

**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 I LIQUOR LICENSE APPLICATION FOR OFF THE WALL INDOOR SOCCER INC DBA OFF THE WALL INDOOR SOCCER IN LA VISTA, NEBRASKA.

WHEREAS, Off The Wall Indoor Soccer Inc. dba Off The Wall Indoor Soccer, 6950 S 110<sup>th</sup> Street, La Vista, Sarpy County, Nebraska, has applied to the Nebraska Liquor Control Commission for a Class I 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 I Liquor License application submitted Off The Wall Indoor Soccer Inc. dba Off The Wall Indoor Soccer, 6950 S 110<sup>th</sup> Street, La Vista, Sarpy County, Nebraska.

PASSED AND APPROVED THIS 1ST DAY OF APRIL, 2014.

**CITY OF LA VISTA**

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, CMC  
City Clerk

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**LA VISTA POLICE DEPARTMENT INTEROFFICE MEMORANDUM**

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**TO:** MANDY GARROD, DEPUTY CITY CLERK  
**FROM:** BOB LAUSTEN, POLICE CHIEF  
**SUBJECT:** LIQUOR LICENSE --OFF THE WALL INDOOR SOCCER  
**DATE:** 3/24/2014  
**CC:**

---

Recommend approval. This is a new application due to the property being annexed into the City. No adverse issues on record with the current management.

# RECOMMENDATION OF THE NEBRASKA LIQUOR CONTROL COMMISSION

Date delivered from NLCC office: March 21, 2014

JBM

I, \_\_\_\_\_ Clerk of \_\_\_\_\_  
(City, Village or County)

Nebraska, hereby report to the Nebraska Liquor Control Commission in accordance with Revised Statutes of Nebraska, Chapter 53, Section 134 (7) the recommendation of said city, village or county, as the case may be relative to the application for a license under the provisions of the Nebraska Liquor Control Act as applied for by:

**Off The Wall Indoor Soccer Inc DBA Off The Wall Indoor Soccer**

**6950 S 110 Street, La Vista, NE 68128 (Sarpy County)**

**NEW APPLICATION for Class I 106717**

**45 days – May 5, 2014**

1. Notice of local hearing was published in a legal newspaper in or of general circulation in city, village or county, one time not less than 7 nor more than 14 days before time of hearing.

**Check one:** Yes \_\_\_\_\_ No \_\_\_\_\_

The Statutes require that such hearing shall be held not more than 45 days after the date of receipt of this notice from the Commission.

2. Local hearing was held not more than 45 days after receipt of notice from the Nebraska Liquor Control Commission.

**Check one:** Yes \_\_\_\_\_ No \_\_\_\_\_

3. Date of hearing of Governing Body: \_\_\_\_\_

4. Type or write the Motion as voted upon by the Governing Body. If additional Motions are made by the Governing Body, then use an additional page and follow same format.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Motion was made by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

6. Roll Call Vote: \_\_\_\_\_

7. **Check one:** Motion Passed: \_\_\_\_\_ Motion Failed: \_\_\_\_\_

8. If the motion is for recommendation of denial of the applicant, then list the reasons of the governing body upon which the motion was made.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Attached additional page(s) if necessary)

**SIGN HERE** \_\_\_\_\_ **DATE** \_\_\_\_\_  
(Clerks Signature)

## APPLICATION FOR LIQUOR LICENSE CHECKLIST - RETAIL

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

*Amended*

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MAR 13 2014	
NEBRASKA LIQUOR CONTROL COMMISSION	
Rep 035676	
I	106717
Jm	

Applicant name Off The Wall Indoor Soccer, Inc. (Timothy J. Gillespie, President)

Trade name Off The Wall Indoor Soccer, Inc.

Previous trade name n/a

Contact email address tim@otwsoccer.com

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.

NO CRIM. hist

### REQUIRED ATTACHMENTS

*Send Fmt & rev.  
Enclosed incomplete app.  
04/10 App when  
remaining items  
are submitted.*

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

waived 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. To prevent the delay in issuing your license, we strongly suggest you go to any Nebraska State Patrol office. See fingerprint brochure

waived 2. Enclose application fee of \$400, check made payable to the Nebraska Liquor Control Commission.

*No fees submitted*



1400007549

3) Enclose the appropriate application forms:

Individual license (requires insert form 1- form number 104)

Partnership license (requires insert form 2- form number 105)

Corporate license (requires insert form 3a & 3c- form number 101 and 103)

Limited liability company (LLC) (requires form 3b & 3c- form number 102 and 103)

n/a 4. If building is being leased send a copy of signed lease. Lease must be in the name of the individual, corporation or limited liability company making application. Lease term must run through the license year being applied for (see page 3).

n/a 5. If building is owned or being purchased send a copy of the deed or purchase agreement in the name of the applicant.

n/a 6. If buying the business of a current liquor license holder:

a) Provide a copy of the purchase agreement from the seller (must read applicants name).

b) Provide a copy of alcohol inventory being purchased (must include brand names and container size)

c) Enclose a list of the assets being purchased (furniture, fixtures and equipment).

n/a 7. If requesting to operate on current liquor license; enclose Temporary Operating Permit (TOP)(form 125).

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

9. For citizenship enclose copy of U.S. birth certificate; U.S. passport or naturalization paper

For residency enclose proof of registered voter in Nebraska

See guideline for further assistance

10. Corporation or Limited Liability Company must enclose a copy of articles of incorporation; as filed with the Secretary of State's Office. This document must show barcode stamp.

11. Submit a copy of your business plan.

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 60 days. Furthermore, I understand that all the information is truthful and I accept all responsibility for any false documents.

  
Signature

3/10/14

Date

- (1) ~~\$45.00 fee~~ <sup>1/25/14</sup>
- (2) ~~Deed is not signed~~
- (3) ~~People in ownership #6~~

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NEBRASKA LIQUOR  
CONTROL COMMISSION

3/10/14  
and called  
and update  
Tim Mellema

**APPLICATION FOR LIQUOR LICENSE  
RETAIL**

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.loc.ne.gov/](http://www.loc.ne.gov/)

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**NEBRASKA LIQUOR  
CONTROL COMMISSION**

**CLASS OF LICENSE FOR WHICH APPLICATION IS MADE AND FEES  
CHECK DESIRED CLASS**

**RETAIL LICENSE(S)**

**Submit \$400 Non Refundable Application Fee**

- A BEER, ON SALE ONLY
- B BEER, OFF SALE ONLY
- C BEER, WINE, DISTILLED SPIRITS, ON AND OFF SALE
- D BEER, WINE, DISTILLED SPIRITS, OFF SALE ONLY
- I BEER, WINE, DISTILLED SPIRITS, ON SALE ONLY
- AB BEER, ON AND OFF SALE
- AD BEER ON SALE ONLY, BEER, WINE, DISTILLED SPIRITS OFF SALE
- IB BEER, WINE, DISTILLED SPIRITS ON SALE, BEER OFF SALE ONLY
- ID BEER, WINE, DISTILLED SPIRITS ON AND OFF SALE

- Class K Catering license (requires catering application form 106) \$100.00

**Additional fees will be assessed at city/village or county level when license is issued**

**LICENSE YEAR**

Class C license term runs from November 1 – October 31

All other licenses run from May 1 – April 30

Catering license (K) expires same as underlying retail license

**CHECK TYPE OF LICENSE FOR WHICH YOU ARE APPLYING  
(CHECK ONLY ONE)**

- Individual License (requires insert form 1- form number 104)
- Partnership License (requires insert form 2- form number 105)
- Corporate License (requires insert form 3a & 3c- form number 101 and 103)
- Limited Liability Company (LLC) (requires form 3b & 3c- form number 102 and 103)

**NAME OF ATTORNEY OR FIRM ASSISTING WITH APPLICATION (if applicable)  
Commission will call this person with any questions we may have on this application**

Name n/a Phone number: \_\_\_\_\_

Firm Name \_\_\_\_\_

**PREMISE INFORMATION**Trade Name (doing business as) Off The Wall Indoor Soccer, Inc.Street Address #1 6950 S. 110th Street

Street Address #2 \_\_\_\_\_

City LaVistaCounty Sarpy#159Zip Code 68128Premise Telephone number 402.593.9000Business e-mail address www.otwsoccer.com (tim@otwsoccer.com)

Is this location inside the city/village corporate limits:

YES

NO **RECEIVED**CM

Mailing address (where you want to receive mail from the Commission)

MAR 13 2014

Name Timothy J. GillespieStreet Address #1 10223 Polk Street**NEBRASKA LIQUOR  
CONTROL COMMISSION**

