair or restoration.

(b) If Lessor shall be obligated to repair or restore the Premises under the provisions of this Paragraph 16 and does not commence such repair or restoration within 30 days after the date of the damage occurred, and is unable to give reasonable assurances that the repair will be sufficiently completed to allow Tenant to resume its full business operations within 90 days of the date such damage occurred, Lessee may at Lessee's option cancel and terminate this Lease by giving Lessor written notice of Lessee's election to do so at any time prior to the commencement of such repair or restoration. In such event this Lease shall terminate as of the date of occurrence of the damage.

**16.7 Termination – Advance Payments.** Upon termination of this Lease pursuant to this Paragraph 16, an equitable adjustment shall be made concerning advance rent and any advance payments made by Lessee to Lessor. Lessor shall, in addition, return to Lessee so much of Lessee's security deposit as has not theretofore been applied by Lessor.

**16.8 Waiver.** Lessor and Lessee waive the provisions of any statutes which relate to termination of leases when leased property is destroyed and agree that such event shall be governed by the terms of this Lease.

### **CONDEMNATION**

17. If the whole or any part of the Premises shall be taken by public authority under the power of eminent domain, then the term of this Lease shall cease on that portion of the Premises so taken, from the date of possession, and the rent shall be paid to that date, with a proportionate refund by Landlord to Tenant of such rent as may have been paid by Tenant in advance. If the portion of the Premises taken is such that it prevents the practical use of the Premises for Tenant's purposes, then Tenant shall have the right either (a) to terminate this Lease by giving written notice of such termination to Landlord not later than thirty (30) days after the taking; or (b) to continue in possession of the remainder of the Premises, except that the rent shall be reduced in proportion to the area of the Premises taken. In the event of any taking or condemnation of the Premises, in whole or in part, the entire resulting award of damages shall be the exclusive property of Landlord, including all damages awarded as compensation for diminution in value to the leasehold, without any deduction for the value of any unexpired term of this Lease, or for any other estate or interest in the Premises now or hereafter vested in Tenant.

### **DEFAULT OR BREACH**

18. Each of the following events shall constitute a default or a breach of this Lease by Tenant:

(a) If Tenant fails to pay Landlord any rent or other payments when due hereunder;

(b) If Tenant vacates or abandons the Premises and does not continue to pay rent;

(c) If Tenant fails to perform or comply with any other term or condition of this Lease and if such nonperformance shall continue for a period of ten (10) days after notice thereof by Landlord to Tenant, time being of the essence.



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### EFFECT OF DEFAULT

19. In the event of any default or breach hereunder, in addition to any other right or remedy available to Landlord, either at law or in equity, Landlord may exert any one or more of the following rights:

(a) Landlord may re-enter the Premises immediately and remove the property and personnel of Tenant, and shall have the right, but not the obligation, to store such property in a public warehouse or at a place selected by Landlord, at the risk and expense of Tenant.

(b) Landlord may retake the Premises and may terminate this Lease by giving written notice of termination to Tenant. Without such notice, Landlord's retaking will not terminate the Lease. On termination, Landlord may recover from Tenant all damages proximately resulting from the breach, including the cost of recovering the Premises and the difference between the rent due for the balance of the Lease term, as though the Lease had not been terminated, and the reasonable rental value of the Premises, which sum shall be immediately due Landlord from Tenant.

(c). Landlord may relet the Premises or any part thereof for any term without terminating this Lease, at such rent and on such terms as it may choose. Landlord may make alterations and repairs to the Premises. In addition to Tenant's liability to Landlord for breach of this Lease, Tenant shall be liable for all expenses of the reletting, for any alterations and repairs made, and for the rent due for the balance of the Lease term, which sum shall be immediately due Landlord from Tenant. Landlord shall use its best efforts to mitigate its damages including using its best efforts to relet the Premises. The amount due Landlord will be reduced by the net rent received by Landlord during the remaining term of this Lease from reletting the Premises or any part thereof. If during the remaining term of this Lease Landlord receives more than the amount due Landlord under this sub-paragraph, the Landlord shall pay such excess to Tenant, but only to the extent Tenant has actually made payment pursuant to this sub-paragraph.

### SURRENDER-HOLDING OVER

20. Tenant shall, upon termination of this Lease, whether by lapse of time or otherwise, peaceably and promptly surrender the Premises to Landlord. If Tenant remains in possession after the termination of this Lease, without a written lease duly executed by the parties, Tenant shall be deemed a trespasser. If Tenant pays, and Landlord accepts, rent for a period after termination of this Lease, Tenants shall be deemed to be occupying the Premises only as a tenant from month to month, subject to all the terms, conditions, and agreements of this Lease, except that the rent shall be 2 times the monthly rent specified in the lease immediately before termination.

