

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 CLASS C LIQUOR LICENSE APPLICATION OF GLORY DAYS INC. DBA J-BIRDS FOOD & SPIRITS, LA VISTA, NEBRASKA.

WHEREAS, Glory Days Inc., dba J-Birds Food & Spirits, 9723 and 9725 Giles Rd, La Vista, Sarpy County, Nebraska, has applied to the Nebraska Liquor Control Commission for a Class C Liquor License, 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 Class C Liquor License application submitted by Glory Days Inc. dba J-Birds Food & Spirits, 9723 and 9725 Giles Rd, La Vista, NE.

PASSED AND APPROVED THIS 4TH DAY OF MARCH 2008.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

LA VISTA POLICE DEPARTMENT INTEROFFICE MEMORANDUM

TO: PAM BUETHE, CITY CLERK
FROM: BOB LAUSTEN, POLICE CHIEF
SUBJECT: LOCAL BACKGROUND- LIQUOR LICENSE- CORPORATE MANAGER
J-BIRDS
DATE: 2/7/2008
CC:

The police department conducted a check of computerized records on the applicant, Jay Brown, for criminal conduct in Nebraska in reference to the Corporate Manager and Liquor License application. No entries were found.

Brown is the current owner and manager of J-Birds. Below is a call history related to police activity at "J-Birds" for 2006 and 2007.

04/01/06	CHECK LOCATION
05/25/06	CHECK LOCATION
05/25/06	ASSIST:LAW AGENCY
05/25/06	CHECK WELL BEING
08/09/06	CHECK LOCATION
08/10/06	CHECK LOCATION
08/10/06	ASSIST:LAW AGENCY
08/10/06	ASSIST:LAW AGENCY
03/31/07	ASSIST A CITIZEN
05/24/07	RECKLESS ENDANGER
05/24/07	ASSIST:LAW AGENCY
	MISSING
06/15/07	PERSON/ADULT
08/12/07	ALARM:RESIDENTIAL

NEW APP - C-79978- ANNEXED
REPLACING 54024
LEASE EXPIRES 1/31/2012

RECEIVED

FEB 04 2008

NEBRASKA LIQUOR
CONTROL COMMISSION

CLASS OF LICENSE FOR WHICH APPLICATION IS MADE AND FEES
CHECK DESIRED CLASS(S)

79978

RETAIL LICENSE(S)

- | | | | |
|-------------------------------------|---|-----------------------------------------------|---------|
| <input type="checkbox"/> | A | BEER, ON SALE ONLY | |
| <input type="checkbox"/> | B | BEER, OFF SALE ONLY | \$45.00 |
| <input checked="" type="checkbox"/> | C | BEER, WINE & DISTILLED SPIRITS, ON & OFF SALE | \$45.00 |
| <input type="checkbox"/> | D | BEER, WINE & DISTILLED SPIRITS, OFF SALE ONLY | \$45.00 |
| <input type="checkbox"/> | I | BEER, WINE & DISTILLED SPIRITS, ON SALE ONLY | \$45.00 |

Class K Catering license may be added to any of these classes with the filing of the appropriate form and fee of \$100.00

MISCELLANEOUS

- | | | | | |
|--------------------------|---|--------------------------|------------------------|-----------------------|
| <input type="checkbox"/> | L | Craft Brewery (Brew Pub) | \$295.00 | \$1,000 minimum bond |
| <input type="checkbox"/> | O | Boat | \$ 95.00 | |
| <input type="checkbox"/> | V | Manufacturer | \$ 45.00(+license fee) | \$10,000 minimum bond |
| <input type="checkbox"/> | W | Wholesale Beer | \$545.00 | \$5,000 minimum bond |
| <input type="checkbox"/> | X | Wholesale Liquor | \$795.00 | \$5,000 minimum bond |
| <input type="checkbox"/> | Y | Farm Winery | \$295.00 | \$1,000 minimum bond |
| <input type="checkbox"/> | Z | Micro Distillery | \$295.00 | \$1,000 minimum bond |

All Class C licenses expire October 31st

All other licenses expire April 30th

Catering expire same as underlying retail license

TYPE OF APPLICATION BEING APPLIED FOR (CHECK ONE)

- ☐ Individual License (requires insert form 1)
☐ Partnership License (requires insert form 2)
☒ Corporate License (requires insert form 3a & 3c)
☐ Limited Liability Company (requires form 3b & 3c)

NAME OF PERSON OR FIRM ASSISTING WITH APPLICATION

(commission will call this person with any questions we may have on this application)

Name Tim J. Kielty, Attorney at Law

Phone number: 402/334-1400

Firm Name Tim J. Kielty, P.C., Attorney at Law

Att'y 10218-45-jbm



0800001827

PREMISE INFORMATION

Trade Name (doing business as) J-Birds Food and Spirits

Street Address #1 9723 and 9725 Giles Road

Street Address #2 _____

City LaVista County Sarpy 59 Zip Code 68128

Premise Telephone number 402/991-3999

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

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

Name same as above

Street Address #1 _____

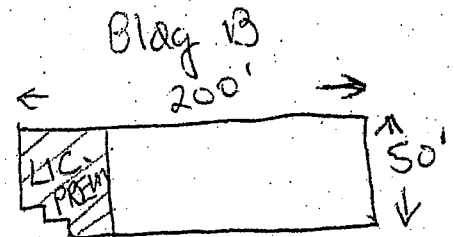
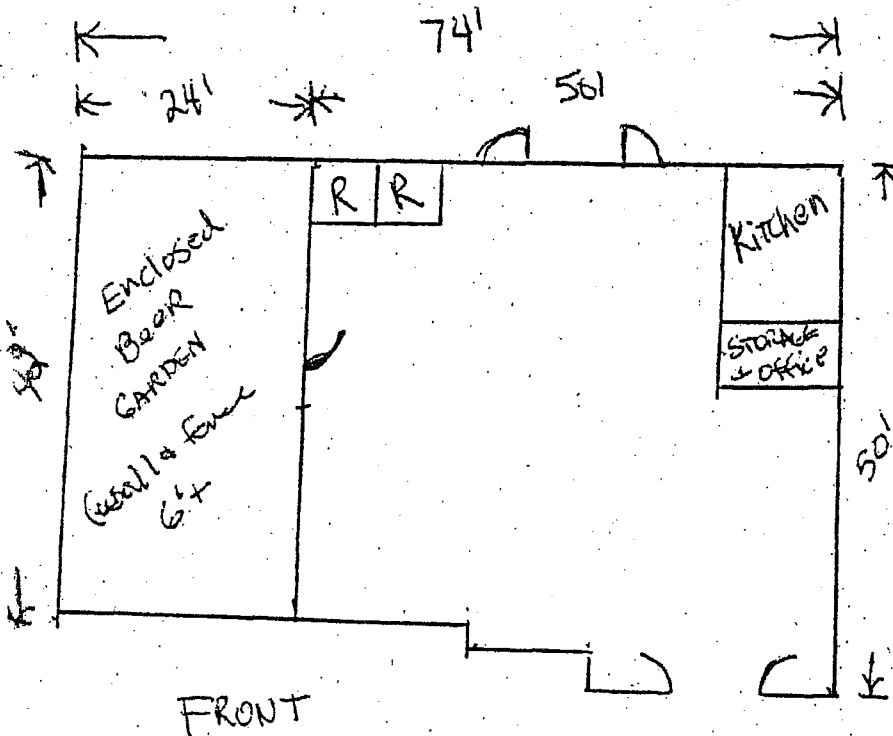
Street Address #2 _____

City _____ County _____ Zip Code _____

DESCRIPTION AND DIAGRAM OF THE STRUCTURE TO BE LICENSED

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

Entire One story area 74' x 50'
Bays 1 & 2 + Bldg. B in strip mall 200' x 50'



APPLICANT INFORMATION

READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

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

☒ YES ☐ NO

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

Jay Brown, theft of hubcaps May 1965, at 18 years of age, \$10 fine.

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

☒ YES ☐ NO

If yes, give name of business and license number

Annexed - D54024

a) Submit a copy of the sales agreement including a list of the furniture, fixtures and equipment.

b) Include a list of alcohol being purchased, list the name brand, container size and how many?

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

☒ YES ☐ NO

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

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

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

☒ YES ☐ NO

If yes, list the lender

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

☒ YES ☐ NO

If yes, explain. All involved persons must be disclosed on application.

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

☒ YES ☐ NO

If yes, list such items and the owner.

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

☒ YES ☐ NO

If yes, explain.

No silent partners

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

☐ YES ☒ NO

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

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

☐ YES ☒ NO

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

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

First National Bank of Omaha - Jay Brown

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

J-Birds, Sarpy County, annexed by LaVista

12. List the person who will be the on site supervisor of the business and the estimated number of hours per week such person or manager will be on the premises supervising operations.

Jay Brown -- 40+ hours

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

Raffles, 72 & Harrison (4 yrs); Flashbacks (5 yrs.) as cook/bartender; J-Birds (6 yrs.)

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

☒ Lease: expiration date June 30, 2011

☐ Deed

☐ Purchase Agreement

15. When do you intend to open for business? as soon as approved

16. What will be the main nature of business? restaurant (food services) and lounge

17. What are the anticipated hours of operation? 11 a.m. - 1 a.m. (Monday - Saturday)

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

RESIDENCES					
APPLICANT: CITY & STATE	YEAR		SPOUSE: CITY & STATE	YEAR	
	FROM	TO		FROM	TO
Jay Brown - 840 N. 124 Ct., #11					
Omaha, NE 68154	Aug. 90	present	N/A		

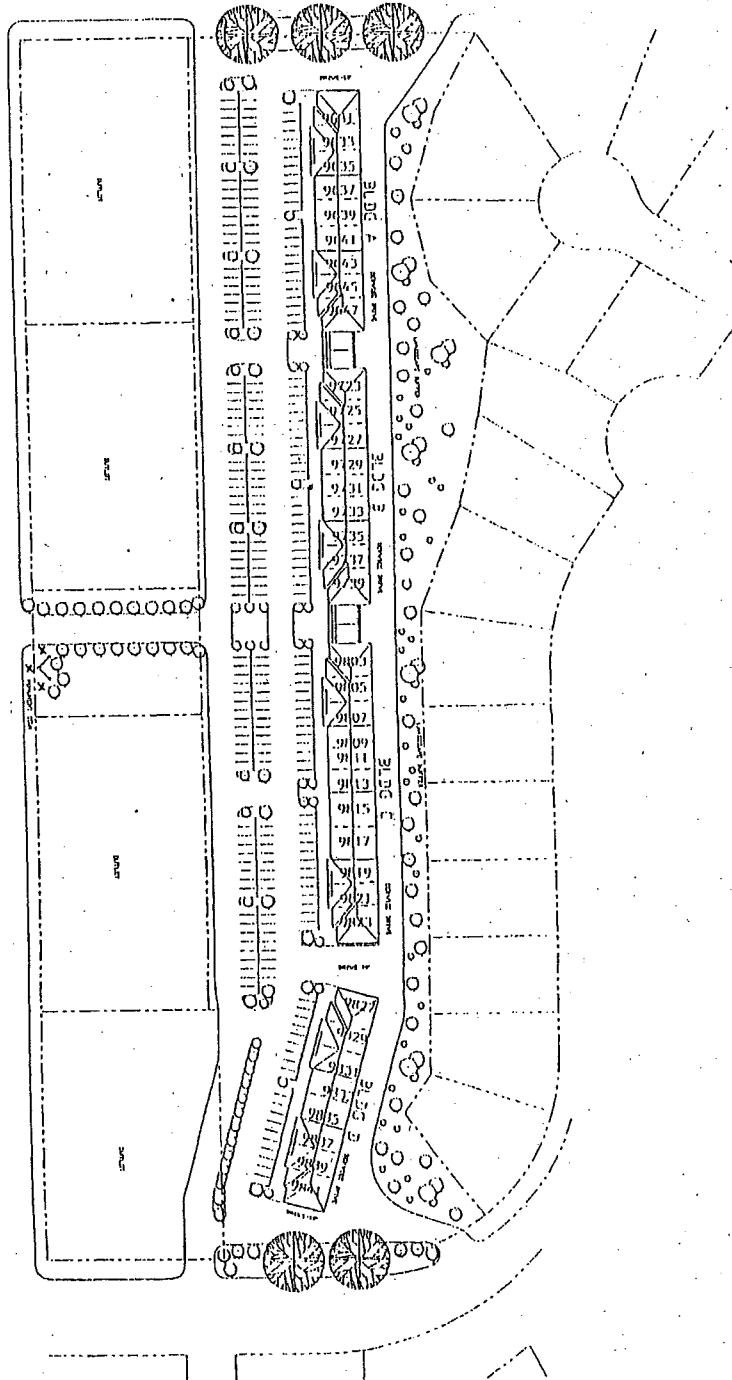
EXHIBIT "A"

Val Verde Shopping Center

RECEIVED

FEB 04 2008

NEBRASKA LIQUOR
CONTROL COMMISSION



2 OF 11

Val Verde Commercial Center

CONCEPTUAL SITE PLAN

VAL VERDE COMMERCIAL CENTER

SHEET ONLY 17

EXHIBIT "B"

