

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA RECOMMENDING TO THE NEBRASKA LIQUOR CONTROL COMMISSION, APPROVAL OF THE CLASS C LIQUOR LICENSE APPLICATION FOR PGS SOUTHPORT INC DBA PIZZA GOURMET, LA VISTA, NEBRASKA.

WHEREAS, PGC Southport Inc dba Pizza Gourmet, 12040 McDermott Plaza, Suite 300, La Vista, Sarpy County, Nebraska, has applied to the Nebraska Liquor Control Commission for a Class C Liquor License, and

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, hereby recommend to the Nebraska Liquor Control Commission approval of the Class C Liquor License application submitted by PGC Southport Inc dba Pizza Gourmet, 12040 McDermott Plaza, Suite 300, La Vista, NE.

PASSED AND APPROVED THIS 21ST DAY OF OCOTBER 2008.

CITY OF LA VISTA

Douglas Kindig, Mayor

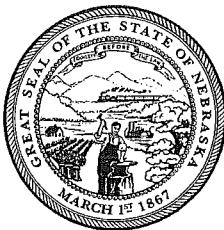
ATTEST:

Pamela A. Buethe, CMC
City Clerk

LA VISTA POLICE DEPARTMENT INTEROFFICE MEMORANDUM

TO: PAM BUETHE, CITY CLERK
FROM: BOB LAUSTEN, POLICE CHIEF
SUBJECT: LOCAL BACKGROUND- LIQUOR LICENSE
DATE: 9/24/2008
CC:

The police department conducted a check of computerized records on the applicants, Joseph Raya and Mark Hansen for criminal conduct in Nebraska and Sarpy County in reference to the Liquor License application. The applicant Hansen has traffic entries only.



Dave Heineman
Governor

City Clerk of La Vista
8116 Park View Boulevard
La Vista, NE 68128

RE: Pizza Gourmet

Dear Local Governing Body:

Attached is the form to be used on all retail liquor license applications. Local clerks must collect proper license fees and occupation tax per ordinance, if any, before delivering the license at time of issuance.

TWO KEY TIME FRAMES TO KEEP IN MIND ARE:

- 1) Publicize one time not less than 7 days not more than 14 days prior to date of hearing.
- 2) You have 45 days to conduct a hearing after the date of receipt of the notice from this Commission (§53-134). You may choose **NOT** to make a recommendation of approval or denial to our Commission.

PER §53-133, THE LIQUOR CONTROL COMMISSION SHALL SET FOR HEARING ANY APPLICATION WHEREIN:

- 1) There is a recommendation of denial from the local governing body,
- 2) A citizens protest; or
- 3) Statutory problems that the Commission discovers.

PLEASE NOTE A LICENSEE MUST BE "PROPERLY" LICENSED IN ORDER TO PURCHASE FROM WHOLESALERS, AND A LICENSE IS EFFECTIVE:

- 1) Upon payment of the license fees;
- 2) Physical possession of the license;
- 3) Effective date on the license.

Sincerely,

NEBRASKA LIQUOR CONTROL COMMISSION
Jackie B. Matulka
Licensing Division

Enclosures **Rhonda R. Flower**
Commissioner

Bob Logsdon
Chairman

Robert Batt
Commissioner

RECOMMENDATION OF THE NEBRASKA LIQUOR CONTROL COMMISSION

October 22, 2008 JBM

Date Mailed from Commission Office:

September 22, 2008

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:

PGC Southport Inc DBA Pizza Gourmet

12040 McDermott Plaza, Suite 300, La Vista, NE 68128 (Sarpy County)

NEW APPLICATION for Class C 83019

45 days – November 6, 2008

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:** The motion passed: _____ The 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 _____

(Clerks Signature)

DATE _____

**APPLICATION FOR LIQUOR LICENSE
CHECKLIST**

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

0301A

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Applicant Name PGC Southport, Inc.

Trade Name The Pizza Gourmet Company Previous Trade Name _____

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

REQUIRED ATTACHMENTS

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

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

Rec 165460A Bus 20870-45
MM

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

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

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

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

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

Signature 
Joseph E. Raya
President
PGC Southport, Inc.

APPLICATION FOR LIQUOR LICENSE

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

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

RETAIL LICENSE(S)

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

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

MISCELLANEOUS

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

All Class C licenses expire October 31st

All other licenses expire April 30th

Catering expire same as underlying retail license

TYPE OF APPLICATION BEING APPLIED FOR (CHECK ONE)

→

<input type="checkbox"/>	Individual License (requires insert form 1)
<input type="checkbox"/>	Partnership License (requires insert form 2)
<input checked="" type="checkbox"/>	Corporate License (requires insert form 3a & 3c)
<input type="checkbox"/>	Limited Liability Company (requires form 3b & 3c)

NAME OF PERSON OR FIRM ASSISTING WITH APPLICATION

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

Name John M. Gilroy Phone number: (402) 614-6100

Firm Name Revolution Capital Partners

PREMISE INFORMATIONTrade Name (doing business as) The Pizza Gourmet CompanyStreet Address #1 12040 McDermott PlazaStreet Address #2 Suite 300-311City La Vista County Sarpy #59 Zip Code 68128Premise Telephone number not yet assignedIs this location inside the city/village corporate limits: YES NO

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

Name PGC Southport, Inc.Street Address
#1 15475 Ruggles StreetStreet Address
#2 Suite 105City Omaha County Douglas Zip Code 68116**DESCRIPTION AND DIAGRAM OF THE STRUCTURE TO BE LICENSED**

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

See attached drawing of the Premises (Exhibit A) and the Site Plan (Exhibit B). The Premises is an irregular shaped interior bay measuring approximately 56' by 14' by 28' by 67' by 50' by 72' containing approximately 4,721 square feet and an outside patio on the south southeast side of the bay measuring approximately 50' by 16' by 17' by 30' by 12' by 10' by 12' and containing approximately 1,150 square feet. The Premises is single story with no basement.

APPLICANT INFORMATION

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

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

YES NO

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

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

YES NO

If yes, give name of business and license number _____

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

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

YES NO

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

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

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

YES NO

If yes, list the lender Mutual of Omaha Bank, 3333 Farnam Street, Omaha, Nebraska 68131

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

YES NO

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

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

YES NO

If yes, list such items and the owner.

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

YES NO

If yes, explain.

No silent partners

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

YES NO

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

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

YES NO

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

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

Mutual of Omaha Bank. Authorized signers will be Joseph E. Raya and Mark W. Hansen

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.

The Pizza Gourmet Company, 15475 Ruggles Street, Suite 105, Omaha. License no. 78729

12. List the person who will be the on site supervisor of the business and the estimated number of hours per week such person or manager will be on the premises supervising operations. Mark W. Hansen - 40 hours

13. List the training and/or experience (when and where) of the person lists in #12 above in connection with selling and/or serving alcoholic beverages. Employed 40+ hours per week as supervisor/bartender at Pizza Gourmet since July 2005

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

Lease: expiration date Initial term expires October 31, 2015; option to extend to October 31, 2020
 Deed
 Purchase Agreement

lease assigned to new corporation

15. When do you intend to open for business? November 1, 2008

16. What will be the main nature of business? Casual dining restaurant/sports bar

17. What are the anticipated hours of operation? 11:00 A.M. to 1:00 A.M.

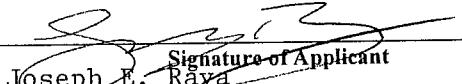
18. List the principal residence(s) for the past 10 years for all persons required to sign, including spouses. If necessary attach a separate sheet.

RESIDENCES FOR THE PAST 10 YEARS, APPLICANT AND SPOUSE MUST COMPLETE					
APPLICANT: CITY & STATE	YEAR FROM TO		SPOUSE: CITY & STATE	YEAR FROM TO	
Raya, Joseph E. - Roscoe, IL	1997	1999			
Raya, Joseph E. - Brown Deer, WS	1999	2000			
Raya, Joseph E. - Omaha, NE	2000	Now			
Hansen, Mark W. - Omaha, NE	1998	Now	Hansen, Elizabeth - Omaha, NE	1998	Now

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

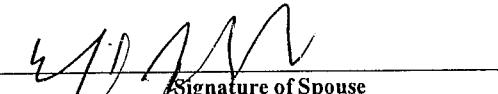
Individual applicants agree to supervise in person the management and operation of the business and that they will operate the business authorized by the license for themselves and not as an agent for any other person or entity. Corporate applicants agree the approved manager will superintend in person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

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


Signature of Applicant
Joseph E. Raya


Signature of Applicant
Mark W. Hansen

Signature of Spouse


Signature of Spouse
Elizabeth J. Hansen

Signature of Applicant

Signature of Spouse

Signature of Applicant

Signature of Spouse

Signature of Applicant

Signature of Spouse

State of Nebraska

County of Douglas

County of Douglas

The foregoing instrument was acknowledged before
me this 9/18/2008 by

The foregoing instrument was acknowledged before
me this 9/18/2008 by

Joseph E. Raya

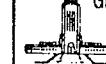
Mark W. Hansen and Elizabeth J. Hansen

Affix Seal Here



GENERAL NOTARY - State of Nebraska
SUZANNE R. BAKER
My Comm. Exp. July 5, 2010

Affix Seal Here



GENERAL NOTARY - State of Nebraska
SUZANNE R. BAKER
My Comm. Exp. July 5, 2010

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

MANAGER APPLICATION
INSERT - FORM 3c

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

Office Use

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

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

Corporation/LLC information

✓ Name of Corporation/LLC: PGC Southport, Inc.

Premise Information

Premise License Number: Applied for

Premise Trade Name/DBA: The Pizza Gourmet Company

Premise Street Address: 12040 McDermott Plaza

City: La Vista State: Nebraska Zip Code: 68128

Premise Phone Number: not yet assigned

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


CORPORATE OFFICER SIGNATURE
(Faxed signatures are acceptable)

Manager's information must be completed below PLEASE PRINT CLEARLY

bc enclosed

Gender: MALE FEMALE

Last Name: Hansen First Name: Mark MI: W.

