

E

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA RECOMMENDING TO THE NEBRASKA LIQUOR CONTROL COMMISSION, APPROVAL OF THE CLASS C LIQUOR LICENSE APPLICATION OF FIELDS INC DBA ISLAND BAR & GRILL, LA VISTA, NEBRASKA.

WHEREAS, Fields Inc dba Island Bar & Grill, 7826M S 123rd Plaza, 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 Fields Inc dba Island Bar & Grill, 7826M S 123rd Plaza.

PASSED AND APPROVED THIS 4TH DAY OF DECEMBER 2007.

CITY OF LA VISTA

Douglas Kindig, Mayor

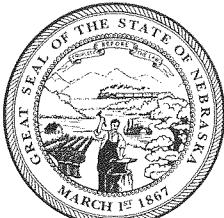
ATTEST:

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-ISLAND BAR AND GRILL
DATE: 12/3/2007
CC:

The police department conducted a check of computerized records on the applicants, William N. Fields, Lylette S. Fields, and Larry E. Fields. William Fields was arrested for DUI in Douglas County on 4-7-98 and convicted. He completed his probation in that case. On his Liquor License application he listed that he was cited for possession of marijuana in 1974 and 1975, as well as a DUI in 1985. Larry Fields listed on the application that he was arrested for DUI and completed a diversion program in 1992. Both William and Larry Fields were cited by Game and Parks for a hunting violation in 1997 and fined \$25. Lylette Fields had no entries.



Dave Heineman
Governor

October 10, 2007

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

STATE OF NEBRASKA

NEBRASKA LIQUOR CONTROL COMMISSION

Robert B. Rupe

Executive Director

301 Centennial Mall South, 5th Floor

P.O. Box 95046

Lincoln, Nebraska 68509-5046

Phone (402) 471-2571

Fax (402) 471-2814

TRS USER 800 833-7352 (TTY)

web address: <http://www.lcc.ne.gov/>

RE: New Application for Class C FOR FIELDS INC DBA ISLAND BAR & GRILL

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

Tami Applebee
Licensing Division

Enclosures

Rhonda R. Flower
Commissioner

Bob Logsdon
Chairman

Pat Thomas
Commissioner

FORM 35-4001

REV. 12/99

RECOMMENDATION OF THE NEBRASKA LIQUOR CONTROL COMMISSION

Date Mailed from Commission Office: **October 10, 2007**

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, Sec. 134 (7) (reissue 1984) 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:

FIELDS INC DBA ISLAND BAR & GRILL
7826M S 123RD PLAZA
LA VISTA NE 68128/ SARPY COUNTY
Application C-79069
45 days = 11/26/2007

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.

(Attach additional page if necessary)

SIGN HERE _____ **DATE** _____
clerks signature

79069

NEW APP C-79069
LEASE : Expires 1/15/2013

X²
Applicant Name Fields, Inc. Telephone # (402) 339-7897

Trade Name Island Bar & Grill Previous Trade Name N/A

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. All applications & attachments must be submitted in triplicate. 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.

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REQUIRED ATTACHMENTS

NEBRASKA LIQUOR
CONTROL COMMISSION

Each item must be checked off and included or marked N/A for not applicable.

1. Fingerprint cards for each person (two cards per person) must be enclosed with a separate 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/LLC License – Form 3 and manager application (with corporate application only). LLC application must include all members.

4. If building is being leased send a copy of the lease. Be sure it is in the individual(s) or corporate name being applied for. Also, the lease must extend through the license year being applied for. If building is owned, send a copy of the deed or purchase agreement in the 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 applicants name.

N/A 6. Enclose a copy of the Temporary Agency Agreement, if applicable. Must be on Commission forms only. Include a copy of the signature card from the bank showing both the sellers and buyers name(s) on account.

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

Per 1047
45 mm



0700018108

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 and Partnership applications enclose proof of citizenship, birth certificates, or naturalization documents for all persons listed on application. Documents must be a certificate from the State, where born, not hospital certificate.

X 10. If a corporation enclose a copy of the articles of incorporation. This document must show receipt (barcode) by the Secretary of States Office.

When you have completed this checklist, the application form(s) and attached a the required documents, in triplicate, submit them to: **Nebraska Liquor Control Commission, 301 Centennial Mall South, PO Box 95046, Lincoln, NE 68509-5046**

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.

Well N. Liedt
Signature

APPLICATION FOR LIQUOR LICENSE

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.nol.org/home/NLCC/

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NEBRASKA LIQUOR
CONTROL COMMISSION

OFFICE USE ONLY

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 an additional fee of \$100.00 and filing form 35-4202

MISCELLANEOUS

			Bond
<input type="checkbox"/>	L	Craft Brewery (Brew Pub)	\$295.00 1,000 min.
<input type="checkbox"/>	O	Boat	\$ 95.00 N/A
<input type="checkbox"/>	V	Manufacturer, Beer, Wine & Distilled Spirits (additional fee of \$100 to \$1,000-call for exact amount)	\$ 45.00 10,000 min.
<input type="checkbox"/>	W	Wholesale Beer	\$545.00 5,000
<input type="checkbox"/>	X	Wholesale Liquor	\$795.00 5,000
<input type="checkbox"/>	Y	Farm Winery	\$295.00 1,000

All Class C licenses expire October 31st

All other licenses expire April 30th

Catering expire same as underlying retail license

TYPE OF APPLICATION BEING APPLIED FOR (CHECK ONE)

Individual License, requires insert form 1
 Partnership License, requires insert form 2
 Corporate License, requires insert form 3a and manager application 3b

NAME OF PERSON OR FIRM ASSISTING WITH APPLICATION

(Commission will call this person with any questions we may have)

Name: David E. Pavel Phone: (402) 895-7779

Firm Name: David E. Pavel Law Office, P.C.

Firm address: 1190 Omaha Tower, 2120 South 72nd Street, Omaha,

Nebraska 68124

PREMISES INFORMATIONTrade Name (doing business as) Island Bar & GrillStreet Address #1 7826 So. 123rd PlazaStreet Address #2 City LaVistaCounty Sarpy *#59*Zip Code 68128*MUST HAVE BEFORE ISSUED*Telephone number at premise to be licensed Under construction; not issuedIs this location inside the city/village corporate limits: YES NO

Mail to Address (where you want receipt of Liquor Control Commission mailings)

Name: Fields, Inc. d/b/a Island Bar & Grill(Street Address #1 7826 So. 123rd PlazaStreet Address #2 City LaVistaCounty SarpyZip Code 68128**DESCRIPTION OF THE PREMISES 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

Entire One Story bldg approx
50' x 52' including beer
garden approx 6' x 27'

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AMERICAN INFORMATION

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NEBRASKA LIQUOR

CONTROL COMMISSION

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 If yes, please explain below or attach a separate page.
 No

Larry E. Fields: DUI-Diversion completed July, 1992.