Description of Landlord's work

A. Landlord to build demising walls.

B. Landlord to provide Tenant a T.I. allowance of \$12.25/s.f.

RECEIVED

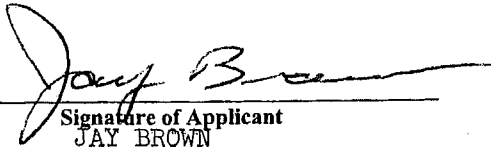
FEB 04 2008

NEBRASKA LIQUOR
CONTROL COMMISSION

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

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

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


Signature of Applicant
JAY BROWN

Signature of Spouse

Signature of Applicant

Signature of Spouse

Signature of Applicant

RECEIVED

Signature of Spouse

FEB 04 2008

Signature of Applicant

Signature of Spouse

NEBRASKA LIQUOR
CONTROL COMMISSION

Signature of Applicant

Signature of Spouse

State of Nebraska

County of Douglas

County of _____

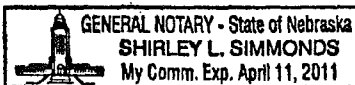
The foregoing instrument was acknowledged before
me this January 29, 2008 by

The foregoing instrument was acknowledged before
me this _____ by


Notary Public signature

Notary Public signature

Affix Seal Here



Affix Seal Here

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

APPLICATION FOR LIQUOR LICENSE
CORPORATION
INSERT - FORM 3a

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

Office Use

RECEIVED

FEB 04 2008

NEBRASKA LIQUOR
CONTROL COMMISSION

Officers, directors and stockholders holding over 25%, including spouses, are required to adhere to the following requirements

- 1) The president and stockholders holding over 25% and their spouse (if applicable) must submit their fingerprints (2 cards per person)
- 2) All officers, directors and stockholders holding over 25 % and their spouse (if applicable) must sign the signature page of the Application for License form (Even if a spousal affidavit has been submitted)

Attach copy of Articles of Incorporation (Articles must show bar code receipt by Secretary of States Office)

Name of Registered Agent: Jay Brown

Name of Corporation that will hold license as listed on the Articles

Glory Days, Inc.

Corporation Address: 840 North 124 Court, #11

City: Omaha State: NE Zip Code: 68154

Corporation Phone Number: 402/991-3999 Fax Number: _____

Total Number of Corporation Shares Issued: 400

Name and notarized signature of president (Information of president must be listed on following page)

Last Name: Brown First Name: Jay MI: G.

Home Address: 840 North 124 Court, #11 City: Omaha

State: NE Zip Code: 68154 Home Phone Number: 402/679-9334

Jay Brown

Signature of president

- JAY BROWN

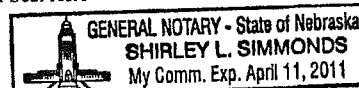
County of DOUGLAS

The foregoing instrument was acknowledged before me this January 29, 2008 by

Shirley L Simmonds

Notary Public signature

Affix Seal Here



Spouse Social Security Number: _____ Date of Birth: _____

List names of all officers, directors and stockholders (including spouses if they are stockholders) who have been submitted)

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Title: _____ Number of Shares: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Title: _____ Number of Shares: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Title: _____ Number of Shares: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Title: _____ Number of Shares: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Is the applying Corporation controlled by another Corporation?

☐ YES

☒ NO

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

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

Starting Date: January 1 Ending Date: December 31

Is this a Non-Profit Corporation?

☐ YES

☒ NO

If yes, provide the Federal ID #.

N/A

RECEIVED

FEB 04 2008

NEBRASKA LIQUOR
CONTROL COMMISSION

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

REVISED 5/2007

**MANAGER APPLICATION
INSERT - FORM 3c**

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

Office Use

RECEIVED

FEB 04 2008

**NEBRASKA LIQUOR
CONTROL COMMISSION**

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

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

Corporation/LLC information

Name of Corporation/LLC: Glory Days, Inc.

Premise information

Premise License Number: _____

Premise Trade Name/DBA: J-Birds

Premise Street Address: 9723 and 9725 Giles Road

City: LaVista State: NE Zip Code: 68128

Premise Phone Number: 402/991-3999

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



CORPORATE OFFICER SIGNATURE - JAY BROWN
(Faxed signatures are acceptable)

Manager's information must be completed below PLEASE PRINT CLEARLY

Gender: ☒ MALE ☐ FEMALE

Last Name: Brown First Name: Jay MI: G.

Home Address (include PO Box if applicable): 840 North 124 Court, #11

City: Omaha, State: NE Zip Code: 68154

Home Phone Number: 402/679-9334 Business Phone Number: 402/991-3999

Social Security Number: Drivers License Number & State:

Date Of Birth: 05/13/1947 Place Of Birth: Omaha, NE

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

☐ YES ☒ NO

Spouse's information

Spouses Last Name: N/A First Name: MI:

Social Security Number: Drivers License Number & State:

Date Of Birth: Place Of Birth:

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

APPLICANT

SPOUSE

CITY & STATE		YEAR FROM TO		CITY & STATE		YEAR FROM TO	
840 N.124 Ct., #11, Omaha, NE 68154		1990	Present				

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2001	Present	Glory Days, Inc.	self	402/679-9334
1997	2001	Auto repair (self-employed)	self	402/679-9334

Manager and spouse must review and answer the questions below

PLEASE PRINT CLEARLY

1. **READ PARAGRAPH CAREFULLY AND ANSWER COMPLETELY AND ACCURATELY.**

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

☒ YES

☐ NO

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

Jay Brown - May 1965 - Age 18 - theft of hubcaps - \$10 fine

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

☒ YES

☐ NO

Glory Days, Inc.

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

☒ YES

☐ NO

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

☒ YES

☐ NO

PERSONAL OATH AND CONSENT OF INVESTIGATION

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

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

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



Signature of Manager Applicant - JAY BROWN

N/A

Signature of Spouse

State of Nebraska

County of Douglas

County of _____

The foregoing instrument was acknowledged before me this 29th day of Jan, 2008 by

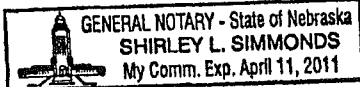
The foregoing instrument was acknowledged before me this _____ by



Notary Public signature

Notary Public signature

Affix Seal Here



Affix Seal Here

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

RECEIVED

FEB 04 2008

NEBRASKA LIQUOR
CONTROL COMMISSION

Revised 5/2007

STATE OF NEBRASKA
DEPARTMENT OF HEALTH
Division of Vital Statistics
STANDARD CERTIFICATE OF BIRTH

90679

DEPARTMENT OF COMMERCE
BUREAU OF THE CENSUS

1. PLACE OF BIRTH: <u>Douglas</u>		2. USUAL RESIDENCE OF MOTHER:	
(a) County <u>Douglas</u>	(a) State <u>Nebraska</u>	(b) Country <u>Douglas</u>	(b) City or town <u>Omaha</u>
(b) City or town <u>Omaha</u> (If outside city or town limits write RURAL)	(c) City or town <u>Omaha</u> (If outside city or town limits write RURAL)	(d) Street No. <u>1310 So 31st St.</u>	(d) Street No. <u>1310 So 31st St.</u>
(c) Name of hospital or institution: <u>Bishop Clarkson Memorial Hospital</u> (If not in hospital or institution give street number or location)	(d) Mother's stay before delivery: <u>13 Hrs</u> In this community. <u>10 Mo</u> (Specify whether years, months, or days)	(If rural, give location)	
3. Full name of child: <u>Jay Gordon Brown II</u>		4. Date of birth: <u>5-15-47</u> (Month) (Day) (Year)	
5. Sex: <u>Male</u>	6. Twin or triplet: <u>triplet</u>	7. Number of months of pregnancy: <u>9</u>	8.
FATHER OF CHILD		MOTHER OF CHILD	
9. Full name: <u>Leslie Agnew Brown</u>	15. Full maiden name: <u>Mary Margaret Allison</u>	16. Color or race: <u>white</u>	16. Color or race: <u>white</u>
10. Color or race: <u>white</u>	11. Age at time of this birth: <u>39</u> yrs.	17. Birthplace: <u>Orrick Missouri</u> (City, town, or county) (State or foreign country)	17. Birthplace: <u>Orrick Missouri</u> (City, town, or county) (State or foreign country)
12. Birthplace: <u>Hamden Missouri</u> (City, town, or county) (State or foreign country)	13. Usual occupation: <u>Chemist</u>	18. Usual occupation: <u>Housewife</u>	19. Usual occupation: <u>Housewife</u>
14. Industry or business: <u>U. S. Engineers</u>	20. Industry or business:	21. Mother's mailing address:	21. Mother's mailing address:
21. Children born to this mother:	22. How many other children of this mother are now living? <u>1</u>	22. How many other children of this mother are now living? <u>1</u>	22. How many other children of this mother are now living? <u>1</u>
(a) How many other children of this mother are now living? <u>1</u>	(b) How many other children were born alive but are now dead? <u>0</u>	(c) How many children were born dead? <u>0</u>	(c) How many children were born dead? <u>0</u>
Was serologic test made on blood from mother of this child? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Date <u>Routine</u>		If serologic test not made, state reason why:	
23. I hereby certify that I attended the birth of this child who was <u>born alive</u> at the hour of <u>8:05 A</u> m. on the date above stated (Born alive, Stillborn)			
and that the information given was furnished by <u>Mrs. Brown</u> related to this child as <u>mother</u>			
24. Attendant's own signature: <u>Ralph Luikart</u>		M. D. Address (or other): <u>R. A. Harmon</u>	
25. Registrar's own signature: <u>5-22-47</u>		26. Registrar's own signature: <u>R. A. Harmon</u>	

TRUE CERTIFICATION OF
A RECORD ON FILE WITH

JAN 28 2008

VITAL STATISTICS, DOUGLAS
CO. HEALTH DEPT., OMAHA, NE

Al J. Our
REGISTRAR

APPLICATION FOR LIQUOR LICENSE CHECKLIST

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

RECEIVED

FEB 04 2008

NEBRASKA LIQUOR
CONTROL COMMISSION

Applicant Name Glory Days, Inc.

Trade Name J-Birds Previous Trade Name _____

Provide all the items requested. Failure to provide any item will cause this application to be returned or placed on hold. All documents must be legible. Any false statement or omission may result in the denial, suspension, cancellation or revocation of your license. If your operation depends on receiving a liquor license, the Nebraska Liquor Control Commission cautions you that if you purchase, remodel, start construction, spend or commit money that you do so at your own risk. Prior to submitting your application review the application carefully to ensure that all sections are complete, and that any omissions or errors have not been made. You may want to check with the city/village or county clerk, where you are making application, to see if any additional requirements must be met before submitting application to the state.

REQUIRED ATTACHMENTS

Each item must be checked and included with application or marked N/A (not applicable)

- X 1. Fingerprint cards for each person (two cards per person) must be enclosed with a check payable to the Nebraska State Patrol for processing in the amount of \$38.00 per person. All areas must be completed on cards as per brochure.
- X 2. Enclose registration fee for the appropriate class of license, made out to the Nebraska Liquor Control Commission.
- X 3. Enclose the appropriate application forms; Individual License – Form 1; Partnership License – Form 2; Corporate - Form 3a; Limited Liability Form (LCC) – Form 3b. Corporate Form 3a and LLC Form 3b requires Corporate Manager application – Form 3c.
- X 4. If building is being leased send a copy of the lease. Be sure it reads in the individual(s), corporate or LLC name being applied for. Also, the lease must extend through the license year being applied for. If building owned, send a copy of the deed, or purchase agreement in appropriate name.
- N/A 5. If you are buying the business of a current licensee, provide a copy of the purchase agreement from licensee. This also needs to be in appropriate applicant's name.
- N/A 6. If wishing to run on current liquor license enclose temporary agency agreement (must be Commission form only, must include copy of signature card from the bank showing both the seller and buyers name on account).

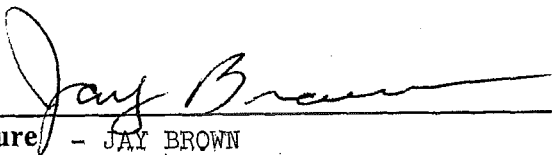
N/A 7. Copy of alcohol inventory being purchased. Inventory shall include brand names and container sizes. Inventory may be taken at the time application is being submitted.

N/A 8. Enclose a list of any inventory or property owned by other parties that are on the premise.

X 9. For individual, partnership and LLC enclose proof of citizenship; copy of birth certificate (certificate from the State where born, not hospital certificate), naturalization paper or passport, for all applicants, members and spouses.

X 10. If corporation or LLC enclose a copy of articles as filed with the Secretary of States Office. This document must show barcode.

I acknowledge that this application is not a guarantee that a liquor license will be issued to me, and that the average processing period is 45-60 days. Furthermore, I understand that all the information is truthful and I accept all responsibility for any false documents.