Home Address (include PO Box if applicable): 7857 Mary Street

City: Omaha State: Nebraska Zip Code: 68116

Home Phone Number: (402) 880-3977 Business Phone Number: not yet assigned

Social Security Number: Drivers License Number & State:

Date Of Birth: Place Of Birth: Omaha, Nebraska

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

YES NO

Spouse's Information

Spouse's Last Name: Hansen First Name: Elizabeth
MI: J.

Social Security Number: Drivers License Number & State:

Date Of Birth: Place Of Birth: Omaha, Nebraska

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

APPLICANT		SPOUSE	
CITY & STATE		YEAR FROM TO	
Omaha, Nebraska	1998	Now	Omaha, Nebraska
			1998
			Now

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO	NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
10/01 07/05	Home Depot	Ron Scott	(402) 968-6002
07/05 Now	Pizza Gourmet	Joseph E. Raya	(402) 932-8998

Manager and spouse must review and answer the questions below

PLEASE PRINT CLEARLY

1. READ PARAGRAPH CAREFULLY AND ANSWER COMPLETELY AND ACCURATELY.

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

YES

NO

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

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

YES

NO

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

YES

NO

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

YES

NO

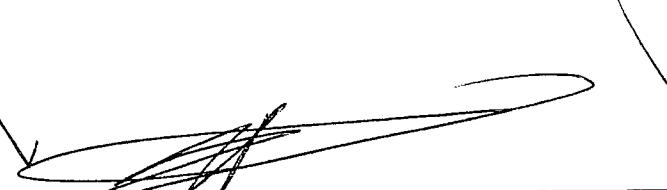
prints enclosed

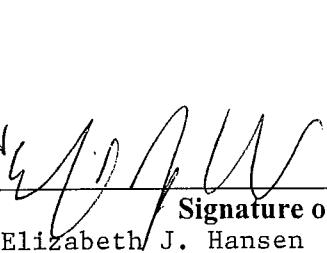
PERSONAL OATH AND CONSENT OF INVESTIGATION

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
Mark W. Hansen

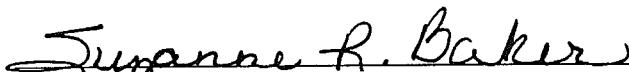

Signature of Spouse
Elizabeth J. Hansen

State of Nebraska

County of Douglas

The foregoing instrument was acknowledged before
me this 9/18/2008 by

Mark W. Hansen


Suzanne R. Baker
Notary Public signature

County of Douglas

The foregoing instrument was acknowledged before
me this 9/18/2008 by

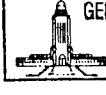
Elizabeth J. Hansen


Suzanne R. Baker
Notary Public signature

Affix Seal Here

	GENERAL NOTARY - State of Nebraska SUZANNE R. BAKER My Comm. Exp. July 5, 2010
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Affix Seal Here

	GENERAL NOTARY - State of Nebraska SUZANNE R. BAKER My Comm. Exp. July 5, 2010
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In compliance with the ADA, this manager insert form 3c is available in other formats for persons with disabilities.
A ten day advance period is required in writing to produce the alternate format.

SPOUSAL AFFIDAVIT OF NON PARTICIPATION INSERT

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

Office Use

I acknowledge that I am the spouse of a liquor license holder. My signature below confirms that I will have not have any interest, directly or indirectly in the operation or profit of the business (§53-125(13)) of the Liquor Control Act. I will not tend bar, make sales, serve patrons, stock shelves, write checks, sign invoices or represent myself as the owner or in any way participate in the day to day operations of this business in any capacity. I understand my fingerprint will not be required; however, I am obligated to sign and disclose any information on all applications needed to process this application.



Signature of spouse asking for waiver
(Spouse of individual listed below)

Nebraska
State of _____
Douglas
County of _____
September 18, 2008

date



Suzanne R. Baker
Notary Public signature

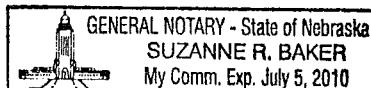
Elizabeth J. Hansen

Printed name of spouse asking for waiver

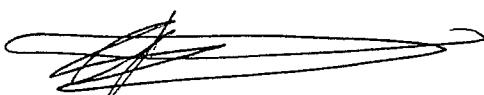
The foregoing instrument was acknowledged before me this
Elizabeth J. Hansen
by _____

name of person acknowledged

Affix Seal



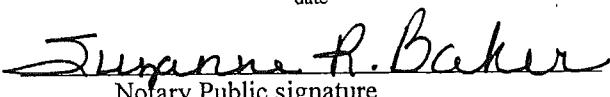
I acknowledge that I am the spouse of the above listed individual. I understand that my spouse and I are responsible for compliance with the conditions set out above. If it is determined that the above individual has violated (§53-125(13)) the Commission may cancel or revoke the liquor license.



Signature of individual involved with application
(Spouse of individual listed above)

Nebraska
State of _____
Douglas
County of _____
September 18, 2008

date



Suzanne R. Baker
Notary Public signature

Mark W. Hansen

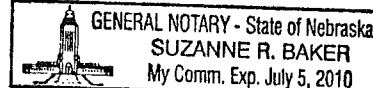
Printed name of applying individual

The foregoing instrument was acknowledged before me this

Mark W. Hansen

name of person acknowledged

Affix Seal



In compliance with the ADA, this spousal affidavit of non participation is available in other formats for persons with disabilities. A ten day advance period is requested in writing to produce the alternate format.

**APPLICATION FOR LIQUOR LICENSE
CORPORATION
INSERT - FORM 3a**

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

Office Use

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

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

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

Name of Registered Agent: Joseph E. Raya

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

PGC Southport, Inc.

Corporation Address: 12040 McDermott Plaza

City: La Vista State: Nebraska Zip Code: 68128

Total Number of Corporation Shares Issued: 6,666

Name and notarized signature of president (Information of president must be provided)

Last Name: Raya First Name: Joseph MI: E.

2000 North 146th Street • City of Omaha

55440 (10C) 814-1886

State: _____ Zip Code: _____

—

State of Nebraska
County of Douglas

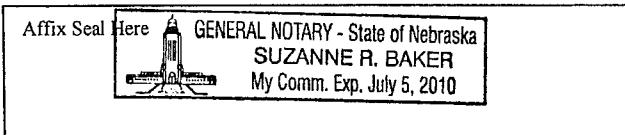
The foregoing instrument was acknowledged before me this

September 18, 2008
date

by Joseph E. Raya

name of person acknowledged

Notary Public signature



Is the applying Corporation controlled by another Corporation?

YES

NO

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

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

✓ Starting Date: January 1 Ending Date: December 31

Is this a Non-Profit Corporation?

YES

NO

✓ If yes, provide the Federal ID #.

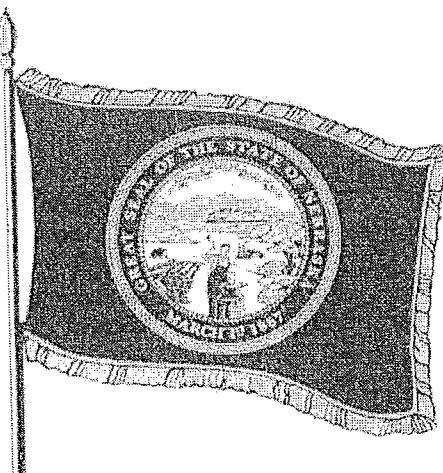
In compliance with the ADA, this corporation insert form 3a is available in other formats for persons with disabilities.
A ten day advance period is requested in writing to produce the alternate format.

STATE OF

NEBRASKA

United States of America, } ss.
State of Nebraska }

Department of State
Lincoln, Nebraska



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

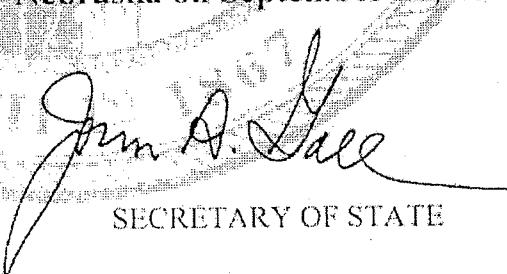
the attached is a true and correct copy of Articles of Incorporation of

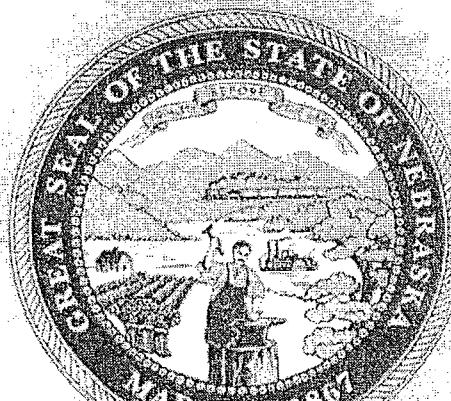
PGC SOUTHPORT, INC.

with its registered office located in OMAHA, Nebraska, as filed in this office on September 16, 2008.

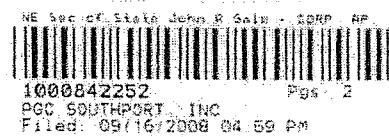
In Testimony Whereof,

I have hereunto set my hand and
affixed the Great Seal of the State of
Nebraska on September 16, 2008.


John A. Gale
SECRETARY OF STATE



This certificate is not to be construed as an endorsement,
recommendation, or notice of approval of the entity's
financial condition or business activities and practices.



ARTICLES OF INCORPORATION OF PGC SOUTHPORT, INC.

The undersigned natural person of majority age, acting as the incorporator of a corporation under the Nebraska Business Corporation Act, adopts the following Articles of Incorporation for such corporation:

ARTICLE I

The name of the corporation is PGC Southport, Inc.

ARTICLE II

The corporation will have perpetual existence.

ARTICLE III

The purposes for which the corporation is organized are to transact fully all lawful business for which a corporation may be incorporated under the Nebraska Business Corporation Act, as amended from time to time.

ARTICLE IV

The aggregate number of shares which the corporation will have authority to issue is 10,000 shares, having a par value of \$1.00 each, all of which will be common stock, will have unlimited voting rights and will be entitled to receive the net assets of the corporation upon dissolution. All transfers of the shares of the corporation will be made in accordance with the provisions of the by-laws of the corporation.