Street Address #2 \_\_\_\_\_

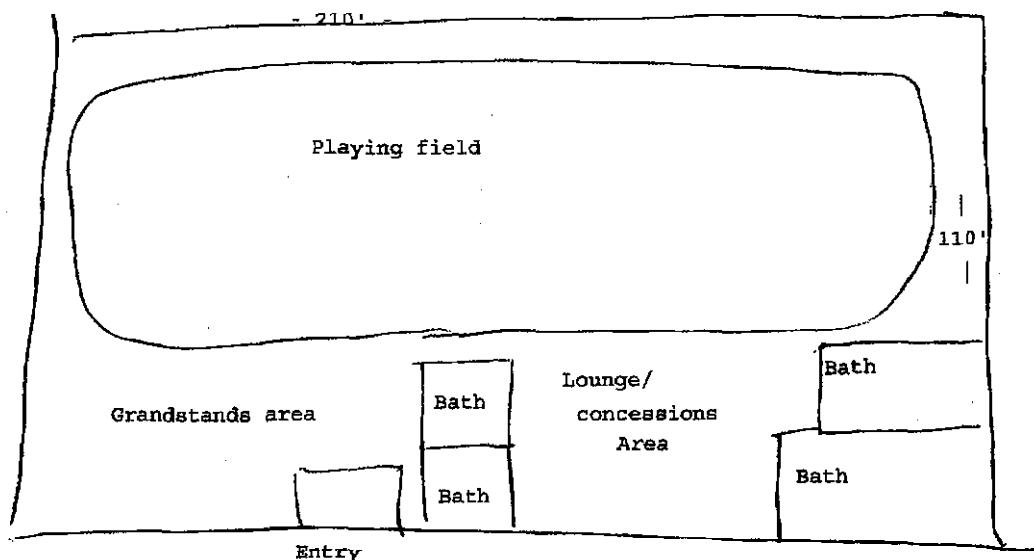
City OmahaState NEZip Code 68127**DESCRIPTION AND DIAGRAM OF THE STRUCTURE TO BE LICENSED****READ CAREFULLY**

In the space provided or on an attachment draw the area to be licensed. This should include storage areas, basement, outdoor area, 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. No blue prints please. Be sure to indicate the direction north and number of floors of the building.

\*\*For on premise consumption liquor licenses minimum standards must be met by providing at least two restrooms

Building: length 210' x width 110' in feetIs there a basement to be licensed? Yes    No    If yes, length    x width    in feetIs there an outdoor area? Yes    No    If yes, length    x width    in feet

PROVIDE DIAGRAM OF AREA TO BE LICENSED BELOW OR ATTACH SEPARATE SHEET



## APPLICANT INFORMATION

### 1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY §53-125(5)

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. Include traffic violations. 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. The commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

YES  NO

If yes, please explain below or attach a separate page

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (city & state)	Description of Charge	Disposition
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				MAR 13 2014
				NEBRASKA LIQUOR CONTROL COMMISSION

### 2. Are you buying the business of a current retail liquor license?

YES  NO

If yes, give name of business and liquor license number \_\_\_\_\_

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

### 3. Was this premise licensed as liquor licensed business within the last two (2) years?

YES  NO

If yes, give name and license number Off The Wall Indoor Soccer, Inc. 035676

### 4. Are you filing a temporary operating permit to operate during the application process?

YES  NO

If yes:

- a) Attach temporary operating permit (TOP) (form 125)
- b) TOP will only be accepted at a location that currently holds a valid liquor license.

5. Are you borrowing any money from any source, including family or friends, to establish and/or operate the business?

YES  NO

If yes, list the lender(s) Five Points State Bank

6. 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)

The five (5) people set forth on Form 101/Insert-Form 3a share in profits per ownership percentages

No silent partners

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

YES  NO

If yes, list such item(s) and the owner.

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

YES  NO

If yes, provide name and address of such institution and where it is located in relation to the premises (Neb. Rev. Stat. §53-177)(1) E.S.U.#3 (Educational Services Unit), 6949 S. 110th Street, is an administrative building located across the street (to the east); with a satellite location immediately to our south. Our location and license preceeded the construction of the ESU buildings by several years.

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

a) List the individual(s) who will be authorized to write checks and/or withdrawals on accounts at this institution.

Five Points State Bank; Authorized personnel are Timothy J. & Theresa J. Gillespie

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. I currently have a license at this location, active since 1996. The purpose of this re-submission of documents is as a result of the annexation of this business park by the City of La Vista, Nebraska. There has been no change in operation.

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NEBRASKA LIQUOR  
CONTROL COMMISSION

FORM 100  
REV 12/2013  
PAGE 6

12. List the alcohol related training and/or experience (when and where) of the person(s) making application. Those persons required are listed as follows:

- a) Individual, applicant only (no spouse)
- b) Partnership, all partners (no spouses)
- c) Corporation, manager only (no spouse) as listed on form 3c
- d) Limited Liability Company, manager only (no spouse) as listed on form 3c

NLCC certified training program completed:

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
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For list of NLCC certified training programs see: [www.licc.ne.gov/training/pro.html](http://www.licc.ne.gov/training/pro.html)

Experience:

NEBRASKA LIQUOR  
CONTROL COMMISSION

Applicant Name/Job Title	Date of Employment:	Name & Location of Business
Tim Gillespie/Manager	1996-current	Off The Wall Indoor Soccer, Inc.
Theresa Gillespie/Manager	1996-current	Off The Wall Indoor Soccer, Inc.

13. 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 \_\_\_\_\_  
 Deed  
 Purchase Agreement

14. When do you intend to open for business? Have been in operation for the past 17 years

15. What will be the main nature of business? This is an athletic facility with a concessions/viewing lounge

16. What are the anticipated hours of operation? Mon-Fri, 4pm-1am; Sat-Sun, 7am-1am

17. List the principal residence(s) for the past 10 years for all persons required to sign on page 8, including spouses.

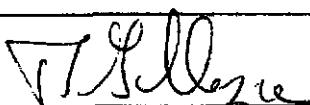
RESIDENCES FOR THE PAST 10 YEARS, APPLICANT AND SPOUSE MUST COMPLETE						
APPLICANT: CITY & STATE	YEAR FROM TO		SPOUSE: CITY & STATE	YEAR FROM TO		
Timothy J. Gillespie: Omaha, NE	1996	Current	Theresa J. Gillespie: Omaha, NE	1996	Current	

If necessary attach a separate sheet.

The undersigned applicant(s) hereby consent(s) to an investigation of his/her background 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). See guideline for required signatures

 Signature _____ Timothy J. Gillespie Print Name	 Signature _____ Theresa J. Gillespie Print Name
 Signature of Spouse _____ Theresa J. Gillespie Print Name	 Signature of Spouse _____ Timothy J. Gillespie Print Name

#### ACKNOWLEDGEMENT

State of Nebraska

County of

Clayton

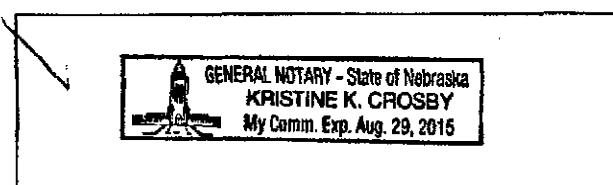
10<sup>th</sup> day of March, 2014

date

The foregoing instrument was acknowledged before me this

by Timothy J. Gillespie and Theresa J. Gillespie  
name of person(s) acknowledged (individual(s) signing)

Kristine K. Crosby  
Notary Public Signature



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

MAR 13 2014

NEBRASKA LIQUOR  
CONTROL COMMISSION

FORM 100  
REV 12/2013  
PAGE 8

**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:

Office Use

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**MUST BE:**

- ✓ Citizen of the United States. Include copy of US birth certificate, naturalization paper or current US passport
- ✓ Nebraska resident. Include copy of voter registration in the State of Nebraska
- ✓ Fingerprinted. Two cards per person, fees of \$38 per person, made payable to Nebraska State Patrol. If printed at NSP mail check only.
- ✓ 21 years of age or older

**Corporation/LLC information**

Name of Corporation/LLC: Off The Wall Indoor Soccer, Inc.

**Premise information**

Liquor License Number: 038676 Class Type I  
(if new application leave blank)

Premise Trade Name/DBA: Off The Wall Indoor Soccer, Inc.

Premise Street Address: 6950 S. 110th Street

City: LaVista County: Sarpy Zip Code: 68128

Premise Phone Number: 402.593.9000

Email address: tim@otwsoccer.com

The individual whose name is listed as a corporate officer or managing member as reported on insert form 3a or 3b or listed with the Commission. Click on this link to see authorized individuals.



**SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER**  
(Faxed signatures are acceptable)

*Signed, BC, voter reg - prints not required*

Manager's information must be completed below PLEASE PRINT CLEARLY

Last Name: Gillespie First Name: Timothy MI: J

Home Address (include PO Box if applicable): 10223 Polk Street

City: Omaha County: Douglas Zip Code: 68127

Home Phone Number: 402.651.5926 Business Phone Number: 402.593.9000

Social Security Number: \_\_\_\_\_ Drivers License Number & State: \_\_\_\_\_

Date Of Birth: \_\_\_\_\_ Place Of Birth: Omaha, NE

Email address: tim@otwsoccer.com

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

YES

NO

*Signed, BC, voter reg - prints not required*

Spouse's information

Spouses Last Name: Gillespie First Name: Theresa MI: J

Social Security Number: \_\_\_\_\_ Drivers License Number & State: \_\_\_\_\_

Date Of Birth: \_\_\_\_\_ Place Of Birth: Lincoln, NE

**APPLICANT & SPOUSE MUST LIST RESIDENCE(S) FOR THE PAST TEN (10) YEARS**

**APPLICANT**

**SPOUSE**

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Omaha, NE	1996	Current	Omaha, NE	1996	Current

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MAR 13 2014

Form 103  
Rev 9/2013  
Page 3 of 6

**NEBRASKA LIQUOR  
CONTROL COMMISSION**

**MANAGER'S LAST TWO EMPLOYERS**

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
1984	1996	State Farm Insurance	Michael Bragg	Unknown
1996	Current	Off The Wall Indoor Soccer, Inc.	Self	

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

Must be completed by both applicant and spouse, unless spouse has filed an affidavit of non-participation.

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.

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition

**2. Have you or your spouse ever been approved or made application for a liquor license in Nebraska or any other state?**

YES       NO

**IF YES, list the name of the premise(s):**

Off The Wall Indoor Soccer, Inc.

**3. Do you, as a manager, qualify under Nebraska Liquor Control Act (§53-131.01) and do you intend to supervise, in person, the management of the business?**

YES       NO

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Form 103  
Rev 9/2013  
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MAR 13 2014

**NEBRASKA LIQUOR  
CONTROL COMMISSION**

4. List the alcohol related training and/or experience (when and where) of the person making application.

\***NLCC Training Certificate Issued:** \_\_\_\_\_ **Name on Certificate:** \_\_\_\_\_

\*For list of NLCC Certified Training Programs see

### Experience:

5. Have you enclosed the required fingerprint cards and **PROPER FEES** with this application?  
(Check or money order made payable to the Nebraska State Patrol for \$38.00 per person)

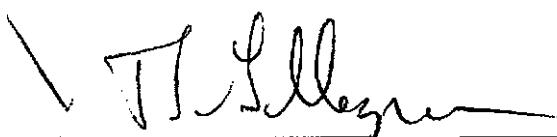
YES  NO      waived.      Currently on file.

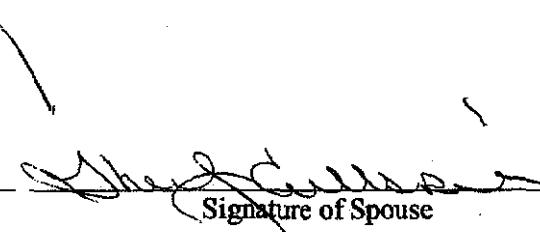
## PERSONAL OATH AND CONSENT OF INVESTIGATION

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

  
Signature of Spouse

### ACKNOWLEDGEMENT

State of Nebraska

County of

Sarpy

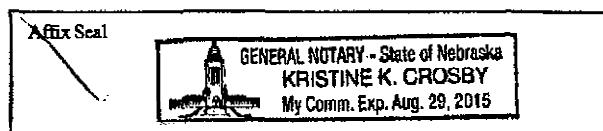
10th of March, 2014

Date

The foregoing instrument was acknowledged before me this

by Timothy J. Gilkspie and Theresa J. Gilkspie  
name of person acknowledged

Kristine K. Crosby  
Notary Public signature



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

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Form 103  
Rev 9/2013  
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MAR 13 2014

NEBRASKA LIQUOR  
CONTROL COMMISSION

STATE OF NEBRASKA

WHEN THIS COPY CARRIES THE RAISED SEAL OF THE NEBRASKA HEALTH AND HUMAN SERVICES SYSTEM, IT CERTIFIES THE BELOW TO BE A TRUE COPY OF THE ORIGINAL RECORD ON FILE WITH THE NEBRASKA HEALTH AND HUMAN SERVICES SYSTEM, VITAL STATISTICS SECTION, WHICH IS THE LEGAL DEPOSITORY FOR VITAL RECORDS.

DATE OF ISSUANCE

07/11/2005

LINCOLN, NEBRASKA

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MAR 13 2014

Stanley S. Cooper

STANLEY S. COOPER  
ASSISTANT STATE REGISTRAR  
HEALTH AND HUMAN SERVICES

NEBRASKA LIQUOR  
CONTROL COMMISSION

PHS-705 (78)  
REV. 12-64  
FEDERAL SECURITY AGENCY  
PUBLIC HEALTH SERVICE

STATE OF NEBRASKA  
DEPARTMENT OF HEALTH  
Bureau of Vital Statistics  
CERTIFICATE OF LIVE BIRTH BIRTH NO.

60 06118

1. PLACE OF BIRTH a. COUNTY Douglas		2. USUAL RESIDENCE OF MOTHER (Where does mother live?) a. STATE Nebraska	
b. CITY (If outside corporate limits, write RURAL) OR TOWN Omaha		b. COUNTY Douglas	
c. FULL NAME OF (If NOT in hospital or institution, give street HOSPITAL OR INSTITUTION St. Joseph's Hospital		c. CITY (If outside corporate limits, write RURAL) OR TOWN Omaha	
d. STREET ADDRESS 3802 11th St.		d. STREET ADDRESS (If rural, give location)	
3. CHILD'S NAME (Type or Print) Timothy		e. (First) John b. (Middle) c. (Last) Gillespie	
4. SEX Male	a. THIS BIRTH Single <input checked="" type="checkbox"/> Twin <input type="checkbox"/> Triplet <input type="checkbox"/>	b. If TWIN OR TRIPLET (This child born) 1st <input type="checkbox"/> 2nd <input type="checkbox"/> 3rd <input type="checkbox"/>	c. DATE (Month) (Day) (Year) of BIRTH
FATHER OF CHILD G-421			
5. FULL NAME Howard		6. (First) Milton b. (Middle) c. (Last)	
7. AGE (At time of this birth) 28 yrs.		8. COLOR OR RACE white	
9. BIRTHPLACE (City, town, or county) (State or foreign country) Nebraska City, Nebr.		10. USUAL OCCUPATION Draftsman	
11. MOTHER OF CHILD Shirley		12. COLOR OR RACE white	
13. AGE (At time of this birth) 27 yrs.		14. BIRTHPLACE (City, town or county) (State or foreign country) Omaha, Nebr.	
15. INFORMANT'S SIGNATURE OR NAME - Relationship Mrs. Gillespie - Mother		16. Children Previously Born to This Mother (Do NOT include this child) a. How many OTHER children are now living? b. How many OTHER children were born alive but are now dead? c. How many children were stillborn (born dead after 20 weeks pregnancy)? 4 0 0	
17. SIGNATURE M. S. Cooper		18. M. D. OR Midwife <input type="checkbox"/> Other (Specify)	
19. ADDRESS 1111 11th St.		20. MOTHER'S MAILING ADDRESS same as #2	
21. DATE RECEIVED BY D. L. COOPER 4/13/05		22. REGISTRAR'S SIGNATURE Dr. L. Cooper M.D.	



douglas county  
**ELECTION COMMISSION**

225 North 115th Street

Omaha, Nebraska 68154-2520

Phone: (402) 444 - VOTE (8683)

[www.votedouglascounty.com](http://www.votedouglascounty.com)

Dave Phipps, Election Commissioner

CONTRIBUTOR  
NEBRASKA LIQUOR

MAR 13 2014

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STATE OF NEBRASKA  
COUNTY OF DOUGLAS } SS

I, DAVE PHIPPS, Election Commissioner of Douglas County, Nebraska, do certify that Timothy John Gillespie, now residing at 10223 Polk St, Omaha, Nebraska 68127, registered for voting in this office on 08/17/2012, stating under oath that he was born in Omaha, NE, and giving his birth date as 07301960.