William N. Fields - Possession of Marijuana, Papillion, NE 1974
Possession of Marijuana, Omaha, NE, 1975
DWI, Omaha, NE, 1985
DWI, Omaha, NE, 1998

Are you buying the business and/or assets of a licensee? If yes, submit a copy of the sales agreement with a listing of assets being acquired including liquor inventory (name brand and container size required). Liquor Inventory may be taken at time of application being submitted.

Yes
 No
Current business name and license number _____

Are you filing a temporary agency agreement, Commission form 4231, whereby current licensee allows you to operate on their license. If yes, attach agreement.
Please note: This agreement is not effective until Commissions assigns you a 3-digit ID number.

Yes
 No

Are you borrowing any money from any source to establish and/or operate the business? If yes, list the lender.

Yes _____
 No _____

15

Will any person or entity other than applicant be entitled to a share of the profits of this business? If yes, explain. All involved members must be disclosed on application.

Yes William N. Fields, Larry E. Fields, Lylette S. Fields,
 No each 1/3 shareholders

16

Will any of the furniture, fixtures and equipment to be used in this business be owned by others? If yes, list such items and the owner.

Yes _____

No _____

17

Will any person(s) other than named in this application have any direct or indirect ownership or control of the business? If yes, explain? (No silent partners)

Yes _____

No _____

18

Are the premises to be licensed within 150 ft of a church, school, hospital, home for the aged or indigent persons or for veterans, their wives, children, or within 300 ft of a college or university campus? If yes, list the name of such institution and where it is located in relation to the premises. Neb. Rev. Stat. 53-177.

Yes _____

No _____

19

Is anyone listed on this application a law enforcement officer? If yes, list the person, the law enforcement agency involved and the person's exact duties.

Yes _____

No _____



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 make withdrawals on accounts at the institutions.

Pinnacle Bank

Permit - William Fields, Larry Fields, Lylette Fields

20

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 reasons for termination of any licenses previously held.

William N. Fields, P.J.'s Bar & Grill, Omaha, NE #66233-Sold Bar
William N. Fields, Geneaux's Lounge, Omaha, NE #61506-Current

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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.

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William N. Fields - 40 Hrs/Wk

NEBRASKA LIQUOR
CONTROL COMMISSION

13 List the training or experience (when and where) of the person listed in #12 above in connection with selling and/or serving alcohol products.

William N. Fields

P.J.'s Bar & Grill - 2002-2003

Geneaux's Lounge - 2003 to Present

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 January 15, 2013 plus two 5 year options

Deed to extend term

Purchase Agreement

15. When do you intend to open for business? Approximately December 1, 2007

16. What will be the main nature of business? What are the anticipated hours of operation? Bar & Grill

Hours of Operation: 10:00 a.m. thru 1:00 a.m. Mon-Sat
1:00 a.m. Sunday

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

Applicant Name	From: Year	To: Year	City/State
Larry E. Fields	1977	Present	LaVista, NE
Lylette S. Fields	1977	Present	LaVista, NE
William N. Fields	1978	Present	Omaha, NE

The undersigned applicant(s) hereby consent(s) to a background investigation and release present & future records of every kind and description including police records, tax records (State and Federal), 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 or 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.

FIELDS, INC. d/b/a ISLAND BAR & GRILL

By: William N. Fields _____ (sign here) _____ (sign here)
William N. Fields, President

By: Larry E. Fields _____ (sign here) _____ (sign here)
Larry E. Fields

By: Lylette S. Fields _____ (sign here) _____ (sign here)
Lylette S. Fields

By: William N. Fields _____ (sign here) _____ (sign here)
William N. Fields, Individually

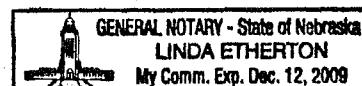
_____ (sign here) _____ (sign here)

Subscribed in my presence and sworn to before me this

3rd day of OCTOBER, 2007

Linda Ethertron

Notary Public Signature & Seal



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

FORM 35-4010
REV. 4/05

**APPLICATION FOR LIQUOR LICENSE
CORPORATION/LLC 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.nol.org/home/NLCC

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NEBRASKA LIQUOR
CONTROL COMMISSION

Name of Corporation or Limited Liability Company that will hold license. Attach copy of Articles of Incorporation. (Document must show [barcode] receipt by Secretary of States Office.

Fields, Inc.

Corporate Street Address: 7826 So. 123rd Plaza

City: LaVista State: NE Zip Code: 68128

Corporate Telephone Number Not issued yet, temporary # (402) 339-7897

Total number of shares issued (if corporation) 300

Is this a Non Profit Corporation? YES NO

If yes, what is your Federal ID #? 87-0810088

Name of Registered Agent David E. Pavel

Name of Proposed Manager William N. Fields
This person must complete form 35-4013

List name of Chief Executive Officer

Last Name: Fields First Name: William MI N.

Address Street 9516 Park Dr., #102 City Omaha

State NE Zip Code 68127 Home Phone number (402) 699-2697

Social Security Number 508-76-3042 Date of Birth 01/29/56

List names of all Officers, Directors, Stockholders, Members and their Spouses

Last Name Fields First Name Larry E.

Social Security Number _____ Date of Birth 12/28/51

Title Vice President Number of Shares 100

Spouse Name (indicate N/A if single) Lylette S. Fields

Spouse Social Security Number _____ Date of Birth 03/29/56

Title Secretary/Treasurer Number of Shares 100

Last Name Fields First Name William N.