ARTICLE V

No shareholder of the corporation will have any preemptive right to purchase, subscribe for or otherwise acquire shares or other securities of the corporation, whether now or hereafter authorized unissued or issued.

ARTICLE VI

6.1 To the extent permitted by law, the corporation will indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, including any action or suit by or in the right of the corporation to procure a judgment in its favor, by reason of the fact that such person is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation,

partnership, joint venture or other enterprise or as a trustee, officer, employee or agent of an employee benefit plan, against expenses, including attorney fees, and, except for actions by or in the right of the corporation, judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe such conduct was unlawful.

6.2 To the extent permitted by law, the corporation will have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation against any liability asserted against such person and incurred by such person in such capacity or arising out of such person's status as such, whether or not the corporation would have the power to indemnify such person against such liability.

6.3 The indemnity provided for in this Article VI shall not be deemed to be exclusive of any other rights to which those indemnified may otherwise be entitled, nor shall the provisions of this Article VI be deemed to prohibit the corporation from extending its indemnification to cover other persons or activities to the extent permitted by law or pursuant to any provision in the by-laws of the corporation.

ARTICLE VII

The corporation reserves the right to amend or repeal any provision contained in these Articles of Incorporation in the manner now or hereafter permitted by law. All rights conferred upon the shareholders of the corporation are granted subject to this reservation.

ARTICLE VIII

The street address of the initial registered office of the corporation is 11840 Miracle Hills Drive, Suite 200, Omaha, Douglas County, Nebraska 68154-4475. The name of the initial registered agent at such address is John M. Gilroy.

ARTICLE IX

The name and street address of the incorporator are as follows: Joseph E. Raya, 15475 Ruggles Street, Suite 105, Omaha, Nebraska 68116-8839.

Dated: September 15, 2008


Joseph E. Raya, Incorporator

ASSIGNMENT AND ASSUMPTION AGREEMENT

#14

PARTIES:

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Assignment Agreement"), dated as of September 18, 2008, is made and entered into by and between The Pizza Gourmet Company ("Assignor"), a Nebraska corporation, as assignor, and PGC Southport, Inc. ("Assignee"), a Nebraska corporation as assignee.

RECITALS:

This Agreement is made with reference to the following facts and objectives:

A. Assignor entered into that certain Southport Center Lease (the "Lease"), dated December 31, 2008, by and between John L. Hoich ("Hoich"), as landlord, and Assignor, as tenant, with respect to premises located at 12040 McDermott Plaza, Suite 300-311, La Vista, Nebraska (the "Premises").

B. The obligations of Assignor under the Lease have been personally guaranteed by Joseph E. Raya and Mark W. Hansen, shareholders of Assignor.

C. Hoich and Assignor entered into that certain Addendum to Lease (the "Addendum"), dated as of August 1, 2008, approving the location of an outside patio adjacent to the Premises.

D. Assignor desires to assign to Assignee, and Assignee is willing to assume, all of the obligations of Assignor under the Lease.

AGREEMENT:

NOW, THEREFORE, in consideration of the recitals and the mutual agreements, provisions and covenants herein contained, Seller and Purchaser hereby agree as follows:

Assignor hereby sells, assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in and to the Lease and the Addendum.

SECTION 2 ASSUMPTION

Assignee hereby assumes and agrees to pay, perform and discharge, as and when due, all of the obligations of Assignor under the Lease and the Addendum.

SECTION 3 FURTHER ASSURANCES

Assignor and Assignee each agree to cooperate with the other, and to execute such other and further documentation and take any further action which may be necessary or convenient to effect the transfer of the Lease to Assignee.

#14

SECTION 4 MISCELLANEOUS

4.1 This Assignment Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral and written, among the parties with respect to the subject matter of this Assignment Agreement.

4.2 This Assignment Agreement and the legal relations among the parties hereto shall be governed by and construed in accordance with the laws of the State of Nebraska applicable to contracts made and performed in Nebraska.

4.3 This Assignment Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Except with the written consent of the other parties hereto, no person shall take any act which would allow any right hereunder to be assigned or held by any other person.

4.4 The headings of the various sections and subsections herein are inserted merely as a matter of convenience and for reference and shall not be construed as in any manner defining, limiting or describing the scope or intent of the particular sections to which they refer, or as affecting the meaning or construction of the language in the body of such sections.

4.5 Words of any gender used in this Assignment Agreement shall be held and construed to include any other gender, and words in the singular shall be held to include the plural, unless the context otherwise requires.

4.6 This Assignment Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

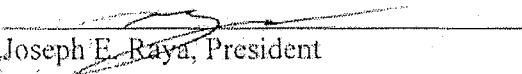
4.7 All of the recitals are incorporated with and made a part of this Assignment Agreement.

IN WITNESS WHEREOF, this Assignment Agreement has been duly executed by the parties hereto, at the place and date specified immediately adjacent to their respective names.

Executed at Omaha, Nebraska,
on September 18, 2008.

THE PIZZA GOURMET COMPANY,
a Nebraska corporation

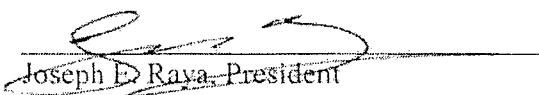
By:


Joseph E. Raya, President

Executed at Omaha, Nebraska,
on September 18, 2008.

PGC SOUTHPOR, INC.,
a Nebraska corporation

By:


Joseph E. Raya, President

RECEIVED

Southport Center

SEP 05 2009

Lease

NEBRASKA LIQUOR
CONTROL COMMISSION

THIS LEASE (this "Lease") is made and entered into this 31st day of December 2007, by and between John L. Hoich, successors and/or assigns ("Landlord") and The Pizza Gourmet Company ("Tenant"), a Nebraska corporation, upon the following terms and conditions:

ARTICLE I

FUNDAMENTAL LEASE PROVISIONS

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

*Patio Area
on addendum
See attached*

- (a) Landlord: John L. Hoich or Assigns
- (b) Landlord's Address for Notices and Rent Payments:
John L. Hoich
c/o Coldwell Banker Commercial
World Group
780 North 114th Street
Omaha, NE 68154
- (c) Tenant: The Pizza Gourmet Company, a Nebraska corporation
- (d) Tenant's Address for Notices: 15475 Ruggles Street, Suite 105
Omaha, Nebraska 68116-8839
- (e) Tenant's Trade Name: Pizza Gourmet
- (f) Address of Premises: 12040 McDermott Plaza, Suite 300-311, La Vista, NE 68128 ("Premises")
- (g) Name and Address of Shopping Center Development: Southport Center, 12112 McDermott Plaza, Legal Description: Lots 4-5, Southport East Replat Six, La Vista, Sarpy County, Nebraska
- (h) Approximate Number of Square Feet in Premises: 4,815

- (i) Number of Years in Lease Term: Seven (7) Years and Four (4) Months
- (j) Annual Base Rent Per Square Foot: The initial Base Rent (on a NNN basis) for the first year of the Lease will be \$16.00 per square foot per annum. The Base Rent (on a NNN basis) for the second year of the Lease will be \$19.75 per square foot per annum. The base rental rate on a NNN basis will increase two and one-half percent (2.5%) each subsequent year including the option periods, if any.
- (k) Initial Annual Common Areas Charge: \$2.10 per square foot
- (l) Initial Insurance Contribution: \$0.26 per square foot
- (m) Initial Tax Contribution: \$2.25 per square foot
- (n) Permitted Use of Premises: Pizza Restaurant serving beer, wine and liquor providing sales of alcoholic beverages account for no more than 40% of total sales.
- (o) Security Deposit: \$5,000.00
- (p) Landlord shall turnover the Premises having substantially completed all of Landlord's Improvements, defined on attached Exhibit "C", Landlord's Work. Rent commencement shall be the earlier of 1) One Hundred Fifty (150) days after substantial completion of Landlord's Work and delivery of the Premises to Tenant, or 2) Forty-Five (45) days after Tenant opens for business. Approximate Rent Commencement date is December 1, 2008.
jlh *bc*
- (q) Tenant Fraction: 4,815/ 43,357 (11.11%)
- (r) Approximate Number of Square Feet in the Shopping Center: 43,357 in two buildings
\$120,375.00
- (s) Tenant's Allowance: The allowance in the amount of up to \$25.00 per square foot of the Premises to be paid by Landlord to Tenant for the construction and completion of Tenant's Work and Tenant's Improvements, as defined in Article XXXIV, Section 34.1, in accordance with the provisions of Section 34.2.

Size of Premises: Landlord and Tenant acknowledge that the actual number of square feet in the Premises and in the Shopping Center will be determined after the floor plans of the Premises and Shopping Center are finalized by the Shopping Center's architect. When determined, the architect will deliver notice of the number of square feet in (1) the Premises and (2) in the Shopping Center. If the number of square feet in the Premises in Section (h), above or if the number of square feet in the Shopping Center in Section (r) above are different than the

numbers determined by the architect, the figures in Sections (h), (j), (o), (q) and (r) will change according to the architect's figures.

Payment of Operating Expenses: Payment of Tenant's Tax Contribution, Tenant's Insurance Contribution and Tenant's Common Area Charge will commence the earlier of 1) One Hundred Twenty (120) days after substantial completion of Landlord's Work and delivery of the Premises to Tenant, or 2) Tenant opening for business. Tenant will place gas and electric services in Tenant's name upon delivery of the Premises.

ARTICLE II

PREMISES

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the premises located in the spaces shown in red on Exhibit A (the "Premises"). The address of the Premises is set forth as a Fundamental Lease Provision in Article I, subsection (f). As indicated on **Exhibit "A"**, the Premises will be a part of the "Shopping Center," which is identified as a Fundamental Lease Provision in Article I, subparagraph (g) and shown on **Exhibit "B"**. The Premises contains the approximate number of square feet of floor space that is set out as a Fundamental Lease Provision in Article I, subparagraph (h). The use and occupation by Tenant of the Premises shall include the irrevocable license for the term (including any renewals) of this Lease to use, in common with others entitled thereto, the common areas of the Shopping Center. "Common Areas" shall include parking areas, loading facilities, truck service-ways, service corridors, landscaped areas, streets, sidewalks, driveways and such other areas as may be so designated from time to time by Landlord for the common use of tenants in the Shopping Center, subject, however, to the terms and conditions of this Lease and such reasonable rules and regulations as Landlord shall adopt from time to time in connection therewith.