Signature - JAY BROWN

ONE VAL VERDE PLACE LLC

1718 Hillcrest Drive, Bellevue, NE 68005
Office 402-291-7824 ~ Fax 402-291-3095

RECEIVED

February 6, 2007

FEB 04 2008
NEBRASKA LIQUOR
CONTROL COMMISSION

Glory Days, Inc. d/b/a J Bird's Food & Spirits
Attn: Jay Brown
9723 Giles Road
La Vista, NE 68128
VIA FACSIMILE 991-2777

FEB 2/6/07 P.M.

RE: Balance Due

Dear Mr. Brown:

I have revised my renewal proposal see below for details.

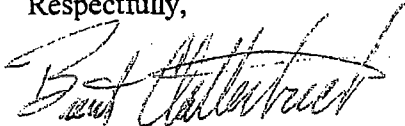
- Base rent

From 2/1/07 to 1/31/08	\$2,959.00 / month
From 2/1/08 to 1/31/09	\$2,959.00 / month
From 2/1/09 to 1/31/10	\$3,030.00 / month
From 2/1/10 to 1/31/11	\$3,030.00 / month
From 2/1/11 to 1/31/12	\$3,030.00 / month

- All other relevant terms and conditions of the original lease will remain unchanged. I would like to create a new lease to clean up the file if that is acceptable.

If you have any other questions or concerns please contact me. I would like to sign this up tomorrow 2/7/07, if possible.

Respectfully,



Brent L. Clatterbuck
Manager, One Val Verde Place

brent@clb.omhcoxmail.com

BLC

Addendum #1

This Lease Addendum modifies the Original Lease agreement, dated November 5th, 2001, and any subsequent Addendums between One Val Verde Place LLC, Landlord, and Glory Days, Inc. d/b/a J-Birds, Tenant, for the shopping center space located at 9723 & 9725 Giles Road, La Vista, NE 68128, in the building complex known as the One Val Verde Place. The Original Lease is hereby modified under the following terms and conditions:

1. Tenant agrees to renew this Lease for a Term of five (5) years.
2. The Fixed Minimum Rent during the additional term of five (5) years shall be as follows:

For the period from 2/1/07, to 1/31/08, \$ 2,959.00

For the period from 2/1/08, to 1/31/09, \$ 2,959.00

For the period from 2/1/09, to 1/31/10, \$ 3,030.00

For the period from 2/1/10, to 1/31/11, \$ 3,030.00

For the period from 2/1/11, to 1/31/12, \$ 3,030.00

3. All other terms and conditions of the original Lease will remain unchanged.

RECEIVED

FEB 04 2008

NEBRASKA LIQUOR
CONTROL COMMISSION

Dated this 31st day of JANUARY, 2007.

Lessor: One Val Verde Place LLC

By: [Signature]
Manager

Lessee: Glory Days, Inc. d/b/a J-Birds

By: [Signature]
Jay Brown

SHOPPING CENTER LEASE

THIS LEASE is made and entered into this 1st day of May, 2001, by and between One Val Verde Place ("Landlord") and Glory Days, Inc. dba J-Birds ("Tenant").

WITNESSETH:

1. **FUNDAMENTAL LEASE PROVISIONS.** Each of the following subparagraphs is individually referred to in this lease as a "Fundamental Lease Provision" and is contained in this paragraph for convenience. Each reference in this lease to a Fundamental Lease Provision shall be construed to incorporate all of the terms of such Fundamental Lease Provision. In the event of any conflict between a Fundamental Lease Provision and any other provision of this lease, such other provision shall govern.

- (a) Landlord: One Val Verde Place
- (b) Landlord's Address for Notices and Rent Payments:
One Val Verde Place c/o Brent Clatterbuck
2013 Harlan Dr. Bellevue, NE 68005
- (c) Tenant: Glory Days, Inc. dba J-Birds (Jay Brown)
- (d) Tenant's Address for Notices:
9803 & 9805 Giles Road
LaVista, NE 68046
- (e) Tenant's Trade Name: J-Birds
- (f) Address of Premises:
9803 & 9805 Giles Road
LaVista, NE 68046
- (g) Name of Shopping Center Development: One Val Verde Place
- (h) Approximate Number of Square Feet in Premises: 2,840 sq. ft. Final square footage to be determined after build out.
- (i) Length of Lease Term: 5 Years
- (j) Minimum Rent: \$170,400.00 total minimum rent for the Lease Term payable as follows:
For the period from 7/1/01 thru 6/30/06 \$2,840.00 per month
- (k) Percentage of Gross Sales for Percentage Rent: n/a.
- (l) Initial Annual Common Area Charge: \$1.25p/s/f (\$295.83/month)
- (m) Initial Annual Insurance Contribution: \$.20 p/s/f (\$47.33/month)
- (n) Initial Annual Tax Contribution: \$1.00 p/s/f (\$236.67/month)
- (o) Initial Monthly Promotion Charge: \$.029 p/s/f (\$82.36/month)
- (p) Permitted Use of Premises: Restaurant/Bar and all related uses.
- (q) Security Deposit: \$2,840.00.
- (r) Commencement Date of Lease Term: 7/1/01.

2. **LEASED PREMISES.** Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the premises whose address is set forth as a Fundamental Lease Provision in paragraph 1 (f) and which premises are situated in the location outlined in red on the shopping center site plan attached to this lease as Exhibit A. Such premises, which are referred to in this lease as the "Premises", are a portion of the

RECEIVED

FEB 04 2008

NEBRASKA LIQUOR
CONTROL COMMISSION

shopping center development whose name is set forth as a Fundamental Lease Provision in paragraph 1 (g); such shopping center development is referred to in this lease as the "Shopping Center". The Premises contain the approximate number of square feet of floor space which is set forth as a Fundamental Lease Provision in Paragraph 1 (h).

3. **LANDLORD'S WORK AND OTHER CONSTRUCTION.** Tenant acknowledges that, except as expressly provided in Exhibit B to this lease, Landlord has made and by this lease makes no representations or agreements as to either (a) the remodeling, equipping, alteration, or improvement of the Premises as they now exist, (b) the construction of any improvements in the Shopping Center other than such improvements as presently are in existence therein, or (c) the specific or number of tenants of any buildings now existing or hereafter constructed in the Shopping Center. Landlord reserves the right from time to time in its sole and absolute discretion to effect such other tenancies in the Shopping Center as Landlord may determine to be in the best interests of the Shopping Center. Landlord also reserves the right from time to time in its sole and absolute discretion to construct other buildings and improvements in the Shopping Center which may but need not adjoin the building in which the Premises are located, together with such additional parking areas (if needed in Landlord's reasonable judgement) as will be sufficient to serve the Shopping Center as then constituted, and to modify the Common Areas as they may exist from time to time.
4. **TERM.** This lease shall be for the term set forth as a Fundamental Lease Provision in paragraph 1(i), unless sooner terminated pursuant to the provisions of this lease. The commencement date of the term of this lease (the "Commencement Date") shall be that date set forth as a Fundamental Lease Provision in paragraph 1(r); provided, that if Tenant opens for business in the Premises prior to the Commencement Date, then the period from the date of Tenant's opening for business in the Premises to the Commencement Date shall be added to and become a part of the term of this lease. If Landlord delivers possession of the Premises to Tenant prior to the Commencement Date, then notwithstanding any other provision of this lease all of the Tenant's obligations under this lease other than the payment of rent shall commence on the date on which Landlord delivers possession of the Premises to Tenant. For all purposes of this lease, the phrase "lease year" shall mean the twelve (12) months commencing on the first day of the first full calendar month of the term of this lease and on each succeeding anniversary of such day.
5. **MINIMUM RENT.** For each lease year during the term of this lease, and on a pro rata basis for any partial lease year, Tenant shall pay to Landlord a guaranteed minimum rent in the amount set forth as a Fundamental Lease Provision in paragraph 1 (j) (the "Minimum Rent"). The Minimum Rent shall be payable in advance in equal monthly installments on the first day of each calendar month during the term of this lease. The monthly installment of Minimum Rent for any calendar month during the term of this lease prior to the commencement of the first lease year and of any other period of less than a calendar month shall be prorated on a daily basis and shall be paid by Tenant to Landlord within five (5) days after the commencement of the period for which it is due.
6. **COMMON AREAS.** In addition to the occupancy of the Premises, Tenant and Tenant's employees, agents, customers, and invitees also shall have the right to the non-exclusive use of automobile parking areas, access roads, driveways, and sidewalks which may be located from time to time in the Shopping Center. Such parking areas, access roads, driveways, and sidewalks collectively are referred to in this lease as the "Common Areas". Such use of the Common Areas at all times shall be subject to such reasonable rules and regulations as Landlord from time to time may establish, and Tenant shall abide by all such rules and regulations established by Landlord. Landlord shall have the right in its sole and absolute discretion, without the consent or approval of Tenant, at any time and from time to time (i) to enter into, modify, and terminate easements and other agreements pertaining to the use and maintenance of the Common Areas; (ii) to close temporarily or permanently any or all portions of the Common Areas; (iii) to change the dimensions, configurations, and locations of the Common Areas as shown on the Shopping Center site plan attached hereto as Exhibit "A", as well as the location, dimensions, configurations, identity, and type of any buildings shown thereon, to construct additional buildings or additional stories on existing buildings or other improvements in the Shopping Center, and to eliminate buildings from the Shopping Center; (iv) to operate for its own account

various income-producing facilities in the Common Areas; (v) to erect such promotional and other displays within the Common areas as Landlord may deem desirable; (vi) to do and perform such other acts in and to the Common areas as Landlord shall determine to be necessary or appropriate. No exercise by Landlord of any rights herein reserved shall be deemed to be a constructive or actual eviction of Tenant or entitle Tenant to any compensation or damages from Landlord for any injury, inconvenience, or loss of business or to the abatement of any Minimum Rent or Percentage Rent. Tenant shall not use any portion of the Common Areas for the conduct of its business or for the solicitation of business without the prior written consent of Landlord. Tenant shall require its employees to park their motor vehicles only in such areas as Landlord may designate from time to time for such purpose.

7. **COMMON AREAS OPERATION.** Except as otherwise provided in this lease, Landlord shall operate and maintain the Common Areas during the term of this lease in good order and repair in accordance with reasonable standards of shopping center cleanliness and maintenance; provided, that Tenant at its expense shall keep the Common Areas free of litter, trash, and debris generated by or resulting from the operation of Tenant's business in and about the Premises; and provided further, that Tenant at its expense shall keep the sidewalks adjacent to the Premises free of ice, snow, debris, and temporary or moveable obstructions. Tenant shall pay to Landlord for each calendar year during the term of this lease and any other period of occupancy of the Premises by Tenant, as additional rent, Tenant's Common Areas Charge (as defined in the following sentence.) For purposes of this lease, Tenant's Common Area Charge for a calendar year shall be the Tenant Fraction of the costs paid, incurred, or accrued by Landlord for operating and maintaining the Common Areas during such calendar year. For purposes of this lease, the phrase "Tenant Fraction" shall mean the fraction whose numerator is the total number of square feet of floor space contained in the Premises and whose denominator is the total number of square feet of leasable floor space contained in all of the buildings in the Shopping Center. Tenant shall pay to Landlord, concurrently (1/12th) of Tenant's estimated Common Areas Charge for the current calendar year, as determined annually and communicated to Tenant in writing by Landlord. Tenant's estimated monthly Common Area Charge for the first calendar year is set forth as a Fundamental Lease Provision in Paragraph 1 (1). Within thirty (30) days after the end of each calendar year, Tenant shall pay to Landlord any unpaid portion of its actual Common Areas Charge for such calendar year or shall be entitled to a credit from Landlord for any excess Common Areas Charge actually paid by Tenant for such calendar year. If Tenant shall occupy the Premises only during part of a calendar year, then Tenant's Common Areas charge for such partial calendar year shall be prorated for such calendar year, unless Tenant is otherwise obligated under this lease in respect of all such calendar year. For purposes of this lease, the costs of operating and maintaining Common Areas shall include, but not be limited to, any Shopping Center management fees, the costs of lighting, electricity, heating and air conditioning for any enclosed portions of the Common Areas, water, cleaning, painting, sealing, staining and exterior maintenance of all buildings and facias, and awnings, trash removal, snow removal, pollution control, line repainting, landscape maintenance, sewer charges, wages, payroll taxes, worker's compensation insurance, parking lot liability insurance, licenses and permit fees, policing and security services, fire protection, traffic direction, repairs, replacements, depreciation and maintenance on equipment, maintenance supplies, personal property taxes, other everyday maintenance expenses, reserves for future maintenance and repair work and replacement of capital improvements (which Tenant hereby authorizes Landlord to make as necessary), the costs of alterations and improvements made by landlord to comply with applicable laws and regulations of governmental authorities, now existing or hereafter enacted, any costs incurred by Landlord in connection with seeking any reduction in the costs of taxes, utilities or other charges levied, assessed or imposed in connection with the Shopping Center, including, the cost of any third party tax or utility service, and an administrative charge equal to fifteen percent (15%) of such costs.