Social Security Number _____ Date of Birth 01/29/56

Title President Number of Shares 100

Spouse Name (indicate N/A if single) N/A

Spouse Social Security Number _____ Date of Birth _____

Title _____ Number of Shares _____

Last Name _____ First Name _____

Social Security Number _____ Date of Birth _____

Title _____ Number of Shares _____

Spouse Name (indicate N/A if single) _____

Spouse Social Security Number _____ Date of Birth _____

Title _____ Number of Shares _____

Last Name _____ First Name _____

Social Security Number _____ Date of Birth _____

Title _____ Number of Shares _____

Spouse Name (indicate N/A if single) _____

Spouse Social Security Number _____ Date of Birth _____

Title _____ Number of Shares _____

Last Name _____ First Name _____

Social Security Number _____ Date of Birth _____

Title _____ Number of Shares _____

Spouse Name (indicate N/A if single) _____

Spouse Social Security Number _____ Date of Birth _____

Title _____ Number of Shares _____

Last Name _____ First Name _____

Social Security Number _____ Date of Birth _____

Title _____ Number of Shares _____

Spouse Name (indicate N/A if single) _____

Spouse Social Security Number _____ Date of Birth _____

Title _____ Number of Shares _____

Is this Corporation or Limited Liability Company controlled by another Corporation?

Yes No

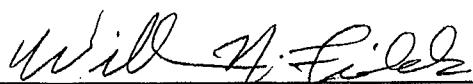
If yes, give name of corporation and supply organizational chart

Indicate tax year with the IRS

Starting Date November 1, 2007 Ending Date December of each year

FIELDS, INC., d/b/a ISLAND BAR & GRILL

By:

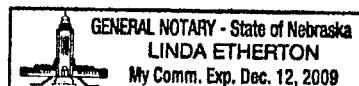


Signature of President/Managing Member

William N. Fields, President



Notary Public Signature & Seal

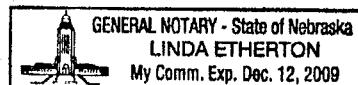


Subscribed in my presence and sworn to before me this

3rd day of OCTOBER, 2007



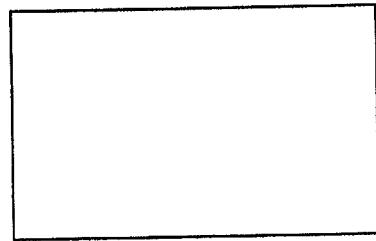
Notary Public Signature & Seal



In compliance with the ADA, this application for license form 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 MANAGER - FORM 3b
*MUST BE A NEBRASKA RESIDENT***

301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.nol.org/home/NLCC/



LIQUOR LICENSE CORPORATION

NAME OF LICENSED CORPORATION Fields, Inc. d/b/a Island Bar & Grill
CLASS & LICENSE NUMBER "C"
TRADE NAME Island Bar & Grill
STREET ADDRESS 7826 So. 123rd Plaza CITY LaVista

Applicant

SIGNATURE OF CORPORATION PRESIDENT/GEO

APPLICANT INFORMATION (MUST BE A NEBRASKA RESIDENT)

NAME William N. Fields
ADDRESS 9516 Park Dr., #102
CITY Omaha STATE NE ZIP CODE 68127

HOME PHONE NUMBER (402) 699-2697 BUSINESS PHONE NUMBER Not issued yet

SEX MALE FEMALE SOCIAL SECURITY NUMBER 508-76-3042

DATE OF BIRTH 01/29/56 PLACE OF BIRTH Garnett, KS

DRIVERS LICENSE NUMBER & STATE

SPOUSE INFORMATION

SPOUSE NAME N/A

SOCIAL SECURITY NUMBER _____ DATE OF BIRTH _____

DRIVERS LICENSE NUMBER & STATE _____

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.

Possession of Marijuana - 1974 & 1975

DWI - 1985 & 1998

Driving violations, parking tickets are not listed since such information is not available without access to applicant's records

2. Have you or your spouse ever made application for any liquor license or manager for any liquor license? IF YES, for what premise give license number and date.

YES NO P.J.'s Bar & Grill #66233 - 2002-2003

Geneaux's Lounge #61506 - 2003 to present

3. Have you or your spouse ever made a compromise settlement for violation of such laws?

YES NO

4. Do you, as a manager, have all the qualifications required by any person entitled to hold a Nebraska Liquor License?

Nebraska Liquor Control Act (§53-131.01)

YES NO

5. Have you filed fingerprint cards and **PROPER FEES** (if check, make out to the NE State Patrol), with this application?

YES NO

REIDINGERS FOR THE PAST 10 YEARS AT THE SAME AND DIFFERENT PLACES			
APPLICANT: CITY & STATE		YEAR FROM	YEAR TO
SPOUSE: CITY & STATE		YEAR FROM	
Omaha, NE		1977	Present
			N/A

EMPLOYERS DURING PAST 10 YEARS			
MONTH/YEAR FROM	NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2003	Present Geneaux's Lounge	William N. Fields	(402) 592-0330
2002	2003 P.J.'s Lounge & Grill	William N. Fields	(402) 396-0128

PERSONAL OATH AND CONSENT OF INVESTIGATION MUST BE SIGNED BY APPLICANT & SPOUSE

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. §§3-131.01) 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, an 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.

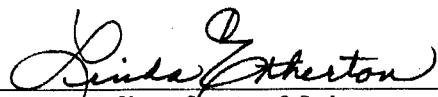


Signature of Applicant
William N. Fields

Signature of Spouse

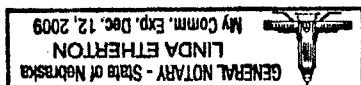
Subscribed in my presence and sworn to before me this 3rd
day of October, 2007

Subscribed in my presence and sworn to before me this _____
day of _____



Notary Signature & Seal

Notary Signature & Seal



RECEIVED

OCT 09 2007

SOUTHPORT SQUARE LEASE

NEBRASKA LIQUOR
CONTROL COMMISSION

THIS LEASE, made the 24th day of SEPTEMBER, 2007, by and between Fantasy's Inc., a Nebraska Corporation (hereinafter called "Landlord"); and Fields, Inc. D/B/A Island Bar & Grill, a Nebraska Corporation, (hereinafter called "Tenant");

WITNESSETH:

1. PREMISES

The Landlord, for and in consideration of the rents, covenants, agreements and stipulations hereinafter mentioned, reserved, and contained, to be paid, kept and performed by the Tenant, has leased and rented, and by these presents does lease and rent, unto the said Tenant, and said Tenant hereby agrees to lease and take upon the terms and conditions which hereinafter appear, the following described property (hereinafter called "Demised Premises"), to wit: approximately 2528 square feet of gross leasable area, Suite No. E & F as per site plan of the Shopping Center (referred to herein as the "Shopping Center") (Exhibit "A") attached to and made a part of this, and described on Exhibit "B" attached hereto, located in Sarpy County, Nebraska. No easement of light or air is included in the Demised Premises. The site plan provided as Exhibit "A" is for illustration purposes and no representation is being made that specific tenants will occupy the Shopping Center. The Shopping Center design and configuration is subject to change from time to time by the Landlord.