ARTICLE III

TERM

This Lease shall be for a term consisting of the number of years set forth as a Fundamental Lease Provision in Article I, subparagraph (i), unless sooner terminated pursuant to the provisions of this lease. The commencement date of the term of this Lease (the "Commencement Date") shall be that date set forth as a Fundamental Lease Provision in Article I, subparagraph (p). If the Commencement Date occurs on a day other than the first day of a calendar month, or if the expiration occurs on a day other than the last day of a calendar month, then the monthly rent for such fractional month will be prorated on a daily basis. Possession shall be deemed to occur on the date that the Premises are Ready for Occupancy. Earlier or later possession shall not change the termination date of this Lease. This Lease shall not be void or voidable in the event of a late delivery of possession by Landlord, nor shall Landlord be liable to Tenant for any resulting loss or damage.

ARTICLE IV

USE OF PREMISES

The Premises are leased to Tenant, and are to be used by Tenant, for the permitted use set forth as a Fundamental Lease Provision in Article I, subparagraph (n) and for no other purpose. Tenant agrees to use the Premises in such a manner as to not interfere with the rights of other tenants in the Shopping Center, to comply with all applicable governmental laws, ordinances and regulations in connection with its use of the Premises, to keep the Premises in a clean and sanitary condition, to use all reasonable precaution to prevent waste, damage or injury to the Premises.

ARTICLE V

RENT

Section 5.1. *Base Rent.* Tenant agrees to pay rent to Landlord at the address set forth as a Fundamental Lease Provision in Article I, subparagraph (b), or at any other place Landlord may designate in writing, in lawful money of the United States, in monthly installments in advance, on the first date of each month, as follows:

For the period from December 1, 2008 to November 30, 2009, \$6,420.00 per month

For the period from December 1, 2009 to November 30, 2010, \$7,924.69 per month

For the period from December 1, 2010 to November 30, 2011, \$8,122.80 per month

For the period from December 1, 2011 to November 30, 2012, \$8,325.87 per month

For the period from December 1, 2012 to November 30, 2013, \$8,534.02 per month

For the period from December 1, 2013 to November 30, 2014, \$8,747.37 per month

For the period from December 1, 2014 to October 31, 2015, \$8,966.06 per month

Section 5.2. *Payment of Rent.* Tenant agrees to pay the Base Rent as and when due, together with all adjustments and all other amounts required to be paid by Tenant under this Lease.

In the event of nonpayment of any amounts due under this Lease, whether or not designated as rent, Landlord shall have all the rights and remedies provided in this Lease or by law for failure to pay rent.

Section 5.3. *Late Charge.* If Tenant fails to pay the Base Rent together with Tenant's share of the Common Area Charges (as defined below) and all other amounts required to be paid by Tenant under this Lease, on or before the fifth day after such payments are due, Tenant agrees to pay Landlord a late charge equal to ten percent (10%) of the amount due per month.

Section 5.4. *Security Deposit.* As partial consideration for the execution of this Lease, Tenant has delivered to Landlord the sum set forth as a Fundamental Lease Provision in Article I, subparagraph (o) as a Security Deposit. The Security Deposit will be returned to Tenant at the expiration of this Lease if Tenant has fully complied with all covenants and conditions of this Lease.

Section 5.5. *Tenant Fraction.* That fraction whose numerator is the total number of square feet of floor space contained in the Premises and whose denominator is the total number of square feet of leasable floor space contained in all of the buildings in the Shopping Center (the "Tenant Fraction") may be adjusted in the event of addition or deletion to the Shopping Center.

ARTICLE VI

REAL ESTATE TAXES AND ASSESSMENTS

Section 6.1. Landlord agrees to pay, prior to delinquency, the general real estate taxes and installments of special taxes, assessments, or levies of any kind however denominated payable during the term of this Lease (collectively referred to in this paragraph as the "Taxes") on the land and improvements constituting the Shopping Center, provided that Tenant shall pay to Landlord for each calendar year, as additional rent, the Tenant Fraction of the taxes actually paid by Landlord during such calendar year, regardless of the tax period to which such Taxes relate (the "Tenant's Tax Contribution"). Tenant Fraction is set forth as a Fundamental Lease Provision in Article I, subparagraph (q). If any portion of the Shopping Center is assessed for real estate tax purposes as a separate parcel and the Taxes on such separate parcel are payable by a tenant or owner other than Landlord, then such Taxes shall not be included in the Taxes for purposes of Tenant's Tax Contribution under this Article VI and in such event the denominator of Tenant Fraction for purposes of this Article shall be reduced by the number of square feet of leasable floor space contained in the building or buildings located on such separate parcel.

Section 6.2. Tenant shall pay to Landlord, as additional rent, at the same time and in the same manner as provided for payment of Base Rent in Article V hereof, an amount equal to one-twelfth (1/12) of Tenant's estimated Tax Contribution for the current calendar year, as determined annually and communicated to Tenant in writing by Landlord. Within 30 days after the end of each Lease year, Tenant shall pay to Landlord any unpaid portion of Tenant's Tax Contribution for such calendar year or shall be entitled to a credit from Landlord for any excess Tax Contribution actually paid by Tenant for such calendar year. Tenant's Tax Contribution shall be prorated for any period which Tenant occupies the Premises for only part of the calendar year. Tenant's estimated Tax Contribution for the first calendar year is set forth as a Fundamental Lease Provision in Article I, subparagraph (m). Tenant agrees to pay when due all property taxes of any kind which during the term of this Lease may be assessed against any personal property, fixtures, or leasehold improvements of Tenant at any time located in or about the Premises, as well as any increase in the Taxes resulting from any improvements or alterations made to the Premises by Tenant pursuant to Article XII.

ARTICLE VII

FIRE AND EXTENDED COVERAGE

Section 7.1. Landlord agrees to purchase and maintain during the term of this Lease fire insurance with an extended coverage endorsement, including, but not limited to, windstorm and tornado damage of the Premises, with a responsible insurance company or companies authorized to do business in the State of Nebraska. Such insurance shall be obtained in the amount of the replacement value of the Shopping Center excluding trade fixtures.

Section 7.2. Tenant shall pay to Landlord for each calendar year, as additional rent, the Tenant Fraction of the premiums actually paid by Landlord for the insurance coverage referred to in Section 7.1 (the "Tenant's Insurance Contribution"). Tenant Fraction is set forth as a Fundamental Lease Provision in Article I, subparagraph (q). If any building in the Shopping Center is separately insured against physical loss or damage and the premiums for such separate insurance are payable by a tenant or owner other than Landlord, then such insurance premiums shall not be included in the premiums upon which Tenant's Insurance Contribution is based and in such event the denominator of Tenant Fraction for purposes of allocation of casualty insurance shall be reduced by the number of square feet of leasable floor space contained in the building or buildings which are covered by such separate insurance.

Section 7.3. Tenant shall pay to Landlord, as additional rent, at the same time and in the same manner as provided for payment of Base Rent in Article V hereof, an amount equal to one-twelfth (1/12) of Tenant's estimated Insurance Contribution for such calendar year as determined annually and communicated to Tenant in writing by Landlord. Within 30 days after the end of each calendar year, Tenant shall pay to Landlord any unpaid portion of its actual Insurance Contribution for such calendar year or shall be entitled to a credit from Landlord for any excess Insurance Contribution actually paid by Tenant for such calendar year. Tenant's estimated Insurance Contribution for the first calendar year is set forth as the Fundamental Lease Provision in Article I, subparagraph (l). Tenant's Insurance Contribution shall be prorated for any period which Tenant occupies the Premises for only part of the calendar year.

ARTICLE VIII

COMMON AREA CHARGES

Section 8.1. Except as otherwise provided in this Lease, Landlord shall operate and maintain the Common Areas during the term of this Lease in good order and repair in accordance with reasonable standards of shopping center cleanliness and maintenance, provided that Tenant at its expense shall keep the Common Areas free of litter, trash and debris generated by or resulting from the operation of Tenant's business in and about the Premises. Tenant shall pay to Landlord for each calendar year, as additional rent, the Tenant Fraction of the costs paid, incurred or accrued by Landlord for operating and maintaining the Common Areas (the "Tenant's Common

Area Charge"). Tenant Fraction is set forth as a Fundamental Lease Provision in Article I, subparagraph (q).

Section 8.2. Tenant shall pay to Landlord, as additional rent, at the same time and in the same manner as provided for payment of Base Rent in Section 5.1 hereof, an amount equal to one-twelfth (1/12) of Tenant's estimated Common Areas Charge for the current calendar year, as determined annually and communicated to Tenant in writing by Landlord. Tenant's estimated Common Areas Charge for the first calendar year is set forth as a Fundamental Lease Provision in Article I, subparagraph (k). Within 30 days after the end of each calendar year, Tenant shall pay to Landlord any unpaid portion of its actual Common Areas Charge for such calendar year or shall be entitled to a credit from Landlord for any excess Common Areas Charge actually paid by Tenant for such calendar year. If Tenant shall occupy the Premises only during part of a calendar year, Tenant's Common Areas Charge for such partial calendar year shall be prorated for such partial calendar year. Landlord may change the amount to be paid by Tenant at any time upon written notice to Tenant. Landlord agrees to furnish Tenant within a reasonable amount of time after the end of each calendar year, with a detailed breakdown of all Common Area Charges for the Shopping Center and Tenant's proportionate share thereof. Landlord shall also furnish Tenant, from time to time, with such information substantiating the Common Area Charges as Tenant may reasonably request. Tenant shall also have the right, at any time from time to time upon request, during normal business hours, at its expense, to audit Landlord's books and records concerning such charges.