In testimony whereof, I have hereunto set my hand and caused to be affixed hereto, the seal of this office, in the City of Omaha, County of Douglas, State of Nebraska, this 7th day of March, 2014.

DAVE PHIPPS  
Election Commissioner of  
Douglas County, Nebraska.

By Smith Bradley

Deputy

(Seal)

CC

STATE OF NEBRASKA

WHEN THIS COPY CARRIES THE RAISED SEAL OF THE NEBRASKA HEALTH AND HUMAN SERVICES SYSTEM, IT CERTIFIES THE BELOW TO BE A TRUE COPY OF THE ORIGINAL RECORD ON FILE WITH THE NEBRASKA HEALTH AND HUMAN SERVICES SYSTEM, VITAL STATISTICS SECTION, WHICH IS THE LEGAL DEPOSITORY FOR VITAL RECORDS.

DATE OF ISSUANCE

07/11/2005

LINCOLN, NEBRASKA

*Stanley S. Cooper*

STANLEY S. COOPER  
ASSISTANT STATE REGISTRAR  
HEALTH AND HUMAN SERVICES

STATE OF NEBRASKA

DEPARTMENT OF HEALTH

Bureau of Vital Statistics

CERTIFICATE OF LIVE BIRTH

BIRTH NO. 126 59 21205

PHS-705(VB)  
REV. 12-54  
FEDERAL SECURITY AGENCY  
PUBLIC HEALTH SERVICE

1. PLACE OF BIRTH a. COUNTY		2. USUAL RESIDENCE OF MOTHER (Where does mother live?) a. STATE	
Lancaster		Nebraska	
b. CITY (If outside corporate limits, write RURAL) OR TOWN		b. COUNTY	
Lincoln		Lancaster	
c. FULL NAME OF (If not in hospital or institution, give street HOSPITAL OR INSTITUTION INSTITUTION		d. CITY (If outside corporate limits, write RURAL) OR TOWN	
St. Elizabeth Hospital		Lincoln	
d. STREET ADDRESS		(If rural, give location)	
		211 D Huskerville	
3. CHILD'S NAME (Type or print)		4. SEX	
a. (First) THERESA		b. (Middle) JANE	
c. (Last) HASCALL			
5. THIS BIRTH		6. IF TWIN OR TRIPLETS (This child born) 1st <input type="checkbox"/> 2nd <input type="checkbox"/> 3rd <input type="checkbox"/>	
Female		7. DATE OF BIRTH N-13-0	
Single <input checked="" type="checkbox"/> Twin <input type="checkbox"/> Triplet <input type="checkbox"/>			
FATHER OF CHILD			
7. FULL NAME a. (First) Earl		b. (Middle) Dean	
c. (Last)		d. COLOR OR RACE White	
8. AGE (At time of this birth) 29 yrs.		9. BIRTHPLACE (City, town, or county) (State or foreign country) Amherst, Nebraska	
10. USUAL OCCUPATION Attorney		11. KIND OF BUSINESS OR INDUSTRY State of Nebraska	
MOTHER OF CHILD			
12. FULL MAIDEN NAME a. (First) Neomi		b. (Middle) Delores	
c. (Last)		d. COLOR OR RACE White	
13. AGE (At time of this birth) 25 yrs.		14. BIRTHPLACE (City, town or county) (State or foreign country) Amherst, Nebraska	
15. CHILDREN PREVIOUSLY BORN TO THIS MOTHER (Do NOT include this child) a. How many OTHER children are now living? b. How many OTHER children were born alive but are stillborn (born dead after 28 weeks pregnancy)? c. How many children were born alive but are now dead?		16. ATTENDANT AT BIRTH M. D. <input checked="" type="checkbox"/> Midwife <input type="checkbox"/> Other (Specify)	
17. INFORMANT'S SIGNATURE OR NAME Mrs. Earl Hascall-Mother		18. MOTHER'S MAILING ADDRESS Mrs. Earl Hascall 211 D Huskerville Lincoln, Nebraska	
I hereby certify that this child was born alive on the date stated above 9:08 P. m.		19. MOTHER'S SIGNATURE <i>Elizabeth Hascall</i>	
20. DATE RECEIVED BY LOCAL REG.		21. LOCAL REG. SIGNATURE	
AUG 19 1959			

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NEBRASKA LIQUOR  
CONTROL COMMISSION



douglas county

# ELECTION COMMISSION

225 North 115th Street

Omaha, Nebraska 68154-2520

Phone: (402) 444 - VOTE (8683)

[www.votedouglascounty.com](http://www.votedouglascounty.com)

Dave Phipps, Election Commissioner

CONTROLLING COMMISSION

NEBRASKA LIQUOR

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STATE OF NEBRASKA      }      SS  
COUNTY OF DOUGLAS      }

I, DAVE PHIPPS, Election Commissioner of Douglas County, Nebraska, do certify that Theresa J Gillespie, now residing at 10223 Polk St, Omaha, Nebraska 68127, registered for voting in this office on 09/01/1998, stating under oath that she was born in Lincoln, NE, and giving her birth date as 08/09/1959.

In testimony whereof, I have hereunto set my hand and caused to be affixed hereto, the seal of this office, in the City of Omaha, County of Douglas, State of Nebraska, this 7th day of March, 2014.

DAVE PHIPPS  
Election Commissioner of  
Douglas County, Nebraska

By Sally Bradley

Deputy

(Seal)

**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:

Office Use

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**NEBRASKA LIQUOR  
CONTROL COMMISSION**

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

- 1) All officers, directors and stockholders must be listed
- 2) President/CEO and stockholders holding over 25% and their spouse(s) (if applicable) must submit fingerprints (2 cards per person)
- 3) Officers, directors and stockholders holding over 25 % shares of stock and their spouse (if applicable) must sign the signature page of the Application for License form 100 (even if a spousal affidavit has been submitted)

**Attach copy of Articles of Incorporation (Articles must show barcode receipt by Secretary of States Office)**

Name of Registered Agent: Timothy J. Gillespie

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

Off The Wall Indoor Soccer, Inc.

Corporation Address: 6950 S. 110th Street

City: LaVista State: NE Zip Code: 68128

Corporation Phone Number: 402.593.9000 Fax Number:

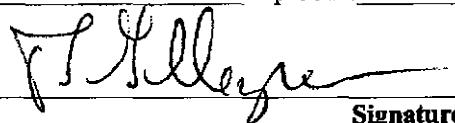
Total Number of Corporation Shares Issued: 100

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

Last Name: Gillespie First Name: Timothy MI: J

Home Address: 10223 Polk Street City: Omaha

State: NE Zip Code: 68127 Home Phone Number: 402.651.5926



Signature of President/CEO

**ACKNOWLEDGEMENT**

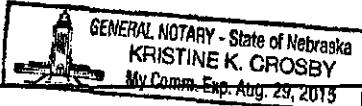
State of Nebraska  
County of Sarpy

10<sup>th</sup> day of March, 2014

Date

The foregoing instrument was acknowledged before me this

by Timothy J. Gillespie and Theresa J. Gillespie  
name of person acknowledge

Affix Seal	
------------	--

List names of all officers, directors and stockholders including spouses (even if a spousal affidavit has been submitted)

Last Name: Gillespie First Name: Timothy MI: J

Social Security Number: 505-92-7691 Date of Birth: 3/30/60

Title: President/Treasure Number of Shares 42

Spouse Full Name (indicate N/A if single): Theresa J. Gillespie

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Last Name: Gillespie First Name: Theresa MI: J

Social Security Number: 506-88-6838 Date of Birth: 8/9/59

Title: Secretary Number of Shares 41

Spouse Full Name (indicate N/A if single): Timothy J. Gillespie

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Last Name: Kronberg First Name: Wendell MI: \_\_\_\_\_

Social Security Number: 506-34-9768 Date of Birth: 12-22-30

Title: shareholder Number of Shares 12

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

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Last Name: Gillespie First Name: Daniel MI: J

Social Security Number: 508-78-3869 Date of Birth: 03/09/1955

Title: shareholder Number of Shares 2.5

Spouse Full Name (indicate N/A if single): Gaylin Jepsen-Gillespie

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

*Signed  
BC  
Victor Rely  
Prints  
not  
required*

*Signature  
not  
Required  
P.J. Gould*

List names of all officers, directors and stockholders including spouses (Even if a spousal affidavit has been submitted)

Last Name: Jepsen-Gillespie First Name: Gaylin MI:

Social Security Number: 506-92-6967 Date of Birth: 10/01/1959

Title: shareholder Number of Shares 2.5

Spouse Full Name (indicate N/A if single): Daniel J. Gillespie

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/company?