2. USE

Tenant shall use and occupy the Demised Premises solely for a BAR & GRILL and for no other purposes, and shall comply with all laws, ordinances, orders, and regulations, including the Rules and Regulations of Landlord, and zoning classification of any lawful authority having jurisdiction over the Demised Premises and the use thereof. The Demised Premises shall not be used for any purpose which violates any exclusive use, right, covenant or clause that has been granted by Landlord, or any successor of Landlord, to any other tenant in the Shopping Center or that violates any restrictive covenant applicable to the Shopping Center. At Tenant's request, Tenant shall be provided with a listing of any such exclusive uses, rights, covenants or clauses. Tenant shall indemnify and hold Landlord harmless from any penalties, fines, costs, expenses, including attorney's fees, or damages resulting from the failure to comply with this paragraph. Tenant shall not do any act or follow any practice relating to the Demised Premises which shall constitute a nuisance or detract in any way from the reputation of the Shopping Center as a first class real estate development. The Tenant will comply with any requirements of an Insurance company, at its own expense or if the Tenant alters its space in anyway which violates a law, regulation, or insurance company requirement, Tenant will at its expense make any changes necessary for compliance including structural alterations. Tenant shall be permitted vending rights for Keno Machines, Gaming Machines, Juke Box Machines, Dart Board Machines, Pool Table Machines and Shuffle Board Machines however Landlord retains all ATM rights. Tenant shall be allowed to utilize sidewalk area directly in front of leased premises to within 2 foot of the parking curb for the purpose of an outside patio. Permitting and expenses related to the construction and maintenance of such area is the responsibility of the Tenant. Landlord shall not lease to any other bar & grill operation within Southport Square.

THIS LEASE IS CONTINGENT UPON TENANT OBTAINING A CLASS "C" LIQUOR LICENSE.

3. TERM

To have and to hold the same for a term beginning on the 15th day of OCTOBER, 2007 ("Date of Possession"), the 15th day of JANUARY, 2008 ("Date of Commencement") and ending, unless sooner terminated as provided herein, on JANUARY 15, 2013. Tenant shall have two (2) five year options to extend the term of this Lease. Possession of the Demised Premises shall be delivered to Tenant upon execution of this Lease and payment of the Security Deposit. In the event possession of the Demised Premises is delivered to Tenant prior to the Date of Commencement to allow Tenant to complete its Tenant Improvements, all terms and conditions of this Lease shall apply to and govern Tenant's occupancy of the Demised Premises from the date that possession is delivered to Tenant ("Date of Possession") except for payment of monthly rental, which shall commence upon the Date of Commencement of the Lease Term. Tenant acknowledges that Tenant shall be responsible for all other amounts to be paid by Tenant hereunder commencing with the Date of Possession by Tenant, including but not limited to Tenant's share of taxes, insurance, common area maintenance and merchant's promotional fund.

Should the Lease contain options for renewal, it shall be the responsibility of the Tenant to provide written notice regarding their exercising of that option one (1) year prior to the expiration of the Lease Term.

3a. TERMS OF POSSESSION

Tenant shall take possession of premise on October 15, 2007 with three (3) months of rate abatement. The security deposit will be due upon signing of Lease. Monthly charges for Common Area Maintenance, Insurance and taxes are due at inception of lease. If Lease begins on a day other than the first of the month, the charge will be prorate.

4. RENTAL

Tenant, for itself, its sublessees, administrators, executors, successors and assigns agrees to pay Landlord a monthly rental as follows:

TERM	MONTHLY BASE RENT
First 3 months	\$0
Months 4 thru 63	\$ 4,213.33

Rent shall be adjusted according to the following schedule:

<u>Lease Years</u>	<u>Percentage Increase (compounded)</u>
6 thru 10	3% annually
11 thru 15	3% annually

Rent shall be payable, without offset, notice or demand, in lawful money of the United States of America, and at such place as Landlord may from time to time designate in writing, in advance on the first day of each month, said monthly installment being a minimum guaranteed rental. Landlord designates that all monthly rental payments shall be made by Tenant via automatic deposit into an account designated by the Landlord.

If Landlord shall direct Tenant to pay fixed minimum rent or additional rent to a "lockbox" or other depository whereby checks issued in payment of fixed minimum rent or additional rent (or both, as the case may be) are initially cashed or deposited by a person or entity other than Landlord (albeit on Landlord's authority), then, for any and all purposes under this Lease: (i) Landlord shall not be deemed to have accepted such payment until ten (10) days after the date on which Landlord shall have actually received funds and (ii) Landlord shall be deemed to have accepted such payment if (and only if) which said ten (10) day period, Landlord shall not have refunded (or attempted to refund) such payment to Tenant. Nothing contained in the immediately preceding sentence shall be construed to place Tenant in default of Tenant's obligation to pay rent if and for so long as Tenant shall timely pay the rent required pursuant to this Lease in the manner designated by Landlord.

If Landlord shall direct Tenant to pay fixed minimum rent by wire transfer, then Tenant shall not be in default of Tenant's obligation to pay fixed minimum rent if and for so long as Tenant shall timely comply with Landlord's wire instructions in connection with such payments. Accordingly, If Tenant shall have timely complied with Landlord's instructions pertaining to a wire transfer, but the funds shall thereafter been misdirected or not accounted for properly by the recipient bank designated by Landlord, then the same shall not relieve Tenant's obligation to make the payment so wired, but shall toll the due date for such payment until the wire funds shall have been located. However, for all other purposes under this Lease: (i) Landlord shall not be deemed to have accepted such payment until ten (10) days after the date on which such funds shall have actually been deposited in Landlord's account at said bank, and (ii) Landlord shall be deemed to have accepted such payment if (and only if) within said (10) day period, Landlord shall not have refunded (or attempted to refund) such payment to Tenant.