8. **PERMITTED USE.** Tenant may use the Premises only for the permitted use set forth as a Fundamental Lease Provision in paragraph 1 (p) and for no other purpose. Tenant agrees at all times to conduct its business in the Premises in a dignified, ethical, responsible, and reputable manner consistent with the highest standards of service and merchandising and at all times to comply with all laws, ordinances, and governmental regulations (whether now existing or hereafter enacted or adopted) affecting the Premises and its cleanliness, safety, occupancy, and use. Tenant at its own expense shall comply with and shall make all modifications or accommodations to the Premises required by Americans with Disabilities Act or any similar state or local handicap discrimination law. Tenant shall indemnify, defend and hold harmless

Landlord from and against any claims, losses, damages, and expense (including attorneys' fee) arising out of or resulting from Tenant's failure to make any such modifications or accommodations and Tenant's failure to comply with all applicable laws, ordinances, rules, and regulations, including but not limited to the Americans with Disabilities Act or any similar state or local handicap discrimination law. Without limiting the foregoing, Tenant shall not use or occupy the Premise unless and until a Certificate of Occupancy permitting Tenant's use and occupancy has been issued by the appropriate governmental authority and remains in effect, any and all conditions and requirements of the Certificate of Occupancy have been complied with, and Landlord had received a copy of the Certificate of Occupancy and evidence of such compliance. Tenant shall prohibit its customers from loitering or congregating in the Premises or the Common Areas and from becoming a nuisance or otherwise disturbing the other tenants of the Shopping Center and their respective customers, employees, and invitees. Tenant agrees not to do or omit to do anything which will cause an increase in the premiums for the casualty insurance which Landlord maintains on the Shopping Center over and above the premiums which otherwise would be in effect for such insurance or which would cause the cancellation of any such insurance. Tenant shall pay Landlord on demand any increase in the insurance premiums on the Shopping Center on account of any extra risk caused by Tenant's use of the Premises.

- 9. OPERATION OF BUSINESS.** Tenant shall (a) conduct its business in the entire Premises; (b) remain open for business during customary business days and hours for similar businesses in the city or trade area where the Shopping Center is located and also shall remain open on such days and for such hours as Landlord generally may require of business in the Shopping Center; (c) adequately staff its store with sufficient employees to handle the maximum amount of business and carry a stock of merchandise of such size, character, and quality as may be necessary to accomplish such maximum amount of business; (d) keep its display windows and signs, if any, well lighted during all business hours; (e) keep the Premises and both the exterior and interior portions of windows, doors, and other glass or plate glass fixtures therein in neat, clean, sanitary, and safe conditions; (f) warehouse, store, or stock only such goods, wears, and merchandise in the Premises as Tenant intends to offer for sale at retail in the Premises; (g) neither solicit business nor distribute advertising matter in the Common Areas; (h) not place any excessive weight upon the floor of the Premises; (i) use the insignia or other identifying mark of the Shopping Center (if any) designated by Landlord in Tenant's advertising, whether printed or visual and make reference to the name of the Shopping Center in each instance of audio advertising; (j) not place or permit any radio or television antenna, loud speaker, or sound amplifier, or any phonograph or other devices similar to any of the foregoing, on the roof or outside of the Premises or at any other place where it may be seen or heard outside of the Premises; and (k) not permit noise, sounds, activities, odors, or disturbances within the Premises which interfere or are likely to interfere with the businesses of other tenants in Shopping Center and shall install a ventilation system in the Premises which is sufficient to insure that odors do not permeate through the walls or ceiling of the Premises into adjacent bays of the Shopping Center. Tenant agrees not to do or permit anything to be done which will interfere with the quiet enjoyment of other tenants or occupiers of the Shopping Center. If Tenant's trade name is set forth as a Fundamental Lease Provision in paragraph 1(e), then Tenant shall not conduct its business in the Premises under any other trade name without first obtaining Landlord's written consent to such change of trade name.

- 10. LANDLORD'S COVENANTS.** Landlord covenants that it is the owner or ground lessee of the Shopping Center and that Landlord has full power and authority to make this lease with Tenant. Landlord further covenants that Tenant, upon the complete and timely payment of all rent and performance of all Tenant's other obligations under this lease, shall peacefully and quietly have, hold, and enjoy the occupancy of the Premises throughout the term of this lease or until this lease is Tenant sooner terminated in accordance with its provisions without any disturbance from Landlord or anyone claiming by, through, or under Landlord.

- 11. LIENS.** Tenant shall have no authority to cause or permit a mechanic's construction, or other lien to arise or be perfected with respect to the Premises or any part thereof; and Tenant shall so advise any contractor performing any work or providing any materials for Tenant in or with respect to the Premises. If any mechanic's, construction or other lien is filed against the Premises or any part thereof for any reason whatsoever by reason of Tenant's acts or omissions or because of a claim against Tenant, then Tenant shall cause such lien to be cancelled and discharged of record by bond or otherwise within ten (10) days after request by Landlord.

- 12. MAINTENANCE AND REPAIRS.** Except as otherwise provided in this lease,

Landlord at its expense shall keep and maintain the foundation, roof, and structural portions of the walls of the Premises, and the main utility connections serving the Premises, in good condition and repair at all times during the term of this lease, except for damage thereto caused by the acts or omissions of Tenant or any of Tenant's contractors, employees, agents, customers, or invitees. Tenant shall be responsible for and shall at its expense repair any damage to the roof of the Premises resulting from any penetration of the roof of the Premises made by Tenant or its agents or contractors for the purpose of installing vents, exhaust fans, or similar devices serving the Premises or for any other purpose. Tenant at its expense shall repair any damage to any portion of the Premises caused by the acts or omissions of Tenant or any of Tenant's contractors, employees, agents, customers, or invitees. Except for those items for which Landlord is responsible pursuant to the first sentence of this paragraph, Tenant at its expense shall keep and maintain the Premises in good condition and repair at all times during the term of this lease in such manner as Landlord and any insurer of the Premises reasonably may require and may also be required to comply with all applicable laws, ordinances, rules, and regulations, now existing or hereafter enacted, of any federal, state, or local governmental agency or subdivision having jurisdiction over the Premises. Tenant's responsibilities under this paragraph shall include but are not limited to all plate glass windows and doors in the Premises, the store front or fronts of the Premises, and the fixtures and equipment serving or constituting a part of the Premises (including but not limited to the lighting, heating, air conditioning, ventilating, plumbing, electrical, sewer, and other mechanical systems and equipment serving the Premises). Tenant at its expense promptly shall make any and all repairs and replacements to the Premises and to the fixtures and equipment serving or constituting a part thereof which may be required to comply with the obligations of the Tenant under this paragraph, in each case in a good and workmanlike manner using materials, fixtures, and equipment whose quality is at least equal to that of the materials, fixtures, and equipment being repaired or replaced. Upon the expiration or termination of this lease, Tenant shall deliver the Premises and the fixtures and equipment constituting a part thereof (excluding the Tenant's trade fixtures) to Landlord in good condition and repair, reasonable wear and tear expected. Notwithstanding the foregoing provisions of this paragraph, Landlord and Tenant agree that this paragraph shall not be applicable to any damage to or destruction of the Premises falling within the scope of paragraphs 23 and 24 (dealing with insured and uninsured casualties) or paragraph 44 (dealing with eminent domain), which damage or destruction shall be governed by the provisions of such other paragraphs.

13. SIGNS AND TRADE FIXTURES. Tenant may install upon the exterior of the Premises and remove therefrom, at Tenant's expense, signs relating solely to Tenant's business in the Premises which comply with the sign criteria attached hereto as Exhibit "C" and with all applicable laws, ordinances, and governmental regulations and which will cause no damage to the Premises; provided, that if any of such signs are other than the uniform signs prescribed by Landlord, Tenant first shall submit to Landlord plans for such signs showing all details (to scale) and colors thereof and shall obtain Landlord's prior written approval of such signs. Tenant shall not place or erect any signs or other devices upon any of the Common Areas. Tenant may install in the Premises and remove therefrom such trade fixtures as Tenant may deem necessary or appropriate to its business operations. Any damage to the Premises which may be caused by the removal of any of Tenant's signs or trade fixtures shall be repaired by Tenant at its expense forthwith upon the removal of any such signs or trade fixtures. Tenant shall be responsible for the cleaning of, repair or replacement of, and maintenance of all signs erected or installed on or in the Premises.

14. ALTERATIONS BY TENANT. Tenant, at its expense, during the term of this lease may make such non-structural alterations to the interior of the Premises as it deems appropriate; provided that (i) the structural integrity of the Premises is not thereby adversely affected or diminished, (ii) the roof of the Premises is not affected, (iii) the value of the building in which the Premises are located is not thereby diminished, and (iv) the exterior appearance (including the store front) of the Premises is not thereby altered or changed. In all other instances Tenant shall secure the prior written approval of Landlord before making any alterations, which consent may be conditioned on the furnishing by Tenant of a bond of a surety company reasonably acceptable to Landlord. In all cases Tenant must obtain Landlord's written consent before making any installations on the roof of the Premises or any roof penetrations for the purpose of installing vents, exhaust fans, or similar devices to serve the Premises or for any other purpose. All such alterations shall be completed in a good and workmanlike manner with first-class materials and workmanship. Tenant shall make no additions or alterations whatsoever to the exterior of the Premises without the prior written consent of Landlord. At Landlord's option, any additions or alterations

made to the interior of the Premises by Tenant (including but not limited to any carpeting, linoleum, or other floor covering which is cemented, glued, or otherwise affixed to the floor of the Premises) shall remain a part of the Premises and be surrendered therewith upon the expiration or termination of this lease, or upon the expiration or termination of this lease Tenant at its expense shall remove such additions or alterations and restore the Premises to their condition at the time of Landlord's delivery of possession thereof to Tenant. Furthermore, advance written approval of Landlord is required before Tenant removes or replaces any existing glass frontage including doors and windows.

15. INDEMNIFICATION. Tenant agrees to indemnify Landlord against and to hold Landlord harmless from any and all claims or demands of any third party arising from or based upon any alleged act, omission, or negligence of Tenant or Tenant's contractors, agents, invitees, customers, employees, or anyone else for whom Tenant may be or alleged to be responsible. In the event that Landlord shall, without fault on its part, be made a party to any litigation commenced by any third party against Tenant, then Tenant shall hold Landlord harmless from such litigation and shall pay all costs, expenses, and reasonable attorneys' fees incurred or paid by Landlord in connection with such litigation, together with any judgments rendered against Landlord.

16. INSURANCE. Landlord at all times during the term of this lease and any other period of occupancy of the Premises by Tenant shall obtain and keep in force with respect to the Common Areas general public liability insurance in form customarily written for the protection of owners, landlords, and tenants of real estate, which insurance shall provide coverage for both Landlord and Tenant of not less than \$1,000,000 for each occurrence of bodily injury or property damage. Landlord further agrees at all times during the term of this lease and any other period of occupancy of the Premises by Tenant to maintain and keep in force with respect to the Shopping Center (i) an all-risk form of replacement value insurance against physical loss or damage on at least an eighty percent (80%) co-insurance basis, (ii) insurance against loss of rents, and (iii) general liability insurance. Tenant shall pay to Landlord for each calendar year during the term of this lease and any other period of occupancy of the Premises by Tenant, as additional rent, Tenant's Insurance Contribution (as defined in the following sentence). For purposes of this lease, Tenant's "Insurance Contribution" for a calendar year shall be the Tenant Fraction of the premiums actually paid by Landlord during such calendar year for the insurance coverages referred to in the first two sentences of this Paragraph 16. If any building in the Shopping Center is separately insured against physical loss or damage and the premiums for such separate insurance are payable by a tenant or owner other than Landlord, then such insurance premiums shall not be included in the premiums upon which Tenant's Insurance Contribution is based; and in such event the denominator of the Tenant Fraction for the purposes of allocation of casualty insurance shall be reduced by the number of square feet of leasable floor space contained in the building or buildings which are covered by such separate insurance. Tenant shall pay to Landlord, concurrently with Tenant's payments of monthly installments of Minimum Rent, an amount equal to one-twelfth (1/12) of Tenant's estimated Insurance Contribution for the current calendar year as determined annually and communicated to Tenant in writing by Landlord; within thirty (30) days after the end of each calendar year, Tenant shall pay to Landlord any unpaid portion of its actual Insurance Contribution for such calendar year or shall be entitled to a credit from Landlord for any excess Insurance Contribution actually paid by Tenant for such calendar year. Tenant's estimated monthly Insurance Contribution for the first calendar year is set forth as a Fundamental Lease Provision in paragraph 1 (m). Tenant's Insurance Contribution shall be prorated for any period of Tenant's occupancy of the Premises which is less than a full calendar year, unless Tenant is otherwise obligated under this lease in respect of all of such calendar year. Tenant at its expense at all times during the term of this lease and any other period of occupancy of the Premises by Tenant shall obtain and keep in force with respect to the Premises general public liability insurance in form customarily written for the protection of owners, landlords, and tenants of real estate, with Landlord and Tenant as named insureds, which insurance shall provide coverage of not less than \$1,000,000 for each occurrence of bodily injury or property damage. Tenant also shall carry such personal injury and special liability insurance coverages, including but not limited to premises-operations, products and professional liability coverages as may be customary or appropriate with respect to Tenant's business or as Landlord reasonably may require and shall include Landlord as a named insured thereunder. Tenant understands and acknowledges that the insurance which the second sentence of this paragraph 16 requires Landlord to obtain and keep in force will not cover any of Tenant's property, including but not

limited to leasehold improvements. Tenant agrees, at its expense, during the term of this lease and other period of occupancy of the Premises by Tenant to obtain and keep in force with respect to Tenant's leasehold improvements, inventory, fixtures and equipment, signs, and other personal property in the Premises replacement value fire and broad form extended coverage insurance on at least an eighty percent (80%) co-insurance basis; Landlord shall be included as a named insured under the policies providing such insurance with respect to Tenant's leasehold improvements, and Tenant shall furnish Landlord with an appropriate certificate evidencing that all such insurance is in force and that Landlord is a named insured thereunder as to such leasehold improvements. All policies of insurance required to be carried by Tenant hereunder shall provide that they may not be cancelled without at least thirty (30) days prior written notice to Landlord. Prior to Tenant's taking possession of the Premises, Tenant shall furnish to Landlord appropriate certificates evidencing that such insurance is in force and that Landlord is named as an insured thereunder; and Tenant shall pay to Landlord, on demand, a late charge of fifty dollars (\$50.00) if such certificates are not delivered to Landlord within thirty (30) days after Landlord has made a written request to Tenant for such certificates.