YES       NO

If yes, provide the following:

- 1) Name of corporation \_\_\_\_\_
- 2) Supply an organizational chart of the controlling corporation named above
- 3) Controlling corporation **MUST** be registered with the Nebraska Secretary of State, copy of articles must be submitted with application §53-126

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

Starting Date: January      Ending Date: December

Is this a Non-Profit Corporation?

YES       NO

If yes, provide the Federal ID # \_\_\_\_\_

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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.

# Nebraska Secretary of State

- John A. Gale

## Business Services

Home > Corporation and Business Entity Searches

Fri Mar 21 11:58:59 2014

For Letters of Good Standing (\$6.50), Certificates of Good Standing (\$10.00), and/or images (\$0.45 per page) of documents filed with the Secretary of State please click the corresponding service below:

[NEW SEARCH](#)

[Back to Search Results](#)

**Pay Services:**

[Online Images of Filed Documents](#) | [Good Standing Documents](#)

Entity Name

OFF THE WALL INDOOR SOCCER, INC.

Principal Office Address

6950 S 110TH ST  
LA VISTA, NE 681280000

Nature of Business

INDOOR ATHLETIC CLUB

Entity Type

Domestic Corp

Registered Agent and Office Address

TIMOTHY J. GILLESPIE  
6950 S. 110TH ST.  
OMAHA, NE 68128

SOS Account Number

1456384

Account Status

Active

Corporation Position

Name

Address

**President**

TIMOTHY J GILLESPIE

10223 POLK STR  
OMAHA, NE 68127

**Secretary**

TIMOTHY J GILLESPIE

10223 POLK STR  
OMAHA, NE 68127

**Treasurer**

TIMOTHY J GILLESPIE

10223 POLK STR  
OMAHA, NE 68127

**Director**

TIMOTHY J GILLESPIE

10223 POLK STR  
OMAHA, NE 68127

**Director**

THERESA J GILLESPIE

10223 POLK STR  
OMAHA, NE 68127

**Pay Services:**

Click on the pay service items you wish to view. Your Nebraska Online account will be charged the indicated amount for each item you view.

**- Images of Filed Documents**

If an item is a link, the document may be retrieved online, otherwise you must contact the Secretary of State's office to obtain a copy of the document.

Code	Trans	Date	Price
AP	Articles Perpetual	Apr 22 1996	\$1.35 = 3 page(s) @ \$0.45 per page
PP	Proof of Publication	Sep 09 1996	
TR	Tax Return	Apr 26 1999	\$0.90 = 2 page(s) @ \$0.45 per page
TR	Tax Return	Feb 18 2000	\$0.90 = 2 page(s) @ \$0.45 per page
NP	Non Payment of Taxes	Apr 16 2001	
CR	Certificate of Revival	Jun 28 2001	\$0.45 = 1 page(s) @ \$0.45 per page
TR	Tax Return	Jun 28 2001	\$1.35 = 3 page(s) @ \$0.45 per page
AO	Change of Agent or Office	Oct 11 2001	\$0.45 = 1 page(s) @ \$0.45 per page
TR	Tax Return	Jan 11 2002	\$0.90 = 2 page(s) @ \$0.45 per page
TR	Tax Return	Feb 12 2003	\$0.90 = 2 page(s) @ \$0.45 per page
TR	Tax Return	Jan 20 2004	\$0.90 = 2 page(s) @ \$0.45 per page
NP	Non Payment of Taxes	Apr 16 2006	
CR	Certificate of Revival	Apr 02 2009	\$0.45 = 1 page(s) @ \$0.45 per page
TR	Tax Return	Apr 02 2009	\$1.35 = 3 page(s) @ \$0.45 per page
TR	Tax Return	Mar 12 2010	\$0.90 = 2 page(s) @ \$0.45 per page
TR	Tax Return	Jan 17 2012	\$0.90 = 2 page(s) @ \$0.45 per page

**- Letter of Good Standing**

I require a Letter of Good Standing for this Corporation. - This is an online/electronic Letter of Good Standing which is immediately available for viewing or printing and will be charged to your Nebraska.gov account.

\$6.50

[View/Update Letters of Good Standing addressee information](#)

**- Certificate of Good Standing**

## Articles

## Page 1

1456384

APR 22 1996

STATE OF NEBRASKA } SC  
SECRETARY'S OFFICE }

Received and filed for record

Recorded on film roll No.

46-5 at page 971

## ARTICLES OF INCORPORATION

OF

OFF THE WALL INDOOR SOCCER, INC. By TD 45 00 PD.

10:35 a.m.

I, the undersigned natural person of the age of majority, acting as incorporator of a corporation under the Nebraska Business Corporation Act, adopt the following Articles of Incorporation for such corporation.

## ARTICLE I.

## Name

The name of the corporation is OFF THE WALL INDOOR SOCCER, INC.

## ARTICLE II.

## Duration

The period of duration of the corporation is perpetual.

## ARTICLE III.

## Purposes

The purposes for which this corporation is organized are:

1. To engage in the transaction of any or all lawful business for which corporations may be incorporated under the provisions of the Nebraska Business Corporation Act as now constituted or as may be hereafter altered or amended;
2. To buy, hold, sell or otherwise acquire and dispose of any number of shares of the stock of the corporation;
3. To borrow or raise monies for any of the purposes of the corporation and, from time to time, to draw, make, accept, endorse, execute and issue promissory notes, drafts, bills of exchange, warrants, bonds, debentures and other negotiable or non-negotiable instruments and evidences of indebtedness, and to secure the payment of any thereof and of the interest thereon by mortgage upon or pledge, conveyance or assignment in trust of the whole or any part of the property of the corporation, whether at the time owned or thereafter acquired, and to sell, pledge or otherwise dispose of such bonds or other obligations of the corporation for its corporate purposes;

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NEBRASKA LIQUOR  
CONTROL COMMISSION

# Articles

## Page 2

4. To do everything necessary, proper, advisable or convenient for the accomplishment of the purposes hereinabove set forth, and to do all other things incidental thereto or connected therewith which are not forbidden by the laws of the State of Nebraska, or by these Articles of Incorporation; and

5. In general, to do all things, or any other acts, at any place wheresoever, which any natural person may do and which are not forbidden by the Nebraska Business Corporation Act or by any other law of the State of Nebraska or by these Articles of Incorporation.

The business and purposes specified in the foregoing clauses shall, except where otherwise expressly noted, be in nowise limited or restricted by reference to, or inference from, the terms of any other clause in the Article of Incorporation, but the business and purposes specified in each of the foregoing clauses of the Article shall be regarded as independent businesses and purposes.

### ARTICLE IV.

#### Powers

The corporation shall have and exercise all powers and rights conferred upon corporations by the Nebraska Business Corporation Act and any enlargements of such powers and rights conferred by subsequent legislative acts or acts of the voters of the State of Nebraska; the corporation shall have and exercise all powers and rights, not otherwise denied corporations by the laws of the State of Nebraska or by these Articles of Incorporation, as are necessary, suitable, proper, convenient or expedient to the attainment of the purposes set forth in Article III.

### ARTICLE V.

#### Authorized Shares

The aggregate number of shares which the corporation shall have the authority to issue is 1,600 shares of common stock of Ten Dollars (\$10.00) par value per share.

### ARTICLE VI.

#### Interests of Officers and Directors and Shareholders in Transactions

In the absence of fraud, no contract or other transaction between the corporation and any other person, corporation, firm, syndicate, association, partnership or joint venture shall be wholly or partially invalidated or otherwise affected by reason of the fact that one or more of the officers or directors or shareholders of the corporation are or become employees, directors, officers or shareholders of such other corporation, firm, syndicate, or association, or a member of such partnership or joint venture, or are peculiarly or otherwise interested in such contract or other transaction, provided, that the fact that such officers, directors or shareholders of the corporation as are so situated or so interested or both shall be disclosed or shall have been otherwise known to the Board of Directors or shareholders of the corporation. Any director of the corporation

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NEBRASKA LIQUOR  
CONTROL COMMISSION

## Articles

## Page 3

Who is also an employee, director, officer or shareholder of such other corporation, firm, syndicate or association, or a member of such partnership or joint venture, or is pecuniarily or otherwise interested in such contract or transaction, may be counted for the purpose of determining the existence of a quorum at any meeting of the Board of Directors or shareholders of the corporation which shall authorize any such contract or other transaction and in the absence of fraud, and as long as he acts in good faith, any such director or shareholder may vote thereon to authorize any such contract or other transaction, with like force and effect as if he were not an employee, director, officer or shareholder of such other corporation, firm, syndicate or association, or a member of such partnership or joint venture, or pecuniarily or otherwise interested in such contract or other transaction.