In the event that this lease term should commence at any time other than the first day of the month, or terminate on any date other than the last day of the month, then minimum rent shall be prorated for the portion of the month applicable.

Security Deposit Amount \$ 4,273.62

As additional rent, Tenant shall make estimated monthly payments as follows:

Common Area Maintenance (CAM)	\$ 130.24
(CAM share to be 18.5262 % of actual expenses)	0
Taxes	\$ 628.20
Insurance	\$ 172.37
Merchant's Promotional Fund	\$ n/a
TOTAL:	\$ 930.81
(\$ 4.35 Estimated Avg. Per Square Foot)	

Such amounts shall be paid at the same time as the minimum guaranteed rental.

5. [Future Use]

6. BROKERS

Tenant warrants that it has only dealt with Lund Co. to whom Landlord will pay a commission pursuant to a separate agreement. Tenant agrees to indemnify Landlord from any and all loss and expense incurred by Landlord if this representation by Tenant is false or incorrect.

7. TAXES

As additional minimum guaranteed rental due hereunder, Tenant shall pay to Landlord, Tenant's pro rata share of any ad valorem real and personal property taxes for the Shopping Center regardless of the governmental jurisdiction, jurisdictions, authority or authorities levying the same. Tenant's share of such taxes on the Shopping Center shall be a fraction, the numerator of which shall be the

square footage in the Demised Premises, and the denominator of which shall be the total square footage of all buildings in the tax parcel or Shopping Center.

Tenant agrees to make estimated tax payments in the amount stated in paragraph 4 or in an amount otherwise stipulated by Landlord. Landlord may adjust the amount of such estimated payments from time to time to reflect changes in such taxes. At the end of each fiscal year, Tenant shall pay the amount by which Tenant's share of such taxes exceeds the estimated payment. Such amount shall be paid within thirty (30) days receipt of notice of such balance being due. Likewise, Landlord shall refund any payments made in excess of Tenant's pro rata share of taxes as defined herein.

Tenant shall be liable for and shall pay before delinquency all taxes levied or assessed against trade fixtures, equipment, furnishings, merchandise and other personal property of whatsoever kind and to whomsoever belonging situate or installed in or upon the Demised Premises, whether or not affixed to the realty.

If at any time during the term and any extension or renewal of the term hereof any said personal property be assessed as part of the real property of which the Demised Premises are a part or on which the Demised Premises are situate, then and in such event Tenant shall pay to Landlord upon demand the amount of such taxes or assessments as may be levied or assessed against said real property by reason thereof. For the purpose of determining said amount, figures supplied by the County Assessor or other taxing authority as to the amount so assessed shall be conclusive.

8. INSURANCE RATES

As additional minimal guaranteed rental due hereunder, Tenant shall pay to Landlord, Tenant's pro rata share of any Landlord's hazard, casualty or liability insurance premiums for the Shopping Center which fall due during the first full insurance policy premium paying year after the earlier of, Tenant's occupancy or the completion of the improvements to be constructed upon the Demised Premises by Landlord for Tenant's occupancy. Tenant agrees to make estimated insurance payments in the amount stated in paragraph 4. Landlord may adjust the amount of such estimated payments from time to time to reflect changes in the amount of such premiums. At the end of each fiscal year, Tenant shall pay the amount by which Tenant's share of such premiums exceeds the estimated payment. The amount shall be paid within thirty (30) days receipt of notice of such balance being due. Likewise, Landlord shall refund any payments made in excess of Tenant's pro rata share of insurance as defined herein. Tenant's share shall be a fraction, the numerator of which shall be the square footage in the Demised Premises, and the denominator of which shall be the total square footage of all Landlord insured buildings in the Shopping Center.

9. [Future Use]

10. SECURITY DEPOSIT

Concurrently with Tenant's execution of this Lease, Tenant has deposited with Landlord the sum stated in paragraph 4 in addition to the first (1st) month's rent. Said sum shall be held by Landlord as security for the faithful performance by Tenant of all the terms, covenants, and conditions of this Lease to be kept and performed by Tenant during the Term. If Tenant defaults with respect to any provision of this Lease, including, but not limited to, the provisions relating to the payment of rent and/or other charges, Landlord may (but shall not be required to) use, apply, or retain all or any part of this security deposit for the payment of any rent or any other sum in default; or for the payment of any amount which Landlord may spend or become obligated to spend by reason of Tenant's default; or for the compensation of Landlord for any other loss or damage which Landlord may suffer by reason of Tenant's default. If any portion of said deposit is so used or applied, Tenant shall within five (5) days after written demand thereof, deposit cash with Landlord in an amount sufficient to restore the security deposit to its original amount. Landlord shall not be required to keep this security deposit separate from its general funds, and Tenant shall not be entitled to interest on such deposit. If Tenant shall fully and faithfully perform every provision of this Lease to be performed by it, the security deposit or any balance thereof shall be returned to Tenant (or, at Landlord's option, to the last assignee of Tenant's interest hereunder) within thirty (30) days following the earlier of either the day on which the final payment is due under this Lease or expiration of the Term. In the event of termination of Landlord's interest in this Lease, said deposit, or any part thereof not previously applied, may be turned over by Landlord to Landlord's grantee and, if so turned over, Tenant agrees to look solely to such grantee for proper application of the deposit in accordance with the terms of this Section 10, and the return thereof in accordance herewith. The holder of a lien on property which includes the Demised Premises shall never be responsible to Tenant for the return or application of any such deposit, except for deposits received in hand by such holder.

11. LATE PAYMENTS

Since late payment of base rent, adjusted base rent or other sum due under this Lease from Tenant to Landlord will result in administrative expense to Landlord, the extent of which would be extremely difficult and economically impractical to ascertain, Tenant agrees that if base rent, adjusted base rent or any other payment due remains unpaid for more than five (5) days after such amount is due, such payment shall be increased by late charge payable to Landlord equal to ten percent (10%) of the amount of the delinquent payments, including all accrued late charges, then outstanding. Payments returned for insufficient funds will be considered late and require a \$25.00 NSF fee. After two checks are returned, Landlord has the right to require payment in certified funds. The provisions of this paragraph in no way relieve Tenant of the obligations to make all required payments when due, nor do such provisions in any way affect or waive any of Landlord's remedies under this Lease. No payment by Tenant or receipt by Landlord of a lesser amount than any installment or payment of rent due shall be deemed to be other than on account of the amount due, and no endorsement or statement on any check or payment of rent shall be deemed an accord and satisfaction. Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment or payment of rent, or pursue any other remedies available to

Landlord. Landlord can refuse any rent payment that does not come directly from the Tenant, and can return the check from a third party, demanding payment from Tenant.