- 17. DAMAGE BY INSURED CASUALTY.** If the Premises shall be partially or wholly damaged or destroyed by fire or any other casualty covered by the insurance required to be maintained by Landlord pursuant to the second sentence of paragraph 21, then Landlord forthwith shall proceed to repair and restore the Premises to at least the condition the Premises were in immediately prior to such damage or destruction; provided, that Landlord's work shall not include the repair or restoration of any improvements or other work done by Tenant in or about the Premises. If the Shopping Center is more than 25% damaged or destroyed by fire or any other casualty covered by such insurance, then Landlord shall have the option either to cancel this lease by notice to Tenant in writing within sixty (60) days after the occurrence of such damage or destruction or to repair and restore the Shopping Center to at least the condition it was in immediately prior to such damage or destruction, in which latter event this lease shall continue in full force and effect; provided, that Landlord's work shall not include the repair or restoration of any improvements installed or other work done by Tenant in or about the Premises. If Landlord repairs or restores the Premises of the Shopping Center, as the case may be, pursuant to this paragraph, then Tenant at its expense promptly shall repair, restore, or replace all of its leasehold improvements, trade fixtures, and personal property damaged or destroyed by such fire or other casualty.
- 18. DAMAGE BY UNINSURED CASUALTY.** If the Shopping Center shall suffer damage in an amount less than \$50,000 by virtue of any casualty not covered by the insurance required to be maintained by Landlord pursuant to paragraph 21, then Landlord forthwith shall repair and restore the Shopping Center to at least the condition that it was in immediately prior to such damage. If the Shopping Center shall suffer damage in excess of \$50,000 by virtue of any casualty not covered by the insurance required to be maintained by Landlord pursuant to paragraph 21, then Landlord at its option either (a) may repair and restore the Shopping Center to good condition so as to be fit for occupancy within a reasonable time after the occurrence of such damage or (b) within sixty (60) days after the occurrence of such damage may terminate this lease by giving Tenant notice in writing of such termination. If Landlord exercises its option to repair and restore the Shopping Center pursuant to this paragraph, then it shall give Tenant written notice of the exercise of such option within sixty (60) days after the occurrence of such damage and then shall proceed with reasonable diligence to make such repairs and restoration; provided, that Landlord's work shall not include the repair or restoration of any improvements installed or other work done by Tenant in or about the Premises. In such latter event, Tenant at its expense promptly shall repair, restore, or replace all of its leasehold improvements, trade fixtures, and personal property damaged by such casualty. If the uninsured damage referred to in this paragraph is caused by the act or omission of Tenant or any of Tenant's contractors, employees, agents, customers, or invitees, then notwithstanding any other provision of this paragraph Tenant at its expense forthwith shall repair such damage.
- 19. ABATEMENT OF RENT.** In the event of any damage to or destruction of the Premises which makes the Premises in whole or in part unfit for use by Tenant in the normal course of its business in the Premises which is unfit for use by Tenant in the normal course of its business, shall abate until the Premises have been repaired or restored by Landlord in accordance with paragraph 22 or paragraph 23, as the case may be. Nothing in this paragraph shall be construed to abate the Percentage Rent or any additional rent payable by Tenant under this lease, but the computation of the Percentage Rent shall be based upon the reduced Minimum Rent to the extent that the

Minimum Rent is abated pursuant to the preceding sentence.

20. HANDLING CHARGE. Tenant shall pay to Landlord on demand a handling charge of Twenty-five Dollars (\$25.00) for any check given to Landlord by Tenant for payment of any sums due hereunder which is dishonored by Tenant's bank for any reason.

21. ASSIGNMENT AND SUBLETTING. Tenant shall have no right to assign this lease or to sublet the Premises without the prior written consent of Landlord, which consent may be withheld by Landlord in Landlord's sole discretion for any reason whatsoever; provided, that if Landlord in its absolute discretion gives such consent, then Tenant shall remain primarily liable to Landlord for the payment of the rent and the performance of all of Tenant's other obligations under this lease for the remainder of the term of this lease. Tenant shall not allow or permit any transfer of this lease, or of any interest in or rights under this lease, by operation of law and shall not mortgage, pledge, or encumber this lease or any interest herein. For purposes of this paragraph, a change of control of Tenant shall be deemed to be an assignment of this lease requiring Landlord's prior written consent. If Landlord consents to an assignment of this lease by Tenant, then such consent shall apply only to the remainder of the then current term of this lease and not to any subsequent periods as to which Tenant has an unexercised option to extend the term of this lease; and any such option or options shall be of no further force or effect after such assignment has been consented to by Landlord. Landlord shall have the absolute right, exercisable in its sole discretion for any reason, to withhold any consent which may be required under this paragraph.

22. ENTRY BY LANDLORD. Landlord shall have the right to enter upon the Premises at all reasonable hours for the purpose of inspecting the Premises, for the purpose of making repairs, additions, or alterations thereto, or for any other lawful purpose; provided, that such entry shall not unreasonably interfere with the conduct of Tenant's business. For a period commencing six (6) months prior to the expiration of this lease, Landlord may have reasonable access to the Premises for the purpose of exhibiting the Premises to prospective tenants thereof and may display "For Rent" signs on the Premises.

23. UTILITIES. Tenant shall pay for all gas, water, electricity, telephone, data communication lines, and other utility services used or consumed in or about or furnished to the Premises during the term of this lease and shall pay all sewer use fees or similar charges made or imposed with respect to or against the Premises during the term of this lease. Tenant shall hold Landlord and the Premises harmless from all liens, charges, and costs with respect to such items. Tenant agrees that it will not install any equipment which will exceed or overload the capacity of any utility facilities serving the Premises and that if any equipment installed by Tenant requires additional utility facilities, such additional utility facilities shall be installed at Tenant's expense in accordance with plans and specifications approved in writing in advance by Landlord. Landlord shall not be liable for any interruption in the supply of any utilities to the Premises or for any damage caused either to the electrical system or to Tenant's equipment in the Premises by any power surge. Landlord does not guarantee the availability of any utilities. If Landlord provides any of such utility services to Tenant because they are not or cannot be separately metered or billed to Tenant, then Tenant shall pay to Landlord, within ten (10) days after receiving a statement therefor from Landlord, Tenant's equitable share of the billing received by Landlord for such utility service, which share shall be determined by Landlord in its sole discretion taking into account such factors, including but not limited to the nature of Tenant's business, as Landlord reasonably may consider to be appropriate.

24. BANKRUPTCY. In the event Tenant becomes the subject of voluntary or involuntary proceedings under the federal bankruptcy statutes as in effect from time to time, Landlord shall have all of the rights and remedies which are available to a Landlord under such statutes in such an event. Such event also shall constitute a default under this lease, and Landlord thereupon may exercise all of its rights and remedies under paragraph 40 unless prohibited from doing so by such statutes.

25. HOLDOVER. In the event that Tenant remains in possession of the Premises after the expiration or termination of this lease, then Tenant shall be deemed to be occupying the Premises as a Tenant from month-to-month, subject to all of the conditions, provisions, and obligations of this lease, but without any rights to extend the term of this lease; provided, that the Minimum Rent payable by Tenant during any such period of holdover shall be computed at the rate of 150% of the Minimum Rent payable by Tenant during the lease year most recently ended. Landlord's acceptance of rent from Tenant in such event shall not alter the status of Tenant as a month-to-month tenant whose occupancy of the Premises may be terminated by Landlord at any time upon one month's notice in advance.

- 26. WAIVERS.** One or more waivers by Landlord or Tenant of a breach of any covenant or condition by the other of them shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by Landlord or Tenant to or of any act by either requiring the other's consent or approval shall not be deemed to waive or render unnecessary either party's consent to or approval of any subsequent similar act by the other party. No waiver or consent of either party shall be binding unless in writing, and Landlord's acceptance of rent with knowledge of the existence of any breach of this lease by Tenant shall not constitute a waiver of such breach.
- 27. WAIVER OF CLAIMS.** Each party hereto hereby waives any and all claims for or rights of recovery which such party or anyone claiming through such party may have against the other party hereto (or such other party's officers, agents, or employees) for or with respect to any loss of or damage to such waiving party's property or for any business interruption which is insured or indemnified under valid insurance policies, whether or not such loss, damage, or business interruption is caused by the negligence of such other party or such other party's officers, agents, employees, or any other person or persons for whose actions such other party may be responsible or liable; provided, that the foregoing waiver shall be effective only to the extent of the insurance proceeds actually collected under such policies in respect of such loss, damage, or business interruption and only when permitted by the applicable insurance policy. Such waiver of claims and rights by Tenant also shall operate as a similar waiver in favor of the other tenants of the Shopping Center and the respective officers, agents, and employees of such other tenants.
- 28. NOTICES.** Whenever under this lease a provision is made for notice of any kind, such notice and the service thereof shall be deemed sufficient if such notice to Tenant is in writing addressed to Tenant at the address set forth as a Fundamental Lease Provision in paragraph I (d) and is delivered personally or sent by overnight express delivery or by United States certified mail, return receipt requested, with postage prepaid and if such notice to Landlord is in writing addressed to Landlord at the address set forth as a Fundamental Lease Provision in paragraph I (b) and is delivered personally or sent by overnight express delivery or by United States certified mail, return receipt requested, with postage prepaid. Either party may by notice to the other party change the address at which it wishes to receive any notice given under this lease.
- 29. RELATIONSHIP OF PARTIES.** Nothing contained in this lease shall be deemed or construed by Landlord or Tenant, or by any third party, to create the relationship of principal and agent or of partnership or of joint venture between Landlord and Tenant.
- 30. NO LIABILITY OF LANDLORD.** Landlord shall not be responsible or liable to Tenant or anyone claiming through Tenant for any loss or damage that may be caused by or through the acts or omissions of persons occupying premises adjacent to the Premises or in any other part of the Shopping Center (or of their customers, employees, agents, or invitees) or for any expense, loss, or damage sustained by Tenant or anyone claiming through Tenant from (a) bursting, stoppage, or leaking of water, gas, sewer or steam pipes, downspouts, tanks, drains, or fixtures wherever located, (b) broken glass, (c) water, snow, or ice upon the Shopping Center or any portion thereof, (d) theft or other dishonest act by anyone other than Landlord, (e) water, wind, or other weather or natural condition or event, or (f) defects in the Premises or any fixtures or equipment therein which Landlord has not expressly agreed in writing to remedy.
- 31. TAXES.** Landlord shall pay, prior to delinquency, the general real estate taxes and the installments of special taxes, assessments, or levies of any kind (however denominated) payable during the term of this lease (collectively referred to in this paragraph as the "Taxes") on the land and improvements constituting the Shopping Center. Tenant shall pay to Landlord for each calendar year during the term of this lease or any other period of occupancy of the Premises by Tenant, as additional rent, Tenant's Tax Contribution (as defined in the following sentence). For purposes of this lease Tenant's "Tax Contribution" for a calendar year shall be the Tenant Fraction of the Taxes actually paid by Landlord during such calendar year, regardless of the tax period to which such Taxes relate. If any portion of the Shopping Center is assessed for real estate tax purposes as a separate parcel and the Taxes on such separate parcel are payable by a tenant or owner other than Landlord, then such Taxes shall not be included in the Taxes for purposes of Tenant's Tax Contribution under this paragraph; and in such event the denominator of the Tenant Fraction for purposes of this paragraph shall be reduced by the number of square feet of leasable floor space contained in the building or buildings located on such separate parcel. Tenant shall pay to Landlord, concurrently with Tenant's payments of monthly installments of Minimum Rent, an amount equal to one-twelfth (1/12) of Tenant's estimated Tax

Contribution for the current calendar year, as determined annually and communicated to Tenant in writing by Landlord; within thirty (30) days after the end of each lease year, Tenant shall pay to Landlord any unpaid portion of its actual Tax Contribution of such calendar year or shall be entitled to a credit from Landlord for any excess Tax Contribution actually paid by Tenant for such calendar year. Tenant's Tax Contribution shall be prorated for any period of Tenant's occupancy of the Premises which is less than full calendar year unless Tenant is otherwise obligated under this lease in respect of all of such calendar year. Tenant's estimated monthly Tax Contribution for the first calendar year is set forth as a Fundamental Lease Provision in paragraph 1(n). Tenant shall be responsible for and shall pay, before the same become delinquent, all federal, state, county and local taxes (other than Landlord's income taxes) levied or assessed upon: (1) any personal property, fixtures, or leasehold improvements of Tenant at any time located in or about the Premises, as well as any increase in the Taxes resulting from any improvements or alterations made to the Premises by Tenant pursuant to paragraph 19; and (2) Tenant's interest under this Lease or the rentals derived from or paid by Tenant under this Lease. Tenant shall also be responsible for and shall pay all sales, excise and other equivalent taxes (however denominated) in any way resulting from Tenant's possession or use of the Premises or payment of rent under this Lease. Tenant agrees to pay, upon receipt of an invoice from Landlord, its pro rata share of any fees and expenses charged by Landlord's tax consultants, if any, and/or fees and expenses (including, without limitation, attorneys' fees and accountants' fees) incurred by Landlord in connection with the pursuit of any reduction, refund, or revaluation of the real estate taxes.