Section 8.3. The costs of operating and maintaining Common Areas shall include, but not be limited to, lighting, electricity, heating and air conditioning for any enclosed portions of the Common Areas; professional property management services; water; cleaning, sweeping and other janitorial services; trash removal and maintenance of refuse receptacles; snow and ice removal; pollution control; repairing, repainting and re-striping the parking lot; landscaping of all outdoor common areas and landscape maintenance; sewer charges; maintaining markers and signs; seasonal holiday decorations; music to common areas; removing trash from the common areas; wages, payroll taxes, worker's compensation insurance and other benefits paid to, or on behalf of, employees; parking lot liability insurance; licenses and permit fees; policing and security services; fire protection; traffic direction; repairs, replacements, depreciation and maintenance of equipment or rent paid for leasing such equipment; maintenance supplies; personal property taxes; and other everyday maintenance expenses.

ARTICLE IX

CONTROL OF COMMON AREAS BY LANDLORD

Landlord reserves the following rights with respect to the common areas of the Shopping Center:

- (a) to establish reasonable rules and regulations for the use of the common areas, including, without limitation, the delivery of goods and the disposal of trash;

(b) to use or permit the nonexclusive use of the common areas by others to whom Landlord may grant or have granted such reasonable rights in such manner as Landlord may, from time to time, reasonably designate, including, but not limited to, sales and special promotional events;

(c) to temporarily close all or any portion of the common areas, to make repairs or changes in accordance with this Lease, to prevent a dedication of the common areas or the accrual of any rights to any person or to the public;

(d) to change the layout of such common areas, including the right to add to or subtract from their shape and size, whether by the addition of building improvements or otherwise; provided, however, that in all events, such construction or change shall not obstruct or materially and adversely change the ingress or egress to the Premises, impair the visibility of the Premises or otherwise unreasonably interfere with Tenant's use and enjoyment of the Premises;

(e) to enter into operating, maintenance or similar agreements with respect to the common areas; and

(f) to do such other acts in and to the common areas as in Landlord's reasonable judgment may be desirable; provided, however, that such rights shall be exercised in such manner as not to unreasonably interfere with Tenant's conduct of its business in the Premises.

ARTICLE X

UTILITIES

Upon Tenant's possession of the Premises, Tenant shall contract, in its own name, for and pay when due all charges for connection or use of water, gas, electricity, telephone, garbage collection, sewer use and other utility services supplied to the Premises during the term of this Lease. Under no circumstances shall Landlord be responsible for any interruption of any utility service.

ARTICLE XI

CONSTRUCTION AND ACCEPTANCE OF PREMISES

Landlord shall deliver to Tenant possession of the Premises when they are ready for occupancy. The term "Ready for Occupancy" shall mean that Landlord's work to the Premises has been substantially completed to the extent reasonably necessary for commencement of any work required by Tenant with only (i) minor portions of Landlord's work or (ii) any portion of Landlord's work, which is dependent upon the progress or completion of Tenant's work,

remaining to be accomplished. All construction or improvements by Tenant (the "Tenant's Work") must be approved by Landlord in writing prior to commencement of construction.

Landlord shall notify Tenant of the date on which the Premises are Ready for Occupancy, and thereon Tenant shall accept delivery of the Premises, enter upon them, promptly and diligently install its furniture, fixtures and equipment and perform Tenant's Work contemporaneously with Landlord's remaining work, if any.

Landlord shall not be responsible nor have any liability whatsoever at any time for loss or damage to Tenant's Work or to fixtures, equipment or other property of Tenant installed or placed by Tenant on the Premises, except when caused by Landlord's gross negligence or intentional misconduct. Any occupancy by Tenant prior to the Commencement Date, even though Base Rent free, shall in all other respects be subject to this Lease. By occupying the Premises as a Tenant or to complete Tenant's Work and install fixtures, facilities or equipment, Tenant shall be deemed conclusively to have accepted the same and to have acknowledged that the Premises are in an acceptable condition, except as to incomplete or defective items of Landlord's work then specified in writing by Tenant. Landlord shall have a reasonable time following such notification within which to correct same. In no event shall Landlord be liable to Tenant for latent defects. In the event of any dispute, the certificate of Landlord's architect or engineer shall be conclusive that the Premises are in condition required by this Lease and are "Ready for Occupancy."

ARTICLE XII

ALTERATIONS

Section 12.1. Tenant shall not, without Landlord's prior written consent which will not be unreasonably withheld, either make, or cause to be made, any alterations, additions or improvements in or to the Premises or any part thereof (structural or otherwise), including, but not limited to, the foundations, the roof and any signs, shades or awnings located outside of the Premises.

Section 12.2. Tenant shall promptly pay its contractors, subcontractors and materialmen for all work done or performed at the Premises by or on behalf of Tenant, so as to prevent the assertion or imposition of any lien or claim upon or against the Shopping Center, the Premises or Landlord and should any such lien or claim be asserted or filed, Tenant shall bond against or discharge the same within 10 days after Tenant receives notice thereof. Landlord may satisfy and remove any such lien or claim by paying the full amount claimed or otherwise, without investigating the validity thereof, if Tenant fails to comply with the foregoing provision. Tenant shall reimburse Landlord, including Landlord's reasonable attorneys' fees, costs and expenses, together with interest at the rate of 15% per annum from the date of Landlord's payment until repaid by Tenant. In no event shall Tenant have any authority whatsoever to enter into any agreement on behalf of Landlord which could result in the imposition of any lien or claim against the Premises or the Shopping Center.

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ARTICLE XIII

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SIGNS

NEBRASKA LIQUOR
CONTROL COMMISSION

Tenant will not, without Landlord's prior written consent, place or suffer to be placed or maintained on any exterior door, wall or window of the Premises, any sign, awning or canopy or advertising matter or other thing of any kind, and will not, without such consent, place or maintain any decoration, lettering or advertising matter on the glass of any window or door of the Premises.

Landlord's consent may be given or withheld in a manner so as to assure reasonable uniformity throughout the Shopping Center and to maintain a first-class appearance of the same. All signs, awnings, canopies, decorations, lettering, advertising matter or other things so approved by Landlord and installed by Tenant shall at all times be maintained by Tenant, at its expense, in good condition and repair. Landlord's consent shall be deemed given only when this Lease is amended by an addendum executed by the parties hereto specifically describing the sign, awning, canopy or advertising matter permitted. Please refer to Exhibit "E", Tenant Sign Criteria, attached to and made a part of this Lease. Notwithstanding the foregoing, Tenant shall have the right to install one neon "open" sign and up to five other neon signs in the windows of the Premises advertising products sold by Tenant in accordance with all local governmental codes and Tenant's sign budget.

ARTICLE XIV

ASSIGNMENT OR SUBLEASE

Tenant shall not assign this Lease or sublet the whole or any part of the Premises, transfer this Lease by operation of law or otherwise or permit any other person except agents and employees of Tenant to occupy the Premises, or any part thereof, without the prior written consent of Landlord. Landlord may consider the following in determining whether to withhold consent: (a) financial responsibility of the new tenant, (b) identity and business character of the new tenant and (c) nature and legality of the proposed use of the Premises. Notwithstanding the foregoing, prior to the Commencement Date, Tenant shall have the right to assign this Lease to any corporation in which the individual guarantors of this Lease are majority shareholders, to any limited partnership in which the individual guarantors of this Lease are general partners, either directly or through another entity, or to a limited liability company in which the individual guarantors of this Lease own a majority of the interests.

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

ARTICLE XV

REPAIRS

Landlord agrees to maintain in good condition and repair as necessary the foundations, roof, exterior portions of the outside walls, gutters and downspouts of the Shopping Center, which shall be maintained by Landlord at its cost, except when the condition requiring such repairs shall result from the negligence or willful act of Tenant, its officers, employees, invitees, servants or agents.

Tenant agrees that it will make, at its own cost and expense, all repairs and replacements to the Premises not required to be made by Landlord, including, but not limited to, all interior and exterior doors, door frames, windows, plate glass and the heating, ventilation & air conditioning (HVAC) systems, plumbing and electrical systems servicing the Premises. Tenant agrees to do all redecorating, remodeling, alteration and painting required by it during the term of the Lease at its own cost and expense, to pay for any repairs to the Premises or the Shopping Center made necessary by any negligence or willful act of Tenant or any of its officers, invitees, servants, agents or employees, and to maintain the Premises in a safe, clean, neat and sanitary condition. Tenant shall be entitled to no compensation for inconvenience, injury or loss of business arising from the making of any repairs by Landlord, Tenant or other tenants to the Premises or the Shopping Center, regardless of under which Article of this Lease such repairs are made. In the event of an emergency or in the event Tenant fails within a reasonably practicable time period after written notice from Landlord as to the need for such repairs to make such repairs for which Tenant is responsible under this Lease, Landlord may make such repairs and, upon completion thereof, Tenant shall forthwith pay, as additional rent, Landlord's actual and reasonable costs for making such repairs or replacements, together with interest upon such sums as shall be advanced by Landlord from the date of advancement at the rate of 15% per annum until reimbursed by Tenant.

ARTICLE XVI

CONDITION OF PREMISES

Except as provided herein, Tenant agrees that no promises, representations, statements or warranties have been made on behalf of Landlord to Tenant respecting the condition of the Premises or the manner of operating the buildings or the making of any repairs to the Premises. Tenant shall, at the termination of this Lease, by lapse of time or otherwise, remove all of Tenant's property in accordance with Article XXVII below and surrender the Premises to Landlord in as good condition as when Tenant took possession, normal wear excepted.

ARTICLE XVII

PERSONAL PROPERTY AT RISK OF TENANT

All personal property and trade fixtures in the Premises shall be at the risk of Tenant only. Landlord shall not be liable for any damage to any property or trade fixtures of Tenant or its agents or employees in the Premises caused by any casualty, steam, electricity, sewage, gas or odors or from water, rain or snow which may leak into, issue or flow into the Premises from any part of the Shopping Center or from any other place, or for any damage done to Tenant's property in moving same to or from the Shopping Center or the Premises. Tenant shall give Landlord or its agents, prompt written notice of any damage to or defects in water pipes, sewer, electrical, gas or warming or cooling apparatus in the Premises.