12. ABANDONMENT OF LEASED PREMISES AND CONTINUOUS OPERATION

Tenant agrees not to abandon or vacate leased Demised Premises during the period of this Lease. To abandon or vacate the premises is considered a default of the Lease. Tenant shall continuously conduct and carry on Tenant's business in the Demised Premises during at least _____ hours per week, provided Tenant shall at all times be open for business from (hours)

(days of week) _____, excluding national bank holidays. Tenant shall maintain within the Demised Premises an adequate stock of merchandise, equipment and trade fixtures, and shall employ and schedule the presence on the Demised Premises of sufficient personnel to service and supply the usual and ordinary demands and requirements of its customers, according to seasonal needs. Landlord's acceptance of this Lease is based on the condition that the Tenant agrees store will remain open. Landlord's damages following a store closing cannot be determined monetarily.

13. UTILITY BILLS

Tenant shall pay water, gas, electricity, fuel, light, heat and power bills for leased Demised Premises, or used by Tenant in connection therewith. If Tenant does not pay the same, Landlord may pay the same and such payment shall be added to the rental of the Demised Premises on a proportionate basis.

14. REPAIRS BY LANDLORD

Landlord agrees to keep in good order the roof, exterior walls (exclusive of all glass, including plate glass, locks, hinges, doors, door hardware, and door frames), water and sewer systems up to the demising walls of the Demised Premises (except blockages caused by Tenant), electrical systems up to the distribution panel, and main supply line for sprinkler systems (if any), but not fixtures pertaining to such systems. Landlord gives to Tenant exclusive control of Demised Premises and shall be under no obligation to inspect said Demised Premises. Tenant shall at once report in writing to Landlord any defective condition known to him which Landlord is required to repair, and failure to so report such defects shall make Tenant responsible to Landlord for any liability incurred by Landlord by reason of such defect.

15. REPAIRS BY TENANT

Tenant accepts or will accept the Demised Premises in their present condition or when completed as per plans and specifications and that Demised Premises are suited for the uses intended by Tenant. Tenant shall, at its own expense, keep and maintain the said Demised Premises and appurtenances and every part thereof, in good order and repair except portions of Demised Premises to be repaired by Landlord under terms of Paragraph 14. Tenant will at all times keep the Demised Premises in compliance with any local, state, or federal rule, regulation or law having to do with the use or occupancy of the Demised Premises. Tenant agrees also to keep all systems within the Demised Premises and fixtures pertaining to heating, air-conditioning, water, sewer, electrical and sprinkler systems (if any) in good order and repair and agrees also that it is liable for any damage to such heating, air conditioning, water, sewer, electrical and sprinkler systems (if any) and any damages from the improper maintenance of these systems. Tenant agrees to keep a maintenance contract on the HVAC system to include at least quarterly filter changes and inspections; and to perform preventative maintenance determined to be necessary from the inspections. Tenant shall retain and if asked provide copies of inspection reports to Landlord. If a maintenance contract and inspection repairs are not performed, Tenant may lose its security deposit and be in default under the Lease. Landlord may at its option implement a HVAC maintenance contract for the Shopping Center with charges being prorated to each Tenant. Furthermore, Landlord may authorize contractor to make repairs up to \$250.00 per occurrence to be charged to the Tenant as additional rent. Any repairs costing over \$250.00 must first be approved by Tenant.

16. PAINTING & REDECORATING

All parts of the interior of the leased Demised Premises shall be painted, at the Tenant's own expense at least once every five (5) years during the term of this Lease.

17. SIGNS & ADVERTISING

Tenant shall not permit, allow or cause to be erected, installed, maintained, painted or displayed on, in or at said premises or any part thereof any exterior sign, lettering, placard, announcement, decorating, advertising media or advertising material of any kind whatsoever visible from the exterior of said Demised Premises, without the prior written approval of Landlord; and Tenant, at its sole cost and expense, at all times thereafter during the term hereof, agrees to promptly repair and at all times maintain in good condition such sign as approved in writing by Landlord. Tenant shall not permit, allow or cause to be used in or at said Demised Premises without Landlord's permission, any advertising media or device such as photograph, radios, public address system, sound production or reproduction devices, mechanical or moving display devices, motion pictures, television devices, excessively bright lights, changing, flashing, flickering or moving lights or lighting devices, or any similar devices, the effect of which shall be visible or audible from the exterior of said Demised Premises. Tenant shall not solicit any business or place any handbills in any of the common areas. Other than approved signs, no other alterations or improvements will be made by Tenant to the exterior of the Demised Premises. Tenant may install and display signage advertisements within the interior storefront windows of the demised premises. All signage and advertisements shall meet all government/city regulations/codes.

Notwithstanding anything to the contrary herein, Tenant agrees to install an internally lighted facade sign within sixty (60) days of execution of this Lease. Said identification signs will be of such size, shape, configuration, material, lighting and colors acceptable to

Landlord and State and local codes. Such approval of Landlord will be in writing, upon submittal by Tenant of a rendering showing location, size, configuration, lighting, color, proposed attachment method, and any other pertinent data necessary. Any damage to building or related structure, upon installation, maintenance, or removal of such sign are Tenant's sole responsibility and will be repaired to Landlord's specifications, at Tenant's sole expense. Upon termination of this Lease, Tenant will remove said sign and repair building facade to a condition acceptable to Landlord, such acceptance not be unreasonably withheld. Tenant is responsible for maintaining its signs in first class condition including prompt replacement of burned out lighting elements. Tenant is required to keep its facade sign and canopy lights lit, if not controlled by Landlord, after dusk during Shopping Center's operating hours or 10:00 p.m., whichever is later. If during any remodeling, repair, or expansion of the Shopping Center (the "Work"), it is necessary for Landlord to remove Tenant's storefront sign (the "Permanent" Sign), or to install scaffolding or other aids for performing the Work that obscures the Permanent Sign in whole or part, then Landlord may do so, provided Landlord complies with the requirements set forth below:

- a. Permanent Sign. Removal of the Permanent Sign shall be subject to the following conditions:
 - (i) Landlord shall, at its sole cost and expense, remove the Permanent Sign in a careful manner so as not to damage it, and store it in an appropriate facility;
 - (ii) As soon as the Work has progressed to the point that the Permanent Sign can be reinstalled, Landlord, at Landlord's sole cost and expense, shall reinstall the Permanent Sign at its former location; and
 - (iii) Landlord, at Landlord's sole cost and expense, shall promptly repair any damage to the Permanent Sign which occurs during the removal, storage, or reinstallation thereof; and
- b. Temporary Sign. If the Permanent Sign is removed or blocked by scaffolding or other Work aids for a period in excess of thirty (30) days, then Landlord, at Landlord's sole cost and expense, shall provide a temporary sign to advertise Tenant's business. Such temporary sign shall be as similar as reasonably possible in both size and style to the Permanent Sign, and shall be installed by Landlord in a location as near as reasonably possible to the location from which the Permanent Sign was removed or blocked, consistent with the goal of achieving maximum visibility for such temporary sign.