- 32. DELAYS IN PERFORMANCE.** The performance by Landlord and Tenant of any of their respective obligations or undertakings provided for in this lease (except the payment of rent or any other sums of money payable by Tenant under this lease) shall be excused and no default shall be deemed to exist in the event and so long as the performance of any such obligation or undertaking is prevented, delayed, retarded, or hindered by any act of nature, weather conditions, fire, earthquake, flood, explosion, war, riot, failure of transportation, strikes, lockouts, action of labor unions, condemnation, laws, orders of government or civil or military authorities, inability to procure labor, equipment, facilities, materials, or supplies in the open market, or any other cause beyond, the control of Landlord or Tenant, as the case may be.
- 33. MANNER AND PLACE OF PAYMENTS.** All payments of rent and any other sums payable by Tenant to Landlord under this lease shall be made by Tenant to Landlord without demand, deduction, or set-off at the address set forth as a Fundamental Lease Provision in paragraph 1(b) or at such other place as Landlord from time to time may designate in writing.
- 34. DELINQUENT PAYMENTS.** If any rent or other sums payable by Tenant under this lease are not paid within five (5) days after such rent or other sums are due, then such unpaid rent or other sums shall bear interest at the lesser of (a) the rate of 18% per annum or (b) the highest rate per annum permitted to be contracted for by natural persons under the laws of the State in which the Premises are located, from their respective due dates until paid, which interest shall be due and payable immediately. If Landlord engages an attorney or collection agency to collect any delinquent payment from Tenant or to enforce the performance by Tenant of any other obligation of Tenant which is delinquent under this Lease, then Tenant also shall be liable for and shall pay to Landlord, on demand, an amount equal to the attorney fees, court costs, and other collection expenses incurred by Landlord with respect to the collection of such delinquent payment or the enforcement of such delinquent performance, whether or not suit is filed against Tenant for such purpose. If Tenant is late for three (3) or more consecutive months in making any of its payments of rent due under this Lease, then Landlord, in addition to Landlord's other rights and remedies under this Lease, thereafter shall have the right to require Tenant to make all rent payments under this Lease quarterly in advance rather than monthly in advance.
- 35. DEFAULT.** If Tenant defaults in the payment of any rent or other sums when due hereunder, vacates or abandons the Premises or fails to perform or comply with any other term or condition of this Lease and if such nonpayment, vacation, abandonment, or nonperformance shall continue for a period of five (5) days after notice thereof has been given by Landlord to Tenant, then Landlord, at its option, may re-renter and repossess the Premises, with or without process of law, and, at its option, may declare this lease terminated and the term of this lease ended forthwith; and Landlord shall not be liable for damages by reason of such re-entry and repossession. Landlord shall have full and uncontested right to take possession of Tenant's fixtures, equipment, inventory, and other property in or about the Premises, holding all such property as additional security for the rent and other sums due and to become due under this lease. Notwithstanding such re-entry and repossession by Landlord and the holding of such

fixtures, equipment, inventory, and other personal property, and whether or not Landlord exercises its option to terminate this lease, the liability of Tenant for the payment of the rent and other sums due or to become due under this lease and for the performance of Tenant's other obligations under this lease for the remainder of the term of this lease (determined as if Landlord had not terminated this lease) shall not be relinquished or extinguished but shall continue in full force and effect; and Landlord at any time may commence such one or more actions as it may deem necessary to collect any sums due from or payable by Tenant under this lease for such period. In the event of any such re-entry and repossession, Landlord shall have the right to relet all or any portion of the Premises upon such terms and conditions as Landlord may deem appropriate; and any such relating shall not relieve Tenant of any of its obligations to Landlord under this lease, except to the extent of any net rentals actually received by Landlord from such reletting after deducting all of Landlord's expenses (including but not limited to legal expenses, brokerage commissions, and the costs of remodeling the Premises so as to render the Premises suitable for reletting) incurred in preparing for and accomplishing such reletting. Tenant further agrees to pay, in addition to the rent and other sums payable under this lease, such additional sums as a court of competent jurisdiction may adjudge reasonable as attorneys' fees in any suit or action instituted by Landlord to enforce the provisions of this lease or the collection of the rent or other sums payable by Tenant under this lease. Tenant hereby waives any right of redemption which it may have under any present or future law in the event Tenant is evicted from or dispossessed of the Premises for any reason. Unless Landlord otherwise agrees in writing, Tenant's surrender of possession of the Premises to Landlord prior to the end of the term of this lease and Landlord's acceptance of such surrender shall not effect a termination of this lease or release Tenant from any of its obligations under this lease for the remainder of the term of this lease. To the extent allowed by law, Tenant hereby waives any and all right to a trial by jury in any suit or suits brought to enforce any provisions of this lease or arising out of or concerning any provisions of this lease.

36. **CUMULATIVE RIGHTS.** The rights, options, elections, and remedies of Landlord and Tenant contained in this lease shall be cumulative and may be exercised on one or more occasions; and none of them shall be construed as excluding any other or additional right, priority, or remedy allowed or provided by law.
37. **SUBORDINATION.** Landlord may assign its rights under this lease as security to the holders of one or more mortgages (which term shall include a mortgage, deed of trust, or other encumbrance) now or hereafter in force against the Premises or the Shopping Center. Upon the request of Landlord, Tenant agrees to subordinate its right's under this lease to the lien of one or more mortgages (which term shall include a mortgage, deed of trust, or other encumbrance now or hereafter in force against the Premises or the Shopping Center and to all advances made or hereafter to be made upon the security thereof; provided, that any such mortgage shall provide, or the mortgagee shall agree, that the mortgagee, in the event of its acquiring title to the Premises or the Shopping Center, whether through foreclosure, judicial process, power of sale, or otherwise, shall recognize the validity of this lease and shall honor the rights of Tenant under this lease so long as Tenant (a) is not in default under this lease at the time such mortgagee acquires title to the Premises or the Shopping Center and (b) agrees to attorn to such mortgagee as if it were the original landlord under this lease. Such subordination shall be in such form as Landlord or the mortgagee may require.
38. **EMINENT DOMAIN.** If the whole of the Premises or the Shopping Center or the parking area in the Shopping Center shall be taken under the power of eminent domain, then this lease shall terminate and expire as of the date upon which possession must be surrendered to the public authority involved; the rent and any other sums payable under this lease shall be prorated as of such date; and Landlord and Tenant shall be released from any further liability under this lease. If more than twenty-five percent (25%) but less than all of the floor area of the Premises or of the Shopping Center shall be taken or condemned or if the ratio of square feet of parking area in the Shopping Center to the square feet of all leasable floor space in the buildings then located in the Shopping Center is reduced to less than 2 1/2 to 1 through condemnation or eminent domain proceedings and Landlord does not within ninety (90) days begin and thereafter complete the construction of substitute parking replacing at least the majority of the parking so taken using double decking, contiguous land, or underground areas, then either Landlord or Tenant may terminate this lease by serving upon the other party a written notice of termination effective as of the date upon which possession must be surrendered to the public authority involved. In the event that such option to terminate is exercised, the Minimum Rent and any other sums payable under this lease shall be prorated as of such date of surrendering possession; and Landlord and Tenant shall be released from any further liability under this lease. If any portion

of the Premises or the Shopping Center is taken for public use and if neither party is entitled to exercise or does exercise its option to terminate this lease as permitted above in this paragraph, then the Minimum Rent shall be reduced as of the date upon which possession must be surrendered to the public authority involved in the proportion which the actual floor area in the Premises taken bears to the total floor area originally demised in the Premises, and after such date the Percentage Rent shall be based upon the reduced Minimum Rent; and Landlord promptly shall repair, restore, or rebuild for occupancy by Tenant the portion of the Premises not so taken. If, during the repair, restoration, or rebuilding required, the Premises are not usable in the opinion of Landlord, then Landlord and its contractors temporarily shall have possession of the Premises during the period of repair, restoration, or rebuilding; but the reduced rent provided for in this paragraph shall not abate. All compensation and damages awarded or other sums or awards paid on account of any condemnation or taking, whether temporary or permanent, under the power of eminent domain of the Premises, the Common Areas, or the Shopping Center, or any portion of portions thereof, shall belong to and be the sole property of Landlord whether such damages or other sums are awarded as compensation for the loss, taking, or diminution in value of any fee, leasehold, easement, or other interest in the Premises, the Common Areas, the Shopping Center, or otherwise or for the acquisition by the condemning authority of any temporary easement or other rights therein; and in no event shall Tenant have any claim whatsoever against Landlord or the condemning authority for the loss or diminution in value of its leasehold interest in the Premises of any leasehold improvements therein or for the value of any unexpired term of this lease, Tenant hereby expressly assigning to Landlord any such right or claim; provided, however, that Tenant shall be entitled to any separate award made by the condemning authority solely for or on account of any loss or expense which Tenant may sustain or incur in removing Tenant's merchandise, trade fixtures, or equipment from the Premises or for any loss of or damage to such items of Tenant's personal property. Nothing contained in this paragraph shall be construed to release any liability of Tenant to Landlord which arose prior to the effective date of any termination of this lease pursuant to this paragraph.

- 39. CONTINUOUS OCCUPANCY.** Tenant agrees continuously throughout the term of this lease to occupy the Premises and to conduct its business therefrom during all normal business hours, except when the Premises are untenable by reason of the occurrence of any damage thereto or the destruction thereof; and Tenant's failure to comply with the preceding provisions of this sentence shall constitute a default under this lease. In the event that Tenant does not so occupy the Premises and conduct its business therefrom, then Tenant shall pay monthly as additional rent (over and above and in addition to the Minimum Rent and any other sums required to be paid by Tenant) during any such period of non-occupancy or non-conduct of its business a sum equal to the greater of (a) 50% of the Minimum Rent payable during such Period or (b) 200% of the amount of Percentage Rent paid or required by the terms of this lease to have been paid for the same period during the immediately preceding lease year.
- 40. BINDING AGREEMENT.** All rights and liabilities given to or imposed upon Landlord or Tenant in this lease shall extend to and bind their respective heirs, executors, administrators, personal representatives, successors, and assigns. No rights, however, shall inure to the benefit of any assigns of Tenant unless the assignment thereof to such assignee has been approved in writing by Landlord.
- 41. ESTOPPEL CERTIFICATES.** Tenant, from time to time upon written request from Landlord, agrees to execute, acknowledge, and deliver to Landlord within ten (10) days after such written request, in form reasonably satisfactory to Landlord, a written statement certifying that Tenant has accepted the Premises, that this lease in unmodified and in full force and effect (or, if there have been modifications, that this lease is in full force and effect as modified, setting forth the modifications), that Landlord has performed all of its obligations under this lease and is not in default under this lease, and such additional facts as reasonably may be required by Landlord. Tenant understands and agrees that any such statement delivered pursuant to this paragraph may be relied upon by any prospective purchaser of the Premises, any mortgagee or prospective mortgagee of the Premises, and their respective successors and assigns. Tenant's failure to comply with this paragraph shall at Landlord's option constitute an event of default under this lease.
- 42. GOVERNING LAW.** This lease shall be governed by and construed in accordance with the laws of the State in which the Premises are located.
- 43. MULTIPLE COUNTERPARTS.** This lease may be executed in multiple counterparts, each of which shall be deemed to be an original for all purposes.
- 44. DEFINITIONS.** Except as otherwise expressly stated in this lease, the "term" of this

lease shall include the original term and any additional period as to which this lease may be extended, and references to this "lease" shall include this document and any properly executed amendment thereof or supplement thereto.