### SUBORDINATION AND ATTORNMENT

21.1 Landlord reserves the right to place liens and encumbrances on the Premises superior in lien and effect to this Lease. This Lease and all rights of Tenant hereunder, shall, at the option of Landlord, be subject and subordinate to any liens and encumbrances now or hereafter imposed by Landlord upon the Premises or the Real Estate or any part thereof, and Tenant agrees to execute, acknowledge, and deliver to Landlord, upon request, any and all instruments that may be necessary or proper to subordinate this Lease and all rights herein to any such lien or encumbrance as may be required by Landlord.

In the event any proceedings are brought for the foreclosure of any mortgage on the Premises, Tenant will attorn to the purchaser at the foreclosure sale and recognize such purchaser as the Landlord under this Lease. The purchaser, by virtue of such foreclosure, shall be deemed to have assumed, as substitute Landlord, the terms and conditions of this Lease until the resale or other disposition of its interest. Such assumption, however, shall not be deemed an acknowledgment by the purchaser of the validity of any then existing claims of Tenant against the prior Landlord.

Tenant agrees to execute and deliver such further assurances and other documents, including a new lease upon the same terms and conditions contained herein, confirming the foregoing, as such purchaser may reasonably request. Tenant waives any right of election to terminate this Lease because of any such foreclosure proceedings.

21.2 **Non-Disturbance.** With respect to Security Devices entered into by Lessor after the execution of this Lease, Lessee's subordination of this Lease shall be subject to receiving a commercially reasonable non-disturbance agreement (a "Non-Disturbance Agreement") from the Lender which Non-Disturbance Agreement provides that Lessee's possession of the Premises, and this lease, including any options to extend the term hereof, will not be



disturbed so long as Lessee is not in Breach hereof and attorns to the record owner of the Premises. Further, within 60 days after the execution of this Lease, Lessor shall use its commercially reasonable efforts to obtain a Non-Disturbance Agreement from the holder of any pre-existing Security Device which is secured by the Premises. In the event that Lessor is unable to provide the Non-Disturbance Agreement within said 60 days, then Lessee may, at Lessee's option, directly contact Lender and attempt to negotiate for the execution and delivery of a Non-Disturbance Agreement.

#### NOTICES

22. Any notice given hereunder shall be given in writing and sent by registered or certified mail, or by overnight courier delivery service to Landlord at **Char-Deb Properties, L.L.C., 19791 Cougar Avenue, Honey Creek, IA 51542** and to Tenant at **Quaff LLC, 11941 Centennial Road Suite I, La Vista, NE 68128** or at such other address as either party may from time to time designate in writing. Each such notice shall be deemed to have been given at the time it shall be personally delivered to such address or three business days after being deposited in the United States mail in the manner prescribed herein.

#### RULES AND REGULATIONS

23. Tenant and Tenant's agents, employees and invitees shall fully comply with all rules and regulations of the Real Estate, as amended from time to time, which are made a part of this Lease.

(a) The Landlord shall have the right to make such other and further reasonable rules and regulations as, in the judgment of the Landlord, may from time to time be needed for the safety, care and cleanliness and general appearance of the Premises and for the preservation of good order therein.

(b) The entrance shall be under the exclusive control of the Landlord and shall not be obstructed, or used by the Tenant for any other purpose than ingress and egress to and from the Premises; and the Landlord shall have the right to control ingress and egress to and from the Building at all times.

(c) The Tenant, shall not place nor permit to be placed any exterior signs, advertisements or notices upon the Building, and shall not place merchandise or show-cases in front of the Building, without the Landlord's written consent, which shall not be unreasonably withheld. This provision does not prohibit Tenant from placing signs within the Premises subject to provisions of this lease pertaining to Tenant's fixtures.

(d) If the Tenant desires telegraphic or telephonic connections, the Landlord will direct the electricians as to where and how the wires are to be introduced, and without such written directions no boring or cutting for wires will be permitted.

(e) The Landlord shall have the right to elude or eject from the Building, animals of every kind, bicycles, or any other wheeled vehicle, and all canvassers and other persons who conduct themselves in such a manner as to be, in the judgment of the Landlord, an annoyance to the tenants or a detriment to the Building.

(f) Upon termination of this lease the Tenant shall surrender all keys of said Premises and of the Building, and shall give to the Landlord the combination of all locks on any vaults and safes.