18. RUBBISH REMOVAL

The Tenant shall keep the Demised Premises clean, both inside and outside, at its own expense, and will remove all refuse from said Demised Premises. The Tenant shall not burn any materials or rubbish of any description upon said Demised Premises. The Tenant also agrees to keep the parking area and sidewalk adjoining said store free from Tenant's rubbish, dirt, garbage, and other refuse. Tenant agrees to keep all accumulated rubbish in covered containers and to have same removed regularly. In the event the Tenant fails to keep the Demised Premises and other portions heretofore described in the proper condition, the Landlord may cause the same to be done from the Tenant and the Tenant hereby agrees to pay the expense thereof on demand as additional rent.

19. COMMON AREAS

All common areas and other common facilities (hereinafter collectively called "Common Areas") made available by the Landlord in or about the Shopping Center shall be subject to the exclusive control and management of Landlord, expressly serving unto Landlord, without limitation, the right to erect and install within the parking areas or other common areas, retail carts, kiosk, planters, pools, sculpture, or otherwise. "Common Areas" shall mean all areas, space, facilities, equipment, sidewalks, parking areas, driveways, landscaped areas, pedestrian walkways, signs and special services from time to time made available by Landlord for the common and joint use and benefit of Landlord, the stores in and/or adjoining the Shopping Center, Tenant, and other tenants of the Shopping Center, and their respective employees, customers, and other invitees. Landlord hereby expressly reserves the right, from time to time to change the area, level, location and arrangement of the parking areas and other facilities forming a part of said Common Areas; to restrict parking by tenants of the Shopping Center and their employees, agent, subtenants, concessionaires and licensees; to close temporarily all or any portion of the Common Areas for the purpose of making repairs or changes thereto, and to discourage non-customer parking; and to establish, modify and enforce reasonable rules and regulations with respect to the Common Areas and the use to be made thereof. Landlord shall operate, manage, equip, light and maintain the Common Areas in such manner as Landlord, in its sole discretion, may from time to time determine, and Landlord shall have the sole right to employ and discharge all personnel with respect thereto. Tenant is hereby given a license (in common with all other to whom Landlord has or may hereafter grant rights) to use, during the term of this Lease, the Common Areas of the Shopping Center; provided, however, that if the size, location or arrangement of such Common Areas of the Shopping Center, or the type of facilities at any time forming a part thereof, be changed or diminished, Landlord shall not be subject to any liability therefor, nor shall Tenants be entitled to any compensation or diminution or abatement of rent therefor, nor shall such change or diminution of such areas be deemed a constructive or actual conviction.

Landlord shall not be responsible for any merchandise, cash, or any other valuables left in Common Areas at any time (either before, during, or after hours of operation).

20. MAINTENANCE OF COMMON AREAS

Landlord will keep the Common Areas of the Shopping Center in good repair. The Common Area Maintenance ("CAM") will include without limitation the following: removing all ice and snow, mud and sand and refuse and sweeping the area to the extent reasonably necessary to keep the area in a clean and orderly condition; placing, keeping in repair and replacing any necessary appropriate directional or pylon signs, markers, and lines; and maintaining, trimming, watering, mowing, weeding all landscaped areas and making such replacements of shrubs and other landscaping as is necessary; private patrol or watch service, lighting, lawn sprinkler

systems, domestic water (if not individually metered) and garbage disposal if provided by Landlord. As additional minimum guaranteed rental, Tenant shall pay to Landlord each month during the term of this Lease its pro rata share of the cost of said maintenance and any property management costs plus an administrative fee of 15% of the total cost thereof. Tenant's initial monthly estimated CAM payments shall be in the amount stated in paragraph 4 hereof. Thereafter, Landlord may adjust the amount of such estimated payments to reflect changes in CAM costs. Tenant's pro rata share shall be determined by dividing the total square footage of the Demised Premises by the total square footage of the buildings in the Shopping Center. At the end of each fiscal year, Landlord shall determine its actual CAM costs. Tenant shall pay any balance due within thirty (30) days after receipt of notice of such balance due and Landlord shall credit any excess payments to future CAM costs, or at the end of the Lease Term, by payment to Tenant. Upon request, Landlord shall furnish Tenant a detailed accounting for such costs.