ARTICLE XVIII

LANDLORD'S RESERVED RIGHTS

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

- (a) change the name or street address of the Shopping Center;
- (b) install and maintain signs on the Shopping Center;
- (c) have access to all mail chutes according to the rules of the United States Post Office Department;
- (d) at reasonable times, to decorate and to make, at its own expense, repairs, alterations, additions and improvements, structural or otherwise, in or to the Premises (provided that the same do not impair Tenant's improvements to the premises), the Shopping Center or part thereof, and any adjacent building, land, street or alley, and during such operations to take into and through the Premises or any part of the Shopping Center all materials required, and to temporarily close or suspend operation of entrances, doors, corridors or other facilities to do so;
- (e) possess passkeys to the Premises;
- (f) show the Premises to prospective Tenants at reasonable times during the six-month period prior to expiration of the term of this Lease and exhibit "For Rent" signs thereon; and
- (g) take any and all reasonable measures, including inspections or the making of repairs, alterations and additions and improvements to the Premises or to the Shopping

Center, which Landlord deems necessary or desirable for the safety, protection, operation or preservation of the Premises or the Shopping Center.

ARTICLE XIX

ACCESS BY LANDLORD

Landlord or Landlord's agents shall have the right to enter the Premises at all reasonable times upon reasonable advance notice to Tenant (except in cases of emergency) to examine the same and to show them to prospective purchasers and to make such repairs, alterations, improvements or additions as permitted under this Lease, provided that Landlord shall not thereby unreasonably interfere with the conduct of Tenant's business.

ARTICLE XX

INSURANCE

Tenant shall not use or occupy the Premises or any part thereof in any manner which could invalidate any policies of insurance now or hereafter placed on the Shopping Center or increase the risks covered by insurance on the Shopping Center or necessitate additional insurance premiums or polices of insurance, even if such use may be in furtherance of Tenant's business purposes. In the event any policies of insurance are invalidated by acts or omissions of Tenant, Landlord shall have the right to terminate this Lease or, at Landlord's option, to charge Tenant for extra insurance premiums required on the Shopping Center on account of the increased risk caused by Tenant's use and occupancy of the Premises. Each party hereby waives all claims for recovery from the other for any loss or damage to any of its property insured under valid and collectible insurance policies to the extent of any recovery collectible under such policies. However, this waiver shall apply only when permitted by applicable policies of insurance.

ARTICLE XXI

INDEMNITY

Tenant shall indemnify, hold harmless and defend Landlord from and against, and Landlord shall not be liable to Tenant on account of, any and all costs, expenses, liabilities, losses, damages, suits, actions, fines, penalties, demands or claims of any kind, including reasonable attorneys' fees, asserted by or on behalf of any person, entity or governmental authority arising out of or in any way connected with (a) a failure by Tenant to perform any of the agreements, terms or conditions of this Lease required to be performed by Tenant; (b) a failure by Tenant to comply with any laws, statutes, ordinances, regulations or orders of any governmental authority; (c) any accident, death or personal injury, or damage to or loss or theft of property arising from, related to or connected with the conduct and operation of Tenant's business in the Premises, or arising out of and connected with the use and occupancy of sidewalks and other common areas by Tenant which shall occur on or about the Premises or the Shopping Center, except as the same

may be the result of the gross negligence or intentional misconduct of Landlord, its employees or agents; or any risks associated with any so-called "dram-shop" liability.

ARTICLE XXII

LIABILITY INSURANCE

Tenant agrees to procure and maintain continuously during the term of this Lease, a policy or policies of insurance in a company or companies acceptable to Landlord, at Tenant's own cost and expense, insuring Landlord, the property manager and Tenant from all claims, demands or actions; such comprehensive insurance shall protect and name Tenant as the Insured and shall provide coverage of at least \$2,000,000 for injuries to any one person, \$2,000,000 for injuries to persons in any one accident and \$2,000,000 for damage to property, made by or on behalf of any person or persons, firm or corporation arising from, related to or connected with the conduct and operation of Tenant's business in the Premises, or arising out of and connected with the use and occupancy of sidewalks and other common areas by Tenant. All such insurance shall provide that Landlord shall be given a minimum of 10 days' notice by the insurance company prior to cancellation, termination or change of such insurance. Tenant shall provide Landlord with copies of the policies or certificates evidencing that such insurance is in full force and effect and stating the terms and provisions thereof. If Tenant fails to comply with such requirements for insurance, Landlord may, but shall not be obligated to, obtain such insurance and keep the same in effect and Tenant agrees to pay Landlord, upon demand, the premium cost thereof. The policy limits of any such insurance shall not, however, limit the liability of Tenant hereunder. Tenant agrees to provide Landlord with evidence of such coverage upon Tenant's possession of the Premises and at anytime Landlord requests evidence of such coverage.

ARTICLE XXIII

DAMAGE BY FIRE OR OTHER CASUALTY

If, during the term of this Lease, the Premises shall be so damaged by fire or any other cause except Tenant's negligent or intentional act so as to render the Premises un-tenantable, the Base Rent shall be abated while the Premises remain un-tenantable and, in the event of such damage, Landlord shall elect whether to repair the Premises or to cancel this Lease, and shall notify Tenant in writing of its election within 60 days after such damage. In the event Landlord elects to repair the Premises, the work or repair shall begin promptly and shall be carried on without unnecessary delay. In the event Landlord elects not to repair the Premises, this Lease shall be deemed canceled as of the date of the damage and Base Rent and all other prorated charges will be prorated to such date. If the extent of damage is not so great so as to render the Premises un-tenantable, the Premises will be promptly repaired and the Base Rent will not be abated in whole or in part.

ARTICLE XXIV

CONDEMNATION

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

ARTICLE XXV

DEFAULT OR BREACH

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

- (a) if Tenant fails to pay Landlord any Base Rent or any other amounts required to be paid by Tenant when due hereunder;
- (b) if Tenant vacates or abandons the Premises or ceases to continually use the Premises for the purposes stated in Article IV above;
- (c) if Tenant files a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act or voluntarily takes advantage of any such act by answer or otherwise or makes an assignment for the benefit of creditors;
- (d) if involuntarily proceedings under any bankruptcy or insolvency act shall be instituted against Tenant, or if a receiver or trustee shall be appointed of all or substantially of the property of Tenant, and such proceedings shall not be dismissed or the receivership or trusteeship vacated within 30 days after the institution or appointment; or
- (e) if Tenant fails to perform or comply with any other term or condition of this Lease and if such nonperformance shall continue for a period of 10 days after written notice thereof by Landlord to Tenant, time being of the essence, provided if Tenant has commenced to cure such event of default and diligently follows through, such 10 days shall be extended by an additional 10 days to allow Tenant time to cure such event of default.

ARTICLE XXVI

EFFECT OF DEFAULT

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

- (a) Landlord may re-enter the Premises immediately and remove the property and personnel of Tenant and shall have the right, but not the obligation, to store such property in a public warehouse or at a place selected by Landlord, at the risk and expense of Tenant;
- (b) Landlord may retake the Premises and may terminate this Lease by giving written notice of termination to Tenant. Without such notice, Landlord's retaking will not terminate this Lease. On termination, Landlord may recover from Tenant all damages proximately resulting from the breach, including the cost of recovering the Premises, all costs of re-renting and the difference between the rent due for the balance of the Lease term, as though the Lease had not been terminated, and the reasonable rental value of the Premises, which sum shall be immediately due Landlord from Tenant;
- (c) Landlord may re-let the Premises or any part thereof for any term without terminating this Lease, at such rent and on such terms as it may choose. In connection with any re-letting, Landlord may make alterations and repairs to the Premises. In addition to Tenant's liability to Landlord for breach of this Lease, Tenant shall be liable for all expenses of the re-letting, for any alterations and repairs made and for the rent due for the balance of the Lease term, which sum shall be immediately due Landlord from Tenant. The amount due Landlord will be reduced by the net rent received by Landlord during the remaining term of this Lease from re-letting the Premises or any part thereof.

ARTICLE XXVII

SURRENDER; HOLDING OVER

Upon termination of this Lease, whether by expiration of the Lease term or otherwise, Tenant shall peaceably surrender the Premises, including all alterations, additions, improvements, decorations and repairs made thereto, clean and in good condition and repair, reasonable wear and tear excepted and damage for casualty, eminent domain or negligence or willful act of Landlord, its office, agents, employees, servants or invitees. Tenant shall remove all its trade fixtures and any of its other business equipment and personal property not required to be surrendered to Landlord before surrendering the Premises as aforesaid, and shall repair any damage to the Premises caused thereby. Any property of Tenant not removed by the end of the Lease term shall be deemed abandoned by Tenant and may be disposed of by Landlord without any obligation to account to Tenant therefore.

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If the Premises are not promptly surrendered upon termination of this Lease as hereinabove set out, Tenant shall indemnify Landlord against loss or liability resulting from delay by Tenant in so surrendering the Premises, including, without limitation, claims made by the succeeding Tenant founded on such delay, and lost rentals and prorate charges. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of the term of this Lease.

If Tenant remains in possession after termination of this Lease without a written Lease, Tenant shall be deemed a trespasser. If Tenant pays and Landlord accepts Base Rent for a period after termination, Tenant shall be deemed to be occupying the Premises only as a tenant from month to month, subject to all of the other terms and provisions of this Lease, except that the Base Rent will be twice the monthly Base Rent in effect immediately prior to the termination.

ARTICLE XXVIII

SUBORDINATION AND ATTORNMENT

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

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

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

ARTICLE XXIX

NOTICES

Any notice given hereunder shall be given in writing and sent by personal delivery or by registered or certified mail to Landlord at the address set forth as a Fundamental Lease Provision in Article I, subparagraph (b) and to Tenant at the address set forth as a Fundamental Lease Provision in Article I, subparagraph (d) or at such other address as either party may from time to time designate in writing. Each such notice shall be deemed to have been given at the time it shall be personally delivered to such address or deposited in the United States mail in the manner prescribed herein.

ARTICLE XXX

Intentionally Deleted

ARTICLE XXXI

RULES AND REGULATIONS

Tenant and Tenant's agents, employees and invitees shall fully comply with all rules and regulations of the Shopping Center, as amended from time to time, which are made a part of this Lease as if fully set forth herein. Landlord shall have the right to adopt and to amend such rules and regulations as Landlord deems necessary or desirable for the safety, care, cleanliness or proper operation of the Premises and the Shopping Center.