## ARTICLE VII.

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 VIII.

Initial Registered Office and Initial Registered Agent

The mailing address of the initial registered office of the corporation is 13115 Normandy Circle, City of Omaha, County of Douglas, State of Nebraska, and the name of its initial registered agent at such address is Timothy J. Gillespie.

## ARTICLE IX.

Name and Address of Incorporator

The name and address of the incorporator is

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NEBRASKA LIQUOR  
CONTROL COMMISSION

DATED: April 9, 1996

by Timothy J. Gillespie  
Timothy J. Gillespie, Incorporator

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# BUSINESS Plan

Timothy J. Gillespie, President  
**OFF THE WALL INDOOR SOCCER INC.**  
6950 South 110th Street • La Vista, NE  
Phone: 402.593.9000 • [www.otwsoccer.com](http://www.otwsoccer.com)

March 10, 2014

General BUSINESS PLAN/statement for Off The Wall Indoor Soccer, for the purpose of renewal of liquor license (required due to the annexation of the Park Valley Business Park into the City of La Vista, NE):

Off The Wall Indoor Soccer is an indoor athletic facility comprised of a 17,000 sf turf playing field which accommodates sports such as indoor soccer, box lacrosse, indoor football, volleyball, and similar sports. Adult and youth leagues, practice rentals, and party rentals are the typical activities which occur at Off the Wall. In addition to the field use, there is also a 1,000 sf area utilized as a concessions and viewing area. Items sold at the concessions area consists of sports drinks, sodas, and adult beverages, as well as a variety of candies, nachos, hot dogs and similar snack-type foods. A TV viewing area, video games, and music are also available for our patrons' entertainment. In addition, there is an approximately 1600 sf area which contains grandstands for the viewing of the activities taking place on the playing turf.

Off The Wall has two employees, Tim & Theresa Gillespie (married), who together own 83% of the business. Additional "sub-contractors" (non-employees) are utilized for incidental jobs (i.e., officiating games), but the great majority of all tasks are undertaken by Tim & Theresa. Off The Wall is primarily a night-time business Monday through Friday, and runs all day on Saturdays and Sundays. 80% of all income is derived between October and March (winter season); April through September is considered the "off season", with more restricted hours.

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NEBRASKA LIQUOR  
CONTROL COMMISSION

COUNTER	DKH
VERIFY	DKH
FEES \$	60.50
CHG	SFILE
SUBMITTED	FIVE POINTS BANK

FILED SARPY CO. NE.  
INSTRUMENT NUMBER

2012-02117

2012 Jan 23 10:34:28 AM

*Shey J. Doudney*

REGISTER OF DEEDS

**WHEN RECORDED MAIL TO:**

Five Points Bank  
LaVista  
9718 Giles Road  
LaVista, NE 68128

**FOR RECORDER'S USE ONLY**

# FIVE POINTS BANK

## DEED OF TRUST

**MAXIMUM LIEN.** The lien of this Deed of Trust shall not exceed at any one time \$560,565.00.

**THIS DEED OF TRUST** is dated January 20, 2012, among OFF THE WALL INDOOR SOCCER INC; A NEBRASKA CORPORATION ("Trustor"); Five Points Bank, whose address is LaVista, 9718 Giles Road, LaVista, NE 68128 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and (referred to below as "Trustee").

**CONVEYANCE AND GRANT.** For valuable consideration, Trustor conveys to Trustee in trust, WITH POWER OF SALE, for the benefit of Lender as Beneficiary, all of Trustor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in SARPY County, State of Nebraska:

**THE NORTH 210 FEET OF LOT 5, IN BROOK VALLEY BUSINESS PARK, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA**

The Real Property or its address is commonly known as 6950 SOUTH 110TH ST, LA VISTA, NE 68128.

**CROSS-COLLATERALIZATION.** In addition to the Note, this Deed of Trust secures all obligations, debts and liabilities, plus interest thereon, of either Trustor or Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower and Trustor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note; whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Borrower or Trustor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

**FUTURE ADVANCES.** In addition to the Note, this Deed of Trust secures all future advances made by Lender to Borrower or Trustor whether or not the advances are made pursuant to a commitment. Specifically, without limitation, this Deed of Trust secures, in addition to the amounts specified in the Note, all future amounts Lender in its discretion may loan to Borrower or Trustor, together with all interest thereon.

**WHEN RECORDED MAIL TO:**

Five Points Bank  
LaVista  
9718 Giles Road  
LaVista, NE 68128

FOR RECORDER'S USE ONLY

**FIVE POINTS BANK**

**DEED OF TRUST**

**MAXIMUM LIEN.** The lien of this Deed of Trust shall not exceed at any one time \$560,565.00.

**THIS DEED OF TRUST** is dated January 20, 2012, among OFF THE WALL INDOOR SOCCER INC; A NEBRASKA CORPORATION ("Trustor"); Five Points Bank, whose address is LaVista, 9718 Giles Road, LaVista, NE 68128 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and (referred to below as "Trustee").

**CONVEYANCE AND GRANT.** For valuable consideration, Trustor conveys to Trustee in trust, WITH POWER OF SALE, for the benefit of Lender as Beneficiary, all of Trustor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in SARPY County, State of Nebraska:

**THE NORTH 210 FEET OF LOT 5, IN BROOK VALLEY BUSINESS PARK, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA**

The Real Property or its address is commonly known as 6950 SOUTH 110TH ST, LA VISTA, NE 68128.

**CROSS-COLLATERALIZATION.** In addition to the Note, this Deed of Trust secures all obligations, debts and liabilities, plus interest thereon, of either Trustor or Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower and Trustor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Borrower or Trustor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

**FUTURE ADVANCES.** In addition to the Note, this Deed of Trust secures all future advances made by Lender to Borrower or Trustor whether or not the advances are made pursuant to a commitment. Specifically, without limitation, this Deed of Trust secures, in addition to the amounts specified in the Note, all future amounts Lender in its discretion may loan to Borrower or Trustor, together with all interest thereon.

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Trustor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Trustor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Trustor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

**THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:**

**TRUSTOR'S REPRESENTATIONS AND WARRANTIES.** Trustor warrants that: (a) this Deed of Trust is executed at Borrower's request and not at the request of Lender; (b) Trustor has the full power, right, and authority to enter into this Deed of Trust and to hypothecate the Property; (c) the provisions of this Deed of Trust do not conflict with, or result in a default under any agreement or other instrument binding upon Trustor and do not result in a violation of any law, regulation, court decree or order applicable to Trustor; (d) Trustor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Trustor about Borrower (including without limitation the creditworthiness of Borrower).

**TRUSTOR'S WAIVERS.** Trustor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Trustor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Deed of Trust, Borrower and Trustor shall pay to Lender all Indebtedness secured by this Deed of Trust as it becomes due, and Borrower and Trustor shall strictly perform all their respective obligations under the Note, this Deed of Trust, and the Related Documents.

**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Borrower and Trustor agree that Borrower's and Trustor's possession and use of the Property shall be governed by the following provisions:

**Possession and Use.** Until the occurrence of an Event of Default, Trustor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

**Duty to Maintain.** Trustor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

**Compliance With Environmental Laws.** Trustor represents and warrants to Lender that: (1) During the period of Trustor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Trustor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Trustor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Trustor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Trustor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Trustor or to any other person. The representations and warranties contained herein are based on Trustor's due diligence in investigating the Property for Hazardous Substances. Trustor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Trustor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Trustor's ownership or interest in the Property, whether or not the same was or should have been known to Trustor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

**Nuisance, Waste.** Trustor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Trustor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

**Removal of Improvements.** Trustor shall not demolish or remove any improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any improvements, Lender may require Trustor to make arrangements satisfactory to Lender to replace such improvements with improvements of at least equal value.

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**Lender's Right to Enter.** Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Trustor's compliance with the terms and conditions of this Deed of Trust.

**Compliance with Governmental Requirements.** Trustor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Trustor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Trustor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Trustor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

**Duty to Protect.** Trustor agrees neither to abandon or leave unattended the Property. Trustor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

**TAXES AND LIENS.** The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

**Payment.** Trustor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Trustor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due, except for the Existing Indebtedness referred to below, and except as otherwise provided in this Deed of Trust.

**Right to Contest.** Trustor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Trustor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Trustor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Trustor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Trustor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

**Evidence of Payment.** Trustor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

**Notice of Construction.** Trustor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Trustor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Trustor can and will pay the cost of such improvements.