- 45. NO PERSONAL LIABILITY.** Notwithstanding any other provision of this lease, Tenant agrees that it will look solely to the equity, estate, and property of Landlord in the land and buildings comprising the Shopping Center (subject to prior rights of the holder of any mortgage or deed of trust thereon) for the collection of any judgment requiring the payment of money by Landlord; and Tenant understands and agrees that no other assets of Landlord shall be subject to levy, execution, or other process for the satisfaction of any such judgment or for the enforcement of any rights or remedies of Tenant.
- 46. SALE OR UNDEERLYING LEASE.** In the event of a sale or transfer of all or any portion of the Shopping Center or any undivided interest therein, or in the event of the making by Landlord of any underlying lease of all or substantially all of the Shopping Center, or in the event of an assignment or transfer of the leasehold estate under any such underlying lease, the respective grantor, transferor, landlord, or assignor, as the case may be, thereafter shall be entirely relieved of all obligations to be performed by Landlord under this lease to the extent of the interest in or portion of the Shopping Center so sold, transferred, or leased. Notwithstanding the foregoing provisions this paragraph, the grantor, transferor, landlord, or assignor, as the case may be, referred to in this paragraph shall not be relieved of any liability to Tenant arising or occurring prior to the sale, transfer, or lease referred to in this paragraph.
- 47. PARAGRAPH TITLES.** The titles of the various paragraphs of this lease have been inserted merely as a matter of convenience and for reference only and shall not be deemed in any manner to affect the meaning or construction of the language contained in the body of such paragraphs.
- 48. SEVERABILITY.** If any provision of this lease shall be declared legally invalid or unenforceable, then the remaining provisions of this lease nevertheless shall continue in full force and effect and shall be enforceable to the fullest extent permitted by law.
- 49. TIME OF ESSENCE.** Time is of the essence of this lease, and all provisions of this lease relating to the time of performance of any obligation under this lease shall be strictly construed.
- 50. LANDLORD'S RIGHT TO CURE.** Landlord may, but shall not be obligated to, cure any default by Tenant in the performance of any of Tenant's obligations under this lease, including but not limited to Tenant's failure to pay any taxes, obtain any insurance, make any repairs, or satisfy any lien claims, after complying with the notice provisions contained in paragraph 41; in the event that Landlord elects to so cure any default by Tenant, then all costs and expenses paid by Landlord in so curing such default, including but not limited to reasonable attorneys' fees, shall be deemed to be additional rent due immediately after such payment by Landlord, together with interest thereon (except in the case of such attorneys' fees) at a rate provided for in paragraph 39 from the date of such payment by Landlord to the date of repayment by Tenant to Landlord.
- 51. SECURITY DEPOSIT.** Tenant shall deposit with Landlord as a security deposit under this lease the amount set forth as a Fundamental Lease Provision in paragraph 1 (q). Such security deposit shall be held by Landlord, without interest, as security for the faithful performance by Tenant of all the terms of this lease to be observed and performed by Tenant. The security deposit shall not be mortgaged, assigned, transferred, or encumbered by Tenant without the written consent of Landlord; and any such act on the part of Tenant shall be without force and effect and shall not be binding upon Landlord. If any rent or other sum payable by Tenant to Landlord is overdue and unpaid, or if Landlord makes any payments on behalf of Tenant, or if Tenant fails to perform any of the terms of this lease, then Landlord may, at its option and without prejudice to any other remedy which Landlord may have on account thereof, appropriate and apply such deposit or so much thereof as may be necessary toward the payment of the rent or other sum due Landlord by reason of such breach on the part of Tenant or toward the performance of any other overdue obligation of Tenant under this lease; and Tenant forthwith upon demand by Landlord shall restore such deposit to its original amount. If Tenant complies with all of the terms of this lease, then such deposit (or portion thereof not applied by Landlord to cure a default by Tenant) shall be returned to Tenant at the end of the term of this lease. In the event of bankruptcy or other creditor proceedings against Tenant, such security deposit shall be deemed to be applied first to the payment of rent and other sums due Landlord for periods prior to the commencement of such proceedings. Landlord may deliver such security deposit to the purchaser of Landlord's interest in the Premises in the event that such interest is sold, and thereupon Landlord shall be discharged from any further liability with respect to such deposit.

- 52. BROKERS.** Tenant warrants that it had no dealings with any broker or agent in connection with the negotiation or execution of this lease other than Landlord's broker, if any; and Tenant agrees to indemnify Landlord against and to hold Landlord harmless from any expense or liability for commissions or other compensation or charges claimed by an other broker or agent with respect to this lease.
- 53. NUMBER AND GENDER.** Where the context of this lease required, singular words shall be read as if plural, plural words shall be read as if singular and words of neuter gender shall be read as if masculine or feminine.
- 54. ENTIRE AGREEMENT.** Landlord and Tenant hereby agree that this document contains the entire agreement between them and that there are no other agreements, written or verbal, between them pertaining to the Premises or the subject matter hereof. This lease may not be amended or supplemented orally but only by an agreement in writing which has been signed by the party against whom enforcement of any such amendment or supplement is sought.
- 55. SURRENDER.** Upon the expiration or termination of this lease, Tenant agrees forthwith to surrender to Landlord possession of the Premises and the fixtures and equipment constituting a part thereof with all keys thereto.
- 56. ENVIRONMENTAL MATTERS.** For purposes of this paragraph "Hazardous Substance" shall have the meaning given to such phrase in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. @ 9601, et seq.) and also shall include any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials which are regulated by any federal, state, or local law, ordinance, rule, regulation, or policy relating to the protection of the environment. For purposes of this paragraph an "Environmental Regulation" is any federal, state, or local law, ordinance, rule, regulation, or policy governing the use, storage, treatment, transportation, manufacture, refinement, handling, production, discharge, emission, or disposal of any Hazardous Substance. Tenant shall not use, store, handle, produce, dispose of, discharge, take any other actions, or allow anyone else to take any of such actions, with respect to any Hazardous Substance in, at, on, or from the Premises in any manner which violates any Environmental Regulation. During the term of this lease and any other periods of Tenant's occupancy of the Premises, Tenant at its expense shall obtain, maintain in effect, and comply with all permits and licenses required by any Environmental Regulation applicable to Tenant or the Premises. Within three (3) business days after Tenant is notified or otherwise becomes aware of any actual or potential violation or alleged violation of any Environmental Regulation involving or relating to the Premises, Tenant shall notify Landlord in writing of such actual or potential violation or alleged violation and promptly shall deliver to Landlord copies of any written materials that Tenant may have or thereafter receive which pertain to or purport to give notice of such actual or potential violation or alleged violation. Tenant at its expense promptly shall conduct and complete all investigations, studies, sampling, testing, removal, and other actions necessary to clean up and remove from the Premises any Hazardous Substance which may have been introduced into or upon the Premises during the term of this lease or any other period of occupancy of the Premises by Tenant, all in accordance with and as required by any applicable Environmental Regulation and the orders and directions of federal, state, and local governmental authorities having jurisdiction over the Premises or such actions. Tenant shall provide Landlord and Landlord's agents or representatives with access to the Premises and to Tenant's files and records at all reasonable times for the purpose of verifying Tenant's compliance with the requirements of this paragraph. Tenant shall indemnify Landlord against and hold Landlord harmless from any and all claims, demands, penalties, fines, liabilities, settlements, damages, costs, or expenses of whatever kind or nature (including but not limited to attorney fees, fees of environmental consultants, and laboratory fees) known or unknown, contingent or otherwise, arising out of or in any way related to the presence, release, threatened release, or disposal of any Hazardous Substance in, upon, or from the Premises or arising out of or in any way related to the violation by Tenant or the Premises of any Environmental Regulation during the term of this lease and any other period of Tenant's occupancy of the Premises. The obligations of Tenant under this paragraph shall survive the termination of this lease and of Tenant's occupancy of the Premises.
- 57. PROMOTION CHARGE.** Tenant shall pay to Landlord monthly, in addition to all other sums payable hereunder, for each calendar year during the term of this Lease and any other period of occupancy a Promotion Charge. Tenant's initial Monthly Promotion Charge for the first calendar year is set forth as a Fundamental Lease Provision in paragraph 1(o). The amount of Tenant's Monthly Promotion Charge shall be increased each calendar year on January 1 by an amount equal to the greater of the following: (a) 10% of the then current Monthly Promotion Charge; or (b) the

percentage difference between the CPI for the preceding month of September and the CPI for September of the Base Year multiplied by the then current Monthly Promotion Charge. The term "CPI" shall mean the U. S. Department of Labor Consumer Price Index (All Items) for All Urban Consumers, 1982-84=100. The term "Base Year" shall mean the calendar year of the Commencement Date. The Monthly Promotion Charge will not be reduced. Such Promotion Charge shall be used by Landlord from time to time to develop and implement such advertising, promotional, special security program and public relations programs promoting the Shopping Center as Landlord, in its sole discretion, shall determine. All decisions regarding the placement and type of advertising, selection of media, determination of advertising content, types of promotional, special security program or public relations programs, and use of advertising or public relations agencies or consultants shall be within the sole discretion of Landlord. Landlord may spend in any fiscal year an amount greater or less than the aggregate contributions of tenants in that year and may commingle the Promotion Charge payments with its own funds pending future disbursement. Tenant agrees that the Promotion Charge collected by Landlord and expended in accordance with this paragraph may be used to meet any and all costs of maintaining, administering, directing, and implementing all advertising, promotional (including Holiday decorations), special security program and public relations activities of Landlord relating to the Shopping Center, including but not limited to media charges, advertising and public relations agency fees, market research studies, and reasonable salaries and administrative costs incurred by Landlord in connection with such activities.

58. ODORS. Tenant expressly agrees to prevent the permeation or spread of odors from the Premises which interfere or are likely to interfere with the business of other tenants in the Shopping Center. Tenant shall install a ventilation system in the Premises which is sufficient to insure that odors do not permeate through the walls or ceiling of the Premises into adjacent bays of the Shopping Center. In the event such odors should permeate or spread, Tenant agrees, at its own expense, to timely make all necessary repairs or take other remedial action to insure the containment of such odors and to indemnify and hold Landlord harmless from all damages, liabilities, costs and expenses incurred by Landlord, including with limitation reasonable attorneys' fees which in any way result from the permeation or spread of odors from the Premises.

59. EXHIBITS. The following Exhibits are an integral part of this lease and have been attached to this lease prior to its execution:

- A- Shopping Center site plan showing location of the Premises
- B- Description of Landlord's work to be done in the Premises
- C- Sign Criteria for the Shopping Center
- D- Additional provisions of this lease consisting of paragraphs A through K, inclusive. Such additional provisions are a part of this lease with the same force and effect as if they were fully set forth in the body of this lease rather than in such Exhibit.
- E- Covenants of Area

IN WITNESS WHEREOF, Landlord and Tenant have executed this lease the day and year first above written.

LANDLORD:

TENANT:

BY: _____

BY: _____

Landlord's Acknowledgment:

Nebraska

STATE OF NEBRASKA)
) SS:
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____

on behalf of _____ a _____

My commission expires: _____

Notary Public

RECEIVED

FEB 04 2008

NEBRASKA LIQUOR
CONTROL COMMISSION

Tenant's Acknowledgment:

STATE OF NEBRASKA)
) SS:
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ on behalf of _____ a _____

My commission expires: _____

Notary Public

(Partnership)

STATE OF NEBRASKA)
) SS:
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ on behalf of _____ a _____

My commission expires: _____

Notary Public

(Corporation)

STATE OF NEBRASKA)
) SS:
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ on behalf of _____ a _____

My commission expires: _____

Notary Public

EXHIBIT "C"

SIGN CRITERIA FOR THE SHOPPING CENTER

The criteria has been established for the purpose of assuring uniform signage for the shopping center and for the mutual benefit of all Tenants. Conformance will be strictly enforced, and any nonconforming installation of unapproved sign must be brought into conformance at the expense of the Tenant.

A. GENERAL REQUIREMENTS

1. Each Tenant shall submit or cause to be submitted to the Landlord before fabrication, two (2) copies of detailed sign drawings for approval. Drawings shall include location, size, layout, method of attachment, design and color of the proposed sign including all lettering and/or graphics. Tenant should note that approval action may take one to two weeks. Notwithstanding, no manufacturing or installation will be permitted without proper approval by Landlord.
2. All permits for signs and their installation shall be obtained by Tenant or Tenant's Representative. Tenant is responsible for compliance with all government criteria and fees.
3. All signs will be reviewed by the Landlord for conformance with this criteria and overall design quality. Approval or disapproval of sign submittal based on aesthetics or design shall remain the sole right of the Landlord.
4. All signs and their installation shall comply with all local building and electrical codes.
5. No projections above or below the sign limits will be permitted. Signs must be within the limits indicated.
6. Within fourteen (14) calendar days of the termination of Tenant's lease, Tenant shall have the sign removed by a sign company (approved by Landlord). If the sign is not removed within fourteen (14) days, Landlord reserves the right to have the sign removed at Tenant's expense. Sign fascia shall be replaced with a new matching panel. Vinyl letters attached to the sign band shall be removed and the face of the sign band fully cleaned.
7. Each Tenant who has a non-customer door for receiving merchandise may have, as approved by Landlord, uniformly applied on said door in location as directed by Landlord in 2" high letters, the Tenant's name and address. Where more than one Tenant uses the same door, each name and address shall be applied.
8. No script will be permitted unless it is part of an established trademark of Tenants.
9. Each Tenant shall be permitted to place upon each entrance of its premises not more than one hundred and forty-four (144) square inches of gold leaf or decal applied lettering not to exceed 2" in height, indicating hours of business, emergency telephone number, etc.
10. All signs shall be constructed and installed, including electrical hook-up, at Tenant's expense. Tenant shall cause his sign to be installed no later than thirty (30) days after Tenant opens for business.
11. Landlord shall have and hereby reserves at any time or times during the term of this Lease the right to designate and to change the signage of the shopping center.
12. All interior or exterior signs, posters, advertising, graphic designs, decals, paintings, window coverings, etc. must be approved by Landlord. Tenant must remove anything in the windows that has not been approved by Landlord within 7 days of receiving notice from Landlord or Tenant will be in default of the Lease Agreement. Landlord reserves the right to remove offensive or objectionable signage.