#### NET LEASE

24. This is a net-net-net Lease and the parties agree and understand that Tenant shall pay Tenant's proportionate share of the real estate taxes, special assessments, insurance and all other Operating Expenses as described in subparagraph 4.b of this Lease.

#### MISCELLANEOUS

25.(a) **Binding on Assigns.** All terms, conditions, and agreements of this Lease shall be binding upon, apply, and inure to the benefit of the parties hereto and their respective heirs, representatives, successors, and assigns.

(b) **Amendment in Writing.** This Lease contains the entire agreement between the parties and may be amended only by subsequent written agreement.

(c) **Waiver - None.** The failure of Landlord or Tenant to insist upon strict performance of any of the terms, conditions and agreements of this Lease shall not be deemed a waiver of any of their rights or remedies hereunder and shall not be deemed a waiver of any subsequent breach or default of any of such terms, conditions, and agreements. The doing of anything by Landlord or Tenant, which Landlord or Tenant is not obligated to do hereunder, shall not impose any future obligation on Landlord or Tenant nor otherwise amend any provisions of this Lease.

(d) **No Surrender.** No surrender of the Premises by Tenant shall be affected by Landlord's acceptance of the keys to the Premises or of the rent due hereunder, or by any other means whatsoever, without Landlord's written acknowledgment that such acceptance constitutes a surrender.

(e) **Captions.** The captions of the various paragraphs in this Lease are for convenience only and do not define, limit, describe, or construe the contents of such paragraphs.

(f) **Brokers.** The brokers involved in this transaction are, **David Maenner, CB Richard Ellis Real Estate Company as Agent for Landlord, and Mike Mellen, Grubb Ellis / Pacific Realty, as Agent for Tenant.** The brokers are entitled to a commission on the initial lease term and a commission at the same rate on any expansion of the area of the Premises during the initial lease term.

(g) **Applicable Law.** This Lease shall be governed by and constructed in accordance with the laws of the State of Nebraska.

#### OTHER PROVISIONS

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#### 26. Landlord Improvements at Landlords cost:

- a) Install a fire rated demising wall;
- b) Install two (2) handicap restrooms at a location convenient for Landlord and complete any remaining flooring pavement;
- c) Install adequate warehouse heat and metal halide high bay or equivalent lighting.

MAR 27 2012

CONTROL COMMISSION

27. **Tenant's Improvements:** Tenant's improvements to the building must first be approved by Landlord in writing prior to any work commencing. Additionally, Tenant agrees to submit to Landlord, also for its written approval, that funds are in place and available in an amount sufficient to pay for all improvements performed. Landlord shall not unreasonably withhold or delay approval. Contractor lien waivers evidencing payment for work performed will be provided by Tenant to Landlord within 30 days of completion of improvements, or Tenant shall be deemed in violation of this Lease.

28. **Water Meter:** Tenant agrees to provide a separate water meter to measure its own water consumption and pay for same.

29. **Signage:** Landlord prefers all signage to go on the sign band directly over the door which is illuminated at night. If Tenant requires signage on the building fascia similar to Emser Tile, said letters must be made out of foam and adhered per Landlord specifications. In any event, all signage must be approved by Landlord prior to installation and approved by the city of LaVista. Tenant shall be allowed to apply its pro rata share of any building sign budget to one or more signs that will Tenant will place on the exterior of the Premises, subject to the approval by the Lessor as provided for in this Lease.

30. **Renewal Option:** Should Tenant be in compliance with all terms and conditions of this Lease, then Tenant shall have one (1) option to renew this lease for three (3) years upon prevailing market rental terms then in effect to be negotiated no later than 180 days prior to the expiration date of this Lease.



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

Char-Deb Properties, L.L.C.

Landlord

Krueger, David

Witness

Krueger, David

Witness

By

By

Quaff, LLC

Tenant

Melissa S.

Witness

Melissa S.

Witness

Melissa S.

Witness

By

By

By

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MAR 27 2012

NEBRASKA LIQUOR  
CONTROL COMMISSION

**PERSONAL GUARANTEE**

The undersigned hereby unconditionally guarantee unto the Landlord the payment of the rent and the performance of all of the covenants under the Lease by the Tenant and hereby waive notice of any default under the Lease and agree that this liability shall not be released or affected by an extension of time for payment or by any forbearance by the Landlord.