**PROPERTY DAMAGE INSURANCE.** The following provisions relating to insuring the Property are a part of this Deed of Trust:

**Maintenance of Insurance.** Trustor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a fair value basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Trustor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Trustor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Trustor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Trustor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Trustor agrees to obtain and maintain Federal Flood Insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

**Application of Proceeds.** Trustor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Trustor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Trustor shall repair or

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replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Trustor from the proceeds for the reasonable cost of repair or restoration if Trustor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid to Trustor as Trustor's interests may appear.

**Compliance with Existing Indebtedness.** During the period in which any Existing Indebtedness described below is in effect, compliance with the insurance provisions contained in the instrument evidencing such Existing Indebtedness shall constitute compliance with the insurance provisions under this Deed of Trust, to the extent compliance with the terms of this Deed of Trust would constitute a duplication of insurance requirement. If any proceeds from the insurance become payable on loss, the provisions in this Deed of Trust for division of proceeds shall apply only to that portion of the proceeds not payable to the holder of the Existing Indebtedness.

**Trustor's Report on Insurance.** Upon request of Lender, however not more than once a year, Trustor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Trustor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

**LENDER'S EXPENDITURES.** If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Trustor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Trustor's failure to comply with any obligation to maintain Existing Indebtedness in good standing as required below, or to discharge or pay when due any amounts Trustor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Trustor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Trustor. All such expenses will become a part of the indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

**WARRANTY; DEFENSE OF TITLE.** The following provisions relating to ownership of the Property are a part of this Deed of Trust:

**Title.** Trustor warrants that: (a) Trustor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in the Existing Indebtedness section below or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Trustor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

**Defense of Title.** Subject to the exception in the paragraph above, Trustor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Trustor's title or the interest of Trustee or Lender under this Deed of Trust, Trustor shall defend the action at Trustor's expense. Trustor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Trustor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

**Compliance With Laws.** Trustor warrants that the Property and Trustor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

**Survival of Representations and Warranties.** All representations, warranties, and agreements made by Trustor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Borrower's Indebtedness shall be paid in full.

**EXISTING INDEBTEDNESS.** The following provisions concerning Existing Indebtedness are a part of this Deed of Trust:

**Existing Lien.** The lien of this Deed of Trust securing the Indebtedness may be secondary and inferior to an existing lien. Trustor expressly covenants and agrees to pay, or see to the payment of, the Existing Indebtedness and to prevent any default on such indebtedness, any default under the instruments evidencing such indebtedness, or any default under any security documents for such indebtedness.

**No Modification.** Trustor shall not enter into any agreement with the holder of any mortgage, deed of trust, or other security agreement which has priority over this Deed of Trust by which that agreement is modified,

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amended, extended, or renewed without the prior written consent of Lender. Trustor shall neither request nor accept any future advances under any such security agreement without the prior written consent of Lender.

### CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

**Proceedings.** If any proceeding in condemnation is filed, Trustor shall promptly notify Lender in writing, and Trustor shall promptly take such steps as may be necessary to defend the action and obtain the award. Trustor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Trustor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

**Application of Net Proceeds.** If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

### IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

**Current Taxes, Fees and Charges.** Upon request by Lender, Trustor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Trustor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

**Taxes.** The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (2) a specific tax on Borrower which Borrower is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Borrower.

**Subsequent Taxes.** If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Trustor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

### SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

**Security Agreement.** This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

**Security Interest.** Upon request by Lender, Trustor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Trustor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Trustor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Trustor shall not remove, sever or detach the Personal Property from the Property. Upon default, Trustor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Trustor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

**Addresses.** The mailing addresses of Trustor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

### FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

**Further Assurances.** At any time, and from time to time, upon request of Lender, Trustor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Borrower's and Trustor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust on the Property, whether now owned or hereafter acquired by Trustor. Unless prohibited by law or Lender agrees to the contrary in

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writing. Trustor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

**Attorney-in-Fact.** If Trustor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Trustor and at Trustor's expense. For such purposes, Trustor hereby irrevocably appoints Lender as Trustor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

**FULL PERFORMANCE.** If Borrower and Trustor pay all the Indebtedness, including without limitation all future advances, when due, and Trustor otherwise performs all the obligations imposed upon Trustor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Trustor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Any reconveyance fee required by law shall be paid by Trustor, if permitted by applicable law.

**EVENTS OF DEFAULT.** Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

**Payment Default.** Borrower fails to make any payment when due under the Indebtedness.

**Other Defaults.** Borrower or Trustor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower or Trustor.

**Compliance Default.** Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

**Default on Other Payments.** Failure of Trustor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Borrower or Trustor or on Borrower's or Trustor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Defective Collateralization.** This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

**Insolvency.** The dissolution or termination of Borrower's or Trustor's existence as a going business, the insolvency of Borrower or Trustor, the appointment of a receiver for any part of Borrower's or Trustor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower or Trustor.

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or Trustor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Borrower's or Trustor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower or Trustor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower or Trustor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Breach of Other Agreement.** Any breach by Borrower or Trustor under the terms of any other agreement between Borrower or Trustor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Borrower or Trustor to Lender, whether existing now or later.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

**Adverse Change.** A material adverse change occurs in Borrower's or Trustor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

**Insecurity.** Lender in good faith believes itself insecure.

**Existing Indebtedness.** The payment of any installment of principal or any interest on the Existing Indebtedness is not made within the time required by the promissory note evidencing such indebtedness, or a default occurs under the instrument securing such indebtedness and is not cured during any applicable grace period in such instrument, or any suit or other action is commenced to foreclose any existing lien on the Property.

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**Right to Cure.** If any default, other than a default in payment is curable and if Trustor has not been given a notice of a breach of the same provision of this Deed of Trust within the preceding twelve (12) months, it may be cured if Trustor, after Lender sends written notice to Borrower demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

**RIGHTS AND REMEDIES ON DEFAULT.** If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

**Acceleration Upon Default; Additional Remedies.** If any Event of Default occurs as per the terms of the Note secured hereby, Lender may declare all Indebtedness secured by this Deed of Trust to be due and payable and the same shall thereupon become due and payable without any presentment, demand, protest or notice of any kind. Thereafter, Lender may:

- (a) Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court and without regard to the adequacy of its security, enter upon and take possession of the Property, or any part thereof, in its own name or in the name of Trustee, and do any acts which it deems necessary or desirable to preserve the value, marketability or rentability of the Property, or part of the Property or interest in the Property; increase the income from the Property or protect the security of the Property; and, with or without taking possession of the Property, sue for or otherwise collect the rents, issues and profits of the Property, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection attorneys' fees, to any indebtedness secured by this Deed of Trust, all in such order as Lender may determine. The entering upon and taking possession of the Property, the collection of such rents, issues and profits, and the application thereof shall not cure or waive any default or notice of default under this Deed of Trust or invalidate any act done in response to such default or pursuant to such notice of default; and, notwithstanding the continuance in possession of the Property or the collection, receipt and application of rents, issues or profits, Trustee or Lender shall be entitled to exercise every right provided for in the Note or the Related Documents or by law upon the occurrence of any event of default, including the right to exercise the power of sale;
- (b) Commence an action to foreclose this Deed of Trust as a mortgage, appoint a receiver or specifically enforce any of the covenants hereof; and
- (c) Deliver to Trustee a written declaration of default and demand for sale and a written notice of default and election to cause Trustor's interest in the Property to be sold, which notice Trustee shall cause to be duly filed for record in the appropriate offices of the County in which the Property is located; and
- (d) With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Nebraska Uniform Commercial Code.

**Foreclosure by Power of Sale.** If Lender elects to foreclose by exercise of the Power of Sale herein contained, Lender shall notify Trustee and shall deposit with Trustee this Deed of Trust and the Note and such receipts and evidence of expenditures made and secured by this Deed of Trust as Trustee may require.

- (a) Upon receipt of such notice from Lender, Trustee shall cause to be recorded, published and delivered to Trustor such Notice of Default and Notice of Sale as then required by law and by this Deed of Trust. Trustee shall, without demand on Trustor, after such time as may then be required by law and after recordation of such Notice of Default and after Notice of Sale having been given as required by law, sell the Property at the time and place of sale fixed by it in such Notice of Sale, either as a whole, or in separate lots or parcels or items as Trustee shall deem expedient, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States payable at the time of sale. Trustee shall deliver to such purchaser or purchasers thereof its good and sufficient deed or deeds conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including without limitation Trustor, Trustee, or Lender, may purchase at such sale.
- (b) As may be permitted by law, after deducting all costs, fees and expenses of Trustee and of this Trust, including costs of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of (i) all sums expended under the terms of this Deed of Trust or under the terms of the Note not then repaid, including but not limited to accrued interest and late charges, (ii) all other sums then secured hereby, and (iii) the remainder, if any, to the person or persons legally entitled thereto.
- (c) Trustee may in the manner provided by law postpone sale of all or any portion of the Property.