B. MATERIALS & SIZE:

1. All signs shall be entirely illuminated.
2. All signs shall be UL approved.
3. Width of Tenant fascia shall not exceed (75%) of width of store or shop and shall be centered within the Tenant's space.
4. No exposed lamps, transformers, tubing, raceways, conductors, conduit will be permitted.
5. No audible, flashing, or animated signs will be permitted.
6. No exposed fastening shall be permitted.
7. No labels will be permitted on exposed surface of sign except those required by local ordinance, and those shall be placed in an inconspicuous location.
8. The maximum height of any sign letter shall not exceed 20".

C. INSTALLATION:

1. Tenant shall be responsible for the installation and maintenance of his signs.
2. Electrical service and hook-up to all signs shall be from Tenant's meter at Tenant's expense.
3. Tenant's sign contractor shall repair any damage caused by said contractor.
4. Tenant shall be liable for the operations of Tenant's sign contractor.
5. All penetrations of the building structure required for sign installation shall be sealed in a watertight condition and shall be patched to match the adjacent finish.
6. Landlord insists upon the utilization of the above criteria/specification in order to maintain a uniform sign program.

EXHIBIT "D"

ADDITIONAL PROVISIONS

A. OTHER TENANTS

Landlord reserves the absolute right to effect such other tendencies in the Shopping Center as Landlord, in the exercise of its sole business judgment, which it may determine best promotes the interest of the Shopping Center. Tenant does not rely on the fact, nor does the Landlord represent that any specific tenant or number of tenants shall during the term of this lease occupy any space in the Shopping Center. This lease is and shall be considered to be the only agreement between the parties hereto and their representatives and agents. All negotiations and oral agreements acceptable to both parties have been merged into and are included herein. There are not other representatives or warranties between the parties and all reliance with respect to representations is solely upon the representations and agreements contained in this document.

B. DIGNIFIED USE

Tenant agrees that it shall conduct its business in a dignified and ethical manner consistent with the highest standard of service and merchandising, and not in a disruptable or immoral manner or in violation of any state or local laws. This shall include, but not be limited to the following: 1) Adult supervision shall be in evidence within the Premises during all business hours. 2) Tenant shall prohibit loitering of its customers within its Premises or within the Common Areas of the Shopping Center. 3) Noise associated with the operation of the business, including recorded music, shall be kept at an acceptable level so as not to interfere with the "quiet enjoyment" of other Tenants in the Shopping Center.

Landlord shall notify Tenant, in writing, of any violation in connection with this Section. The determination of said violation shall be at the sole discretion of the Landlord. If Tenant shall not have cured said condition within ten (10) days after being notified by Landlord, Landlord may terminate this Lease and take possession of the Premises without waiving any rights which it may have at law.

C. ALTERATIONS

Advanced written approval is required by Tenant to Landlord if it should become necessary to change the existing glass frontage (including door and windows), for the installation, repair, or removal of any and all equipment. Tenant shall be fully responsible for all expenses and damages incurred as a result of said installation, repair, or removal of such equipment. Tenant agrees not to affect the structural support of the Premises and shall return the Premises to its original condition.

D. CONSTRUCTION SPECIFICATIONS

Tenant agrees that Landlord or Landlord's designated representative must approve any and all plans for new construction and remodel of Tenant's Lease Premises during the entire time Tenant occupies said Premises. Tenant shall inform Landlord or Landlord's designated representative in writing of Tenant's requirements and shall provide Landlord with detailed reproducible drawings showing said construction to be done and Tenant shall request in writing Landlord's approval and acceptance of said plans. Landlord agrees to not unreasonably withhold approval of construction and shall notify Tenant in writing within ten (10) business days of acceptance or denial of Tenant's request and reasons for denial of request if Landlord does in fact not elect to allow said construction to occur.

E. REGULATORY LEGISLATION

Tenant, at all times (during the duration of the Lease Agreement) shall be required to comply with any and all Local, State, and Federal regulations, which directly pertain to Tenant's intended use.

Furthermore, Tenant shall be liable for all damages resulting from the operation of Tenant's business in and about the Premises. For purposes of this paragraph, Tenant shall be liable for all damages to, but not limited to the Common Area, utility facilities and services, heating, air conditioning and ventilating equipment.

Any environmental problem caused directly by Landlord shall be the responsibility of Landlord.

F. ODOR/EXHAUST PROBLEMS

As a result of the intended use, there may be the potential of exhaust or odor problems. Landlord shall notify Tenant of any odor problem. If said odor condition is not cured within ten days after notification, Landlord shall take any necessary action to eliminate condition and the cost of any such remedies shall be borne by Tenant.

G. LENDER'S APPROVAL

This Lease Agreement is subject to the approval of the Lender. If approval is not granted, this Lease shall be considered null and void.

H. DISPLAY MERCHANDISE

Tenant shall not place any display cases or other store fixture, nor display any merchandise "For Sale", in front of or affixed to any part of the exterior of the building, nor placed in any other public sidewalk, driveway or parking lot areas, without prior written consent of Landlord. Such consent shall be at the Landlord's sole discretion.

I. OPTION TO RENEW

Tenant shall have, and is hereby given the right and option to renew this Lease for two (2) additional terms of three (3) years each upon the expiration date hereof, providing Tenant shall have their tofore performed and complied with all of the terms, provisions and conditions of this Lease on its part to be performed with, by serving written notice upon Landlord of said option at least One Hundred and Eighty (180) days prior to the expiration date hereof. Such renewal Lease shall be upon the same terms and conditions as herein contained with the expectation of the Fixed Minimum Rent during the additional terms of three (3) years each shall be as follows:

For the time period from 7/1/2006 through 6/30/2011, the Tenant agrees to pay the Landlord, without any prior demand thereof, and without deduction or set-off whatsoever, as Fixed Minimum Guaranteed Rent, the sum of the percentage increase in the CPI from the start date of the first option period. Such increase shall have a minimum increase of 5% per year for the original term of the lease or a maximum increase of 10% per year for the first option period of the lease. Such payments shall be paid monthly on the first day of each month, in advance.

For the time period from 7/1/2011 through 6/30/2016, the Tenant agrees to pay the Landlord, without any prior demand thereof, and without deduction or set-off whatsoever, as Fixed Minimum Guaranteed Rent, the sum of the percentage increase in the CPI from the start date of the first option period. Such increase shall have a minimum increase of 5% per year for the original term of the lease or a maximum increase of 10% per year for the first option period of the lease. Such payments shall be paid monthly on the first day of each month, in advance.

J. EXCLUSIVE RIGHT TO LEASE

During the Lease Term and during any renewal term, Tenant shall have the exclusive right to be the only "sports" type restaurant/bar in the shopping center development known as One Val Verde Place which is comprised of four separate buildings known as Buildings A, B, C, and D as shown in the attached Exhibit "A". No other "sports" type restaurant/bar business shall be permitted to lease space within One Val Verde Place during these designated time periods.

K. OPTION ON ADJOINING SPACE

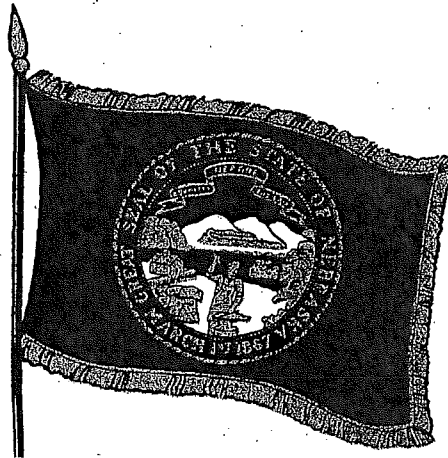
During the Lease Term and during any renewal term, Tenant shall have a 3 day first right of refusal on 9807 Giles Road.

RECEIVED

FEB 04 2008

NEBRASKA LIQUOR
CONTROL COMMISSION

STATE OF



NEBRASKA
RECEIVED

FEB 04 2008

NEBRASKA LIQUOR
CONTROL COMMISSION

Department of State
Lincoln, Nebraska

United States of America, } ss.
State of Nebraska

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

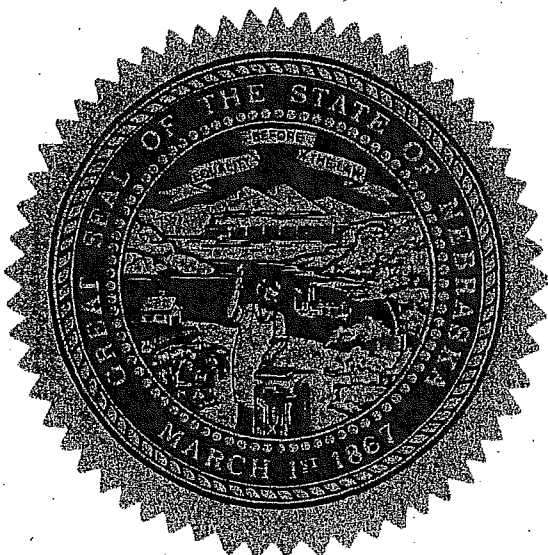
the attached is a true and correct copy of Articles of Incorporation of

GLORY DAYS, INC.

with its registered office located in OMAHA, Nebraska, as filed in this
office on October 24, 2001.

In Testimony Whereof,

I have hereunto set my hand and
affixed the Great Seal of the State of
Nebraska on October 24, in the year
of our Lord, two thousand one.



John A. Gale
SECRETARY OF STATE



1000240419

Pgs: 3

GLORY DAYS, INC.

Filed: 10/24/2001 03:50 PM

ARTICLES OF INCORPORATION
OF
GLORY DAYS, INC.

RECEIVED

FEB 04 2008

NEBRASKA LIQUOR
CONTROL COMMISSION

The undersigned, being a natural person of the age of twenty-one (21) years or more, acting as incorporator of a corporation under the Nebraska Business Corporation Act, does adopt the following Articles of Incorporation for such Corporation.

ARTICLE I.

NAME

The name of this Corporation is GLORY DAYS, INC.

ARTICLE II.

DURATION

The period of duration of this Corporation is perpetual.

ARTICLE III.

PURPOSES

The purposes for which the Corporation is organized are as follows:

1. To sell at retail for the benefit and use of the public, liquor and food consumables and all related services and incidences thereto; and,
2. In addition, to carry on any business not contrary to the laws of the State of Nebraska and such purpose and purposes shall be in addition to and not in limitation to those powers granted corporations by the incorporation laws of the State of Nebraska.

ARTICLE IV.

POWERS

The Corporation shall have and exercise all powers and rights conferred upon corporations by the Nebraska Business Corporation Act and any enlargement of such

powers conferred by subsequent legislative acts; and in addition thereto, the Corporation shall have and exercise all powers and rights, not otherwise denied corporations by the laws of the State of Nebraska, as are necessary, suitable, proper, convenient, or expedient to the attainment of the purposes set forth in Article III above.

ARTICLE V.

AUTHORIZED SHARES

The aggregate number of shares which the Corporation shall have the authority to issue is 1,000 shares of common stock and the par value of each shall be Ten and no/100 (\$10.00) Dollars.

ARTICLE VI.

LIABILITY OF SHAREHOLDERS

The private property of the shareholders shall not be subject to the payment of corporate debts, which shall be exempt from liability.

ARTICLE VII.

PRE-EMPTIVE RIGHTS

Each stockholder shall have pre-emptive rights to acquire unissued shares of the Corporation's stock.

ARTICLE VIII.

RESTRICTIONS ON SALE, ASSIGNMENT, OR OTHER TRANSFER OF SHARES

The shareholders of the Corporation may, by the adoption of appropriate by-laws or by separate agreement, restrict the sale, assignment, or other transfer of the shares of the Corporation.

ARTICLE IX.

INITIAL REGISTERED OFFICE AND INITIAL REGISTERED AGENT

The mailing address of the initial registered office of the Corporation is 840 North 124 Court, No. 11, Omaha, Douglas County, Nebraska, 68154, and the name of the registered agent for service of process at such address is Jay Brown.

ARTICLE X.

NAME AND ADDRESS OF INCORPORATOR

The name and address of the incorporator is Jay Brown, 840 North 124 Court, No. 11, Omaha, Douglas County, Nebraska, 68154.

The undersigned, being the only incorporator of said corporation, does hereby execute these Articles, hereby declaring and certifying that the facts herein stated are true and, accordingly, has hereunto set his respective hand this 24 day of October, 2001.



JAY BROWN, Incorporator

RECEIVED
FEB 04 2008
NEBRASKA LIQUOR
CONTROL COMMISSION