Dated this \_\_\_\_\_ Day of March 2009

By:

By:

J. ZAC TREMEIER

Name

(SS# 472-02-3835)

[Signature]

Name

(SS# 505-64-2957)

18801 JONES ST.

9354 DENVER AVE

ELKHORN  
Omaha, NE

NE

68022

Omaha, NE

68114

City

State

Zip

City

State

Zip

By:

Jason D. Payne

Name

(SS# 430-3970010)

615 N. 40<sup>th</sup> St.

Omaha, NE

City

NE

State

68131

Zip

**Second Modification To Lease  
By and Between  
Char-Deb Properties, L.L.C., as Landlord  
and  
Quaff, LLC, as Tenant**

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MAY 27 2012

NEED FOR  
CONTROL COMMISSION

Landlord and Tenant have entered into a lease agreement dated March 9, 2009 and Modified July 10, 2009 for warehouse space located at 11941 Centennial Road, Suite #1, La Vista, Nebraska 68128

Tenant and Landlord agree to the following modifications to said lease effective May 15, 2010:

1. **Size:** Effective upon the full execution of this Second Modification, Tenant shall have control over the adjacent Bay # 3 comprised of approximately 6,114 square feet. This brings Tenant's total space to 18,374 square feet or 50.0% of the building.
2. **Base Rent:** See chart bellows, which blends the existing Base Rent Schedule with the expansion rent. This is subject to changes in the Operating Expenses as set forth in paragraph 4(a) of the Lease

Time Frame	# Months	Blended Sq. Ft.	Blended Monthly Base Rent	Blended Base \$ / SF
6/1/2010 thru 6/30/2010	1	18,374	\$ 3,861.90	\$ 2.52
7/1/2010 thru 9/30/2011	3	18,374	\$ 4,193.94	\$ 2.74
10/1/2010 thru 2/28/2011	5	18,374	\$ 5,467.69	\$ 3.57
3/1/2011 thru 6/30/2011	4	18,374	\$ 6,741.44	\$ 4.40
7/1/2011 thru 5/31/2012	11	18,374	\$ 6,869.15	\$ 4.49
6/1/2012 thru 5/31/2014	24	18,374	\$ 7,379.99	\$ 4.82
6/1/2014 thru 5/31/2015	12	18,374	\$ 7,507.70	\$ 4.90

3. **Lease Term:** Remains the same expiring May 31, 2015.
4. **Condition of Premises:** Landlord will complete demising walls, install 1 warehouse heater, bay lighting and add 1 men's and 1 women's restroom within the existing concrete "leave out" area.

All other terms and conditions of the lease remain in full force and effect and unchanged.

Agreed and Accepted:

**Char-Deb Properties, L.L.C., as Landlord**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**Quaff, LLC, as Tenant**

By: \_\_\_\_\_

Date: \_\_\_\_\_



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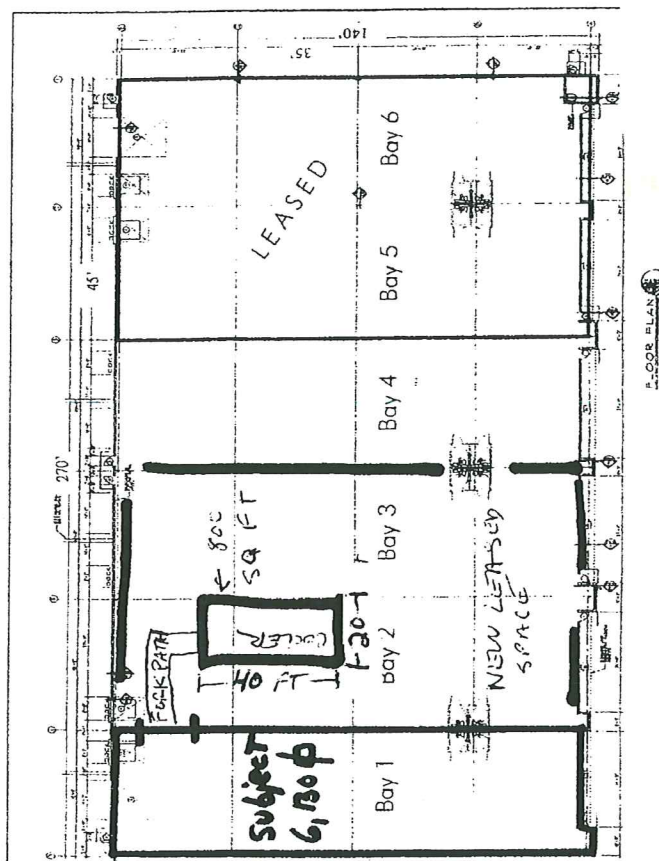
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ON

LAVISTA, NEBRASKA

FLOOR PLAN:

# 100 A CENTURY OF SERVICE



18,374  
TOTAL  
SQ FT

PL63325

[illegible]

**CBRE**  
CB RICHARD ELLIS