**Remedies Not Exclusive.** Trustee and Lender, and each of them, shall be entitled to enforce payment and performance of any indebtedness or obligations secured by this Deed of Trust and to exercise all rights and powers under this Deed of Trust, under the Note, under any of the Related Documents, or under any other agreement or any laws now or hereafter in force; notwithstanding, some or all of such indebtedness and obligations secured by this Deed of Trust may now or hereafter be otherwise secured, whether by mortgage, deed of trust, pledge, lien, assignment or otherwise. Neither the acceptance of this Deed of Trust nor its enforcement, whether by court action or pursuant to the power of sale or other powers contained in this Deed of Trust, shall prejudice or in any

## DEED OF TRUST

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manner affect Trustee's or Lender's right to realize upon or enforce any other security now or hereafter held by Trustee or Lender, it being agreed that Trustee and Lender, and each of them, shall be entitled to enforce this Deed of Trust and any other security now or hereafter held by Lender or Trustee in such order and manner as they or either of them may in their absolute discretion determine. No remedy conferred upon or reserved to Trustee or Lender, is intended to be exclusive of any other remedy in this Deed of Trust or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given in this Deed of Trust or now or hereafter existing at law or in equity or by statute. Every power or remedy given by the Note or any of the Related Documents to Trustee or Lender or to which either of them may be otherwise entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by Trustee or Lender, and either of them may pursue inconsistent remedies. Nothing in this Deed of Trust shall be construed as prohibiting Lender from seeking a deficiency judgment against the Trustor to the extent such action is permitted by law. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Trustor under this Deed of Trust, after Trustor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

**Request for Notice.** Trustor, on behalf of Trustor and Lender, hereby requests that a copy of any Notice of Default and a copy of any Notice of Sale under this Deed of Trust be mailed to them at the addresses set forth in the first paragraph of this Deed of Trust.

**Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Trustor also will pay any court costs, in addition to all other sums provided by law.

**Rights of Trustee.** Trustee shall have all of the rights and duties of Lender as set forth in this section.

**POWERS AND OBLIGATIONS OF TRUSTEE.** The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

**Powers of Trustee.** In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Trustor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

**Trustee.** Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

**Successor Trustee.** Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of SARPY County, State of Nebraska. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Trustor, the book and page (or computer system reference) where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by all the beneficiaries under this Deed of Trust or their successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

**NOTICES.** Any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Trustor agrees to keep Lender informed at all times of Trustor's current address. Unless otherwise provided or required by law, if there is more than one Trustor, any notice given by Lender to any Trustor is deemed to be notice given to all Trustors.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Deed of Trust:

## DEED OF TRUST (Continued)

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**Amendments.** This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Annual Reports.** If the Property is used for purposes other than Trustor's residence, Trustor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Trustor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

**Caption Headings.** Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

**Merger.** There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

**Governing Law.** This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Nebraska without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of Nebraska.

**Choice of Venue.** If there is a lawsuit, Trustor agrees upon Lender's request to submit to the jurisdiction of the courts of Sarpy County, State of Nebraska.

**Joint and Several Liability.** All obligations of Borrower and Trustor under this Deed of Trust shall be joint and several, and all references to Trustor shall mean each and every Trustor, and all references to Borrower shall mean each and every Borrower. This means that each Trustor signing below is responsible for all obligations in this Deed of Trust. Where any one or more of the parties is a corporation, partnership, limited liability company or similar entity, it is not necessary for Lender to inquire into the powers of any of the officers, directors, partners, members, or other agents acting or purporting to act on the entity's behalf, and any obligations made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Deed of Trust.

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Trustor, shall constitute a waiver of any of Lender's rights or of any of Trustor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**Severability.** If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

**Successors and Assigns.** Subject to any limitations stated in this Deed of Trust on transfer of Trustor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Trustor, Lender, without notice to Trustor, may deal with Trustor's successors with reference to this Deed of Trust and the Indebtedness by way of forbearance or extension without releasing Trustor from the obligations of this Deed of Trust or liability under the Indebtedness.

**Time is of the Essence.** Time is of the essence in the performance of this Deed of Trust.

**Waiver of Homestead Exemption.** Trustor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Nebraska as to all indebtedness secured by this Deed of Trust.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

**Beneficiary.** The word "Beneficiary" means Five Points Bank, and its successors and assigns.

**Borrower.** The word "Borrower" means OFF THE WALL INDOOR SOCCER INC, TIMOTHY J GILLESPIE and THERESA J GILLESPIE and includes all co-signers and co-makers signing the Note and all their successors and assigns.

**Deed of Trust.** The words "Deed of Trust" mean this Deed of Trust among Trustor, Lender, and Trustee, and

## DEED OF TRUST (Continued)

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includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

**Default.** The word "Default" means the Default set forth in this Deed of Trust in the section titled "Default".

**Environmental Laws.** The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

**Event of Default.** The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

**Existing Indebtedness.** The words "Existing Indebtedness" mean the indebtedness described in the Existing Liens provision of this Deed of Trust.

**Guaranty.** The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

**Hazardous Substances.** The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

**Improvements.** The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

**Indebtedness.** The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Trustor's obligations or expenses incurred by Trustee or Lender to enforce Trustor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust. Specifically, without limitation, Indebtedness includes the future advances set forth in the Future Advances provision, together with all interest thereon and all amounts that may be indirectly secured by the Cross-Collateralization provision of this Deed of Trust.

**Lender.** The word "Lender" means Five Points Bank, its successors and assigns.

**Note.** The word "Note" means the promissory note dated January 20, 2012, in the original principal amount of \$280,282.50 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

**Personal Property.** The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Trustor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

**Property.** The word "Property" means collectively the Real Property and the Personal Property.

**Real Property.** The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guarantees, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

**Rents.** The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

**Trustor.** The word "Trustor" means OFF THE WALL INDOOR SOCCER INC.

## DEED OF TRUST

(Continued)

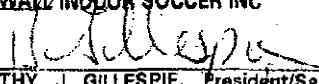
Loan No: 101248777

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TRUSTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND TRUSTOR AGREES TO ITS TERMS.

TRUSTOR:

OFF THE WALL INDOOR SOCCER INC

By: 

TIMOTHY J. GILLESPIE, President/Secretary of OFF THE WALL INDOOR SOCCER INC

By: 

THERESA J. GILLESPIE, Director of OFF THE WALL INDOOR SOCCER INC

## CORPORATE ACKNOWLEDGMENT

STATE OF Nebraska

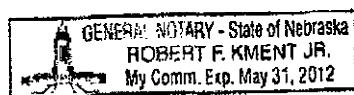
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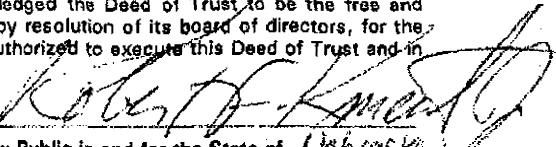
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COUNTY OF Sioux

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On this 20 day of January, 2012, before me, the undersigned Notary Public, personally appeared TIMOTHY J. GILLESPIE, President/Secretary of OFF THE WALL INDOOR SOCCER INC and THERESA J. GILLESPIE, Director of OFF THE WALL INDOOR SOCCER INC, and known to me to be authorized agents of the corporation that executed the Deed of Trust and acknowledged the Deed of Trust to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Deed of Trust and in fact executed the Deed of Trust on behalf of the corporation.



By:   
Notary Public in and for the State of Nebraska  
Residing at La Vista  
My commission expires 5-31-12

## REQUEST FOR FULL RECONVEYANCE

(To be used only when obligations have been paid in full)

To: \_\_\_\_\_, Trustee

The undersigned is the legal owner and holder of all indebtedness secured by this Deed of Trust. All sums secured by this Deed of Trust have been fully paid and satisfied. You are hereby directed, upon payment to you of any sums owing to you under the terms of this Deed of Trust or pursuant to any applicable statute, to cancel the Note secured by this Deed of Trust (which is delivered to you together with this Deed of Trust), and to reconvey, without warranty, to the parties designated by the terms of this Deed of Trust, the estate now held by you under this Deed of Trust. Please mail the reconveyance and related documents to:

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

Beneficiary: \_\_\_\_\_

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

Its: \_\_\_\_\_

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**DEED OF TRUST**  
**(Continued)**

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