Tenant agrees as follows:

(a) The delivery or shipping of goods, merchandise, supplies and fixtures to and from the Premises shall be subject to such reasonable rules and regulations as in the judgement of Landlord are necessary for the proper operation of the Shopping Center.

(b) No loudspeakers, televisions, phonographs, radios or other devices shall be used in a manner so as to be heard or seen outside the Premises, without the prior written consent of Landlord which may be withheld in Landlord's sole discretion.

(c) Subject to Section 35.3, Tenant shall not place or permit any obstructions or merchandise in the outside or common areas immediately adjoining the Premises or other common facilities, and shall not use such areas for business purposes other than for ingress and egress.

(d) Tenant shall have full responsibility for protecting the Premises and the property located therein from theft and robbery.

(e) Tenant shall not permit on the Premises any act or practice which is unlawful, immoral or which might injure the reputation of the Shopping Center.

(f) Tenant and Tenant's employees and agents shall not solicit business in the parking or other common areas, nor shall Tenant distribute or place handbills or other advertising matter in or on automobiles parked in the parking areas or other common areas.

(g) Tenant shall keep the Premises free and clear of rodents, bugs and vermin, and Tenant shall use, at its cost and at such intervals as Landlord shall reasonably require, a reputable pest extermination contractor to provide extermination services in the Premises.

(h) Tenant shall not burn any trash, rubbish or garbage in or about the Premises or the Shopping Center.

ARTICLE XXXII

NET LEASE

This Lease is a net lease, and the parties agree and understand that Tenant shall pay Tenant's proportionate share of the Taxes, insurance, Common Area Charges and all other expenses as described in this Lease.

ARTICLE XXXIII

MISCELLANEOUS

Section 33.1. *Binding on Assigns.* All terms, conditions and agreements of this Lease shall be binding upon, apply and inure to the benefit of the parties hereto and their respective heirs, representatives, successors and assigns.

Section 33.2. *Amendment in Writing.* This Lease contains the entire agreement between the parties and may be amended only by subsequent written agreement signed by Landlord and Tenant.

Section 33.3. *Non-waiver.* The failure of Landlord to insist upon strict performance of any of the terms, conditions and agreements of this Lease shall not be deemed a waiver of any of its rights or remedies hereunder and shall not be deemed a waiver of any subsequent breach or default of any of such terms, conditions and agreements. The doing of anything by Landlord which Landlord is not obligated to do hereunder shall not impose any future obligation on Landlord nor otherwise amend any provisions of this Lease.

Section 33.4. *No Surrender.* No surrender of the Premises by Tenant shall be effected by Landlord's acceptance of the keys to the Premises or of the rent or any other sums due hereunder, or by any other means whatsoever, without Landlord's written acknowledgment that such acceptance constitutes a surrender.

Section 33.5. *Captions.* The captions of the various paragraphs in this Lease are for convenience only and do not define, limit, describe or construe the contents of such paragraphs.

Section 33.6. *Brokers.* The Brokers involved in this transaction are: Trenton B. Magid and Ryan D. Callinan of Coldwell Banker Commercial World Group as agent for Landlord; and Joel McNeil as agent(s) for Tenant. Landlord and Tenant acknowledge that Coldwell Banker Commercial World Group is being paid a fee by Landlord and this fee will be shared by the Brokers based on their separate agreement. Tenant hereby warrants that no other real estate broker has or will represent it in this transaction and that no finder's fees have been earned by a third party, except as specifically agreed to in writing by Landlord.

Section 33.7. *Applicable Law.* This Lease shall be governed by and construed in accordance with the laws of the State of Nebraska.

ARTICLE XXXIV

INITIAL IMPROVEMENTS OF THE PREMISES

Section 34.1 Landlord shall deliver possession of the Premises to Tenant in the condition described in attached **Exhibit C**, "Landlord's Work". Upon acceptance, Tenant agrees to perform "Tenant's Work" as described in attached **Exhibit "D"**. All of Tenant's Work shall be performed at Tenant's cost and expense. Tenant shall fully equip the Premises with all trade fixtures, lighting fixtures; furniture, furnishings, fixtures, floor coverings, any special equipment, and other items of personal property as may be necessary for the completion of the Premises and the proper operation of Tenant's business therein. All improvements made to the Premises by Tenant are hereinafter sometimes called "Tenant's Improvements". All of Tenant's Work and any work or improvements not included in Exhibit "D" must be approved in writing by Landlord prior to commencement of such work or improvements.

Section 34.2 **Tenant's Allowance.** Landlord shall pay Tenant Allowance for the construction and completion of Tenant's Work and Tenant's Improvements in accordance with the provisions of section (s) of the Fundamental Lease Provisions section of this Lease. Payment of Tenant Allowance shall be subject to the following conditions: (i) Tenant shall deliver to Landlord reasonably satisfactory documentation of all costs and expenses incurred in connection with Tenant's Work and Tenant's Improvements; (ii) Tenant shall furnish to Landlord copies of lien waivers or releases from all suppliers; materialmen and contractors; or subcontractors who have supplied either labor or materials in connections with Tenant's Work or Tenant's Improvements.

ARTICLE XXXV

OTHER PROVISIONS

Section 35.1 Limited Exclusive Use. Landlord agrees that during the entire Term of this Lease, Landlord shall not rent any other space in the Shopping Center to another person or entity (i) whose primary business activity within the space lease, is or would be the sale of pizza, carry out pizza or delivery of pizza. For purposes of this Limited Exclusive Use, the definition of "primary business activity" does not include other potential tenants which serve pizza or pizza-like items on their menu(s) but do not constitute more than twenty-percent (20%) of their gross sales.

Section 35.2 Option to Extend Lease. If this lease shall be in force and effect on the date for the expiration of the term hereof, and the Tenant on that date shall have fully performed all of its obligations hereunder, the Tenant shall have the right, at its option, to extend this Lease for one additional term of Five (5) years ("Option Period") upon the same terms and conditions contained in this Lease, except, the Base Rent for each year of the Option Period ("Option Base Rent") will increase two and one-half percent (2 ½ %) greater than the immediately preceding year of the Lease. To exercise such option, the Tenant shall notify the Landlord in writing, at any time during the original term hereof but no later than eight (8) months prior to the expiration of such term of the Tenant's intention to extend such term.

Section 35.3 Patio Area. Landlord agrees that Tenant shall be allowed to have an outside patio area of no less than 1,000 sq. ft. or a smaller size if approved by Tenant in writing. The exact location of the patio area will be subject to Landlord's approval. Landlord, at Landlord's expense, agrees to provide the necessary railing and concrete pad for the outside patio area. Landlord will also provide awnings for the patio to provide no less than 80% cover. However, Tenant will pay for any upgrades and other improvements to the patio area including, but not limited to, upgraded fencing or stamped concrete, service station or other improvements.

Section 35.4 Intentionally Deleted.

Section 35.4 Liquor License. The parties acknowledge that Tenant must apply for a Class C liquor license from all governing authorities in order to operate a bar at the Premises. Tenant hereby agrees to make submit an application for such license within ten (10) days after execution of this Lease and provide copies of the applications and other documents to Landlord upon submission. If Tenant's liquor license has not been approved or is rejected by all governing authorities on or before April 15, 2008, Tenant may give written notice along with a copy of such rejection notice to Landlord on or before April 21, 2008, and this Lease shall be terminated and of no effect. In the case of such termination, Landlord shall return the amount of the Security Deposit and Base Rent received to Tenant.

Section 35.5 Exhibits. The following items and exhibits are attached to and made a part of this Lease:

- Personal Guarantee
- Exhibit "A" The Premises
- Exhibit "B" The Shopping Center
- Exhibit "C" Landlord's Work

Exhibit "D" Tenant's Work
Exhibit "E" Tenant Sign Criteria

Section 35.6 Time of Essence. The parties agree that time is an essential element to the performance of their respective obligations hereunder; provided, however, if the final date of any period set forth herein falls on a Saturday, Sunday or legal holiday under the laws of the State of Nebraska or the United States of America, the final date of such period shall be extended to the next day that is not a Saturday, Sunday or legal holiday.

Until this Lease is executed on behalf of all parties hereto, it shall be construed as an offer to lease from Tenant to Landlord.

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

TENANT

The Pizza Gourmet Company, a Nebraska corporation

By 
Joe Raya

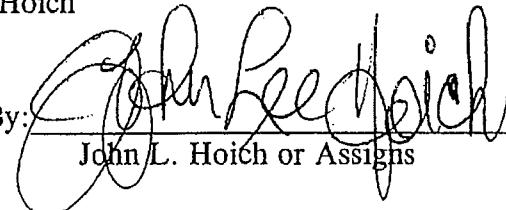
Title Owner

By 
Mark Hansen

Title: Owner

LANDLORD

John L. Hoich

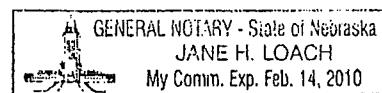
By: 
John L. Hoich or Assigns

STATE OF NEBRASKA)
)SS
COUNTY OF DOUGLAS)

31 The foregoing instrument was acknowledged by Joe Ray before me this
day of December 2007.

Jane H. Loach
Notary Public

My commission expires: 2/14/2010

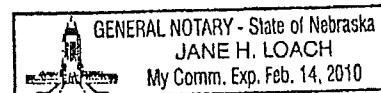


STATE OF NEBRASKA)
)SS
COUNTY OF DOUGLAS)

31 The foregoing instrument was acknowledged by Mark Hansen before me this
day of December 2007.

Jane H. Loach
Notary Public

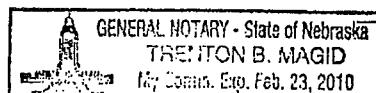
My commission expires: 2/14/2010



STATE OF NEBRASKA)
)SS
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 31st day of December 2007
by John L. Hoich..

John L. Hoich
Notary Public



My commission expires: _____

PERSONAL GUARANTEE

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

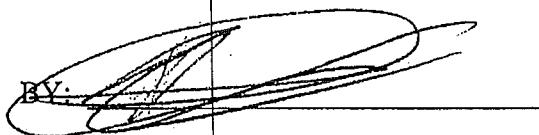
Dated this 23 ^{15th day of December 2007.}

BY:



Joe Raya

BY:



Mark Hansen

6063 N 14th st

STREET ADDRESS

Omaha NE 68116

CITY, STATE, ZIP

7857 Mary St

STREET ADDRESS

Omaha NE 68122

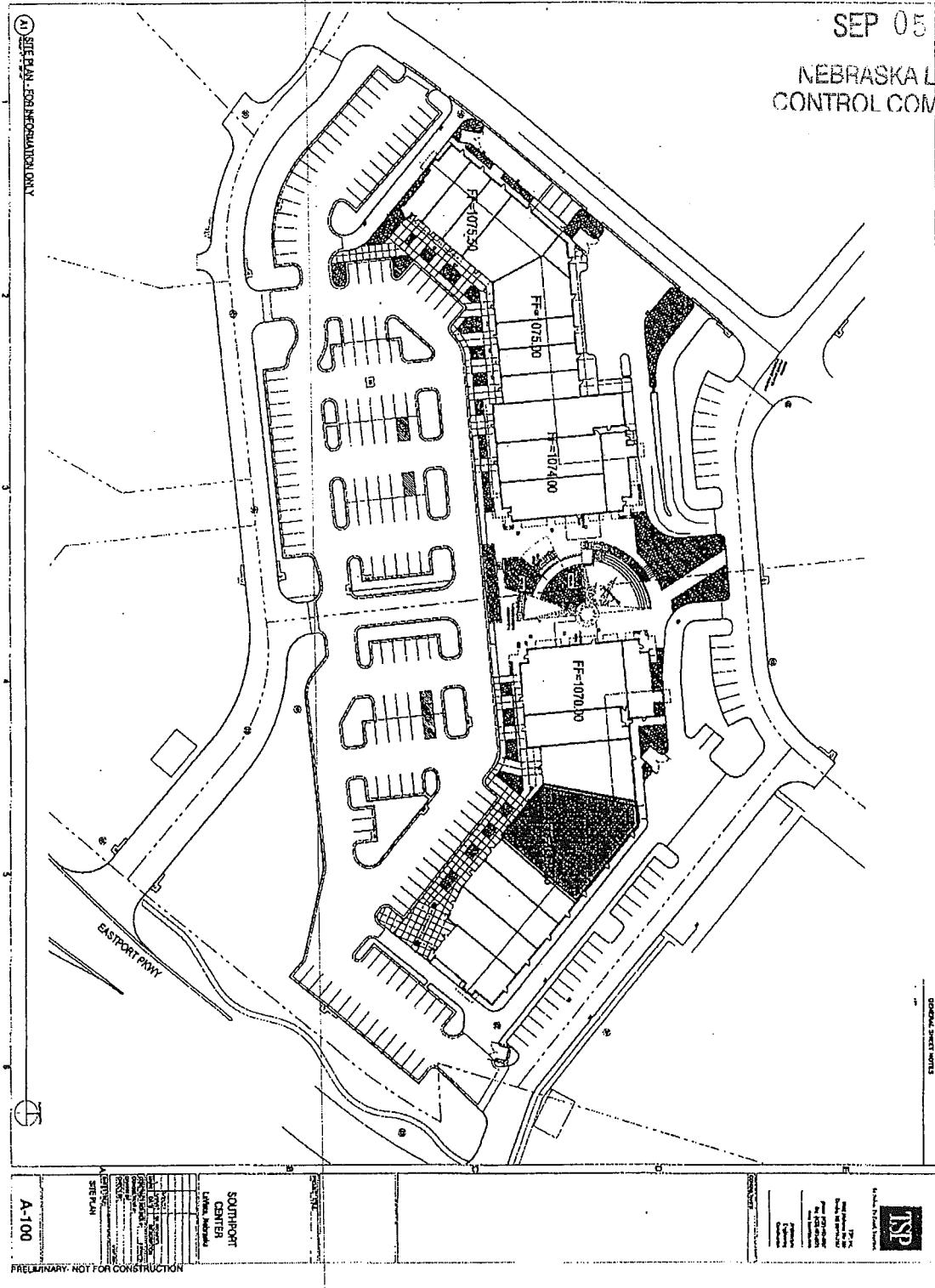
CITY, STATE, ZIP

EXHIBIT "A"
THE PREMISES

RECEIVED

SEP 05 19

NEBRASKA LIQUOR
CONTROL COMMISSION



ADDENDUM TO LEASE

PARTIES:

THIS ADDENDUM TO LEASE, dated as of August 1, 2008, is made and entered into by and between John L. Hoich ("Landlord") and The Pizza Gourmet Company ("Tenant").

RECITALS:

A. On or about December 31, 2007, the parties entered into a written lease agreement (the "Lease") with respect to premises located at 12040 McDermott Plaza, Suite 300-311. La Vista, Nebraska 68128.

B. The parties now desire to amend the Lease as herein provided.

AGREEMENT:

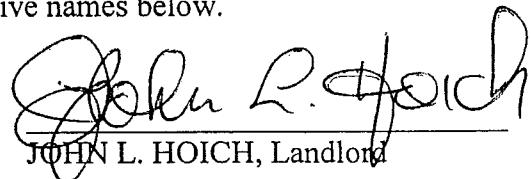
NOW, THEREFORE, in consideration of the recitals and the mutual agreements, provisions and covenants herein contained, the parties hereby agree as follows:

1. Section 35.3 of the Lease provides that Tenant shall have the use of an outside patio area of not less than 1,000 square feet at a location to be approved by Landlord. Landlord hereby approves the location of the outside patio area as set forth on Exhibit "F" attached to this Addendum and by this reference made a part of the Lease.

2. Except as specifically provided herein to the contrary, all other terms and conditions of the lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Addendum to Lease to be executed at the place and on the date set forth opposite their respective names below.

Executed at Omaha, Nebraska,
on August 21, 2008



JOHN L. HOICH, Landlord

Executed at Omaha, Nebraska,
on August 26, 2008

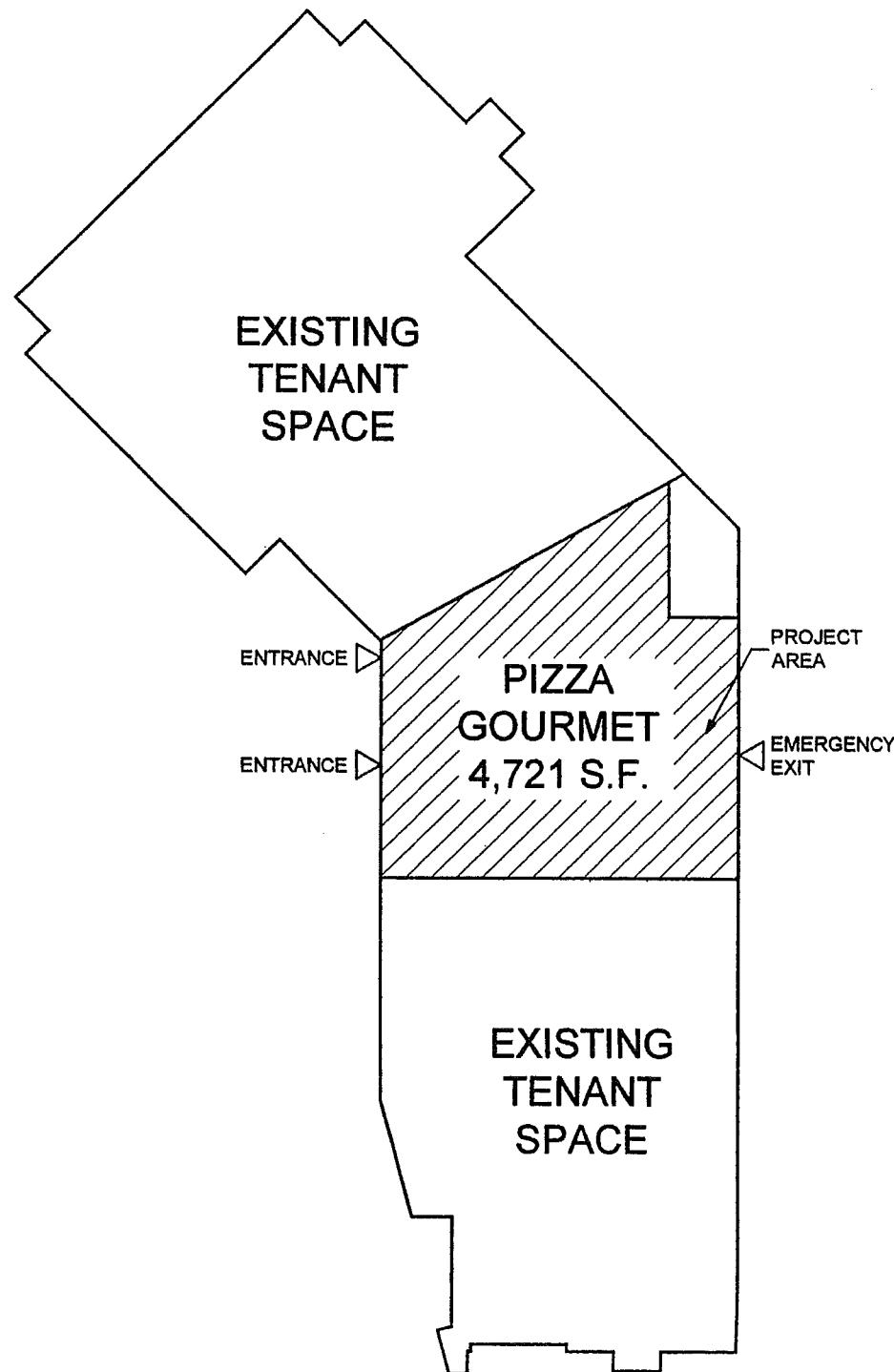
THE PIZZA GOURMET
COMPANY, Tenant

By:



Joseph E. Raya, President

PROJECT LOCATION PLAN



Project Location Plan

SCALE: None

EXHIBIT

"B"

TSP, Inc
9802 Nicholas St., Suite 2
Omaha, NE 68117

EXHIBIT

"A"

Labels

PROPOSED LIMITS
OF PATIO AREA