21. INDEMNITY AND RELEASE

(a) Tenant shall indemnify Landlord and save it harmless from suits, actions, damages, liability and expense in connection with loss of life, bodily or personal injury or property damage arising from or out of any occurrence in, upon or at or from the Demised Premises (except that caused by Landlord's gross negligence or failure to perform hereunder) or the occupancy or use by Tenant of said Demised Premises or any part thereof, occasioned wholly or in part by any act or omission of Tenant, its agents, contractors, employees, servants, invitees, licenses or concessionaires, including the sidewalks and common areas and facilities within the Shopping Center development; and (b) Tenant shall store its property in and shall occupy the Demised Premises, and all other portions of the Shopping Center at its own risk, and releases Landlord, to the full extent permitted by law, from all claims of every kind resulting in loss of life, personal or bodily injury or property damage, (except that caused by Landlord's gross negligence) (c) Landlord shall not be responsible or liable at any time for any loss, including but not limited to, burglary and theft loss or damage to the Demised Premises, or any part thereof, or to Tenant's merchandise, equipment, fixtures or other personal property of Tenant or to Tenant's business (except that caused by Landlord's gross negligence); and (d) Landlord shall not be responsible or liable to Tenant or to those claiming by, through or under Tenant from any loss or damage to either the person or property of Tenant that may be occasioned by or through the acts or omissions of persons occupying adjacent, connecting or adjoining Demised Premises; and (e) Landlord shall not be responsible or liable for any patent defect in any building in the Shopping Center or any of the equipment, machinery, utilities, appliances or apparatus therein, nor shall it be responsible or liable for any injury, loss or damage equipment, machinery, utilities, appliances or apparatus therein, nor shall it be responsible or liable for any injury, loss or damage to any person or to any property of Tenant or other person caused by or resulting from bursting, breakage or by or from leakage, steam or snow or ice, running, backing up, seepage, or the overflow of water or sewage in any part of said Demised Premises or for any injury (except that caused by Landlord's gross negligence) or damage caused by or resulting from acts of God or the elements, or for any injury or damage caused by resulting from any defect or negligence in the occupancy, construction, operation or use of any of said Demised Premises, building, machinery, apparatus or equipment by any person or by or from the acts or negligence of any occupant of the Demised Premises (except that caused by Landlord's gross negligence); (f) Tenant shall give prompt notice to Landlord in case of fire or accidents in the Demised Premises or in the building of which the Demised Premises are a part or of defects therein or in any fixtures or equipment; (g) In case Landlord shall without fault on its part be made a party to any litigation commenced by or against Tenant, then Tenant shall protect and hold Landlord harmless and shall pay all costs, expenses and reasonable attorney's fees; (h) Tenant shall also pay all costs, expenses and reasonable attorney's fees that may be incurred or paid by Landlord in enforcing the terms of this Lease.

Any language to the contrary notwithstanding, Landlord hereby releases Tenant, any assignee and sublessee of Tenant, and Tenant hereby releases Landlord, from and against any and all claims, demands, liabilities or obligations whatsoever for damage to the property or loss of rents or profits of either Landlord or Tenant resulting from or in any way connected with any fire, accident or other casualty, whether or not such fire, accident or other casualty shall have been caused by the negligence or contributory negligence of Landlord, Tenant, any assignee and sublessee or Landlord and Tenant or by any agent, associate or employee of either of them, to the extent of the insurance recovery and to the extent that such damage or loss either is insured under any insurance contract which at the time of such damage or loss permits waiver of subrogation rights prior to a loss thereunder.

21 a. PERSONAL GUARANTEE

Rent and other payments due from the Tenant to the Landlord are assured by the Personal Guarantee that appears as Exhibit G.

22. LIABILITY INSURANCE

Tenant shall procure and pay the premium for liability insurance in the amounts of One Million Dollars and 00/100 (\$1,000,000.00) with respect to injuries to any one person, One Million Dollars and 00/100 (\$1,000,000.00) with respect to any one accident, and One Hundred Thousand Dollars (\$100,000.00) with respect to property damage to protect Tenant and Landlord against liability for such injury to persons and such damage upon or about the Demised Premises. Such insurance shall be obtained from an insurance company licensed to do business in the state where the Shopping Center is located, and shall have at least one of the following ratings by A.M. Best Co. or a combination of Best's Rating and Best's Financial Size Category: A-, XII; A+, IX; A++, VII. Tenant agrees that such policy shall name Landlord as an additional insured with a certificate to Landlord providing evidence of such coverage. Such policy shall also contain a provision providing that it may not be canceled except upon not less than ten (10) days written notice to Landlord and Tenant. Tenant must send to Landlord by certified mail immediate information regarding any material change in the coverage.

23. TERM SEVERABLE

The provisions of this are hereby declared to be severable. If any paragraphs, sentences, clauses, or phrases be held void for any reason, the remainder of this shall continue to be in full force and effect.

24. DESTRUCTION

If the Demised Premises shall be partially damaged by any casualty insurable under the Landlord's insurance policy, Landlord shall, upon receipt of the insurance proceeds, repair the same and the minimum rent shall be abated proportionately as to the portion of the Demised Premises rendered untenantable. If the Demised Premises (a) by reason of such occurrence is rendered wholly untenantable; or (b) should be damaged as a result of a risk which is not fully covered by Landlord's insurance; or (c) if any mortgagee or other person entitled to the proceeds of insurance does not consent to the payment to Landlord of such proceeds for such purpose, or (d) should be damaged in whole or in part during the last three (3) years of the term or of any renewal term hereof, or (e) the building of which it is a part, whether the Demised Premises is damaged or not or all of the buildings which then comprise the Shopping Center should be damaged to the extent of Fifty (50%) Percent or more of the then monetary value thereof, or (f) if any or all of the buildings or common areas of the Shopping Center are damaged, whether or not the Demised Premises are damaged to such an extent that the Shopping Center cannot in the sole judgment of the Landlord be operated as an integral unit, then or in any of such events, Landlord may either elect to repair the damage or may cancel this Lease by notice of cancellation within One Hundred Eighty (180) days after such event and thereupon this Lease shall expire, and Tenant shall vacate and surrender the Demised Premises to Landlord. Tenant's liability for rent upon termination of this Lease shall cease as of the day following the event or damage. In the event Landlord elects to repair the damage insurable under Landlord's policies, any abatement of rent shall end five (5) days after notice by Landlord to Tenant that the Demised Premises have been repaired. Nothing in this paragraph shall be construed to abate percentage rent, but the computation of such rent shall be based upon the revised minimum rent as the same may be abated. If the damage is caused by the negligence of Tenant or its employees, agents, invitees, concessionaires there shall be no abatement of rent. Unless this Lease is terminated by Landlord, Tenant shall repair and refixture the interior of the Demised Premises in a manner and to at least a condition equal to that existing prior to its destruction or casualty and the proceeds of all insurance carried by Tenant on its property and improvements shall be held in trust by Tenant for the purpose of said repair and replacement. In no event shall Landlord be required to repair to a condition different from that originally delivered to Tenant.

If all or any part of the Shopping Center is destroyed or damaged as set out in this paragraph, the architect designated by Landlord shall determine the extend of the destruction or damage and provide Landlord with a certificate attesting to the condition of the Demised Premises. The certificate of the architect shall bind the parties as to: (a) the percentage of the rentable area of the Shopping Center or the percentage of the area of the common facilities of the parking facilities damaged or destroyed; (b) whether or not any individual retail leasable premises has been wholly or substantially destroyed or will be unfit for business for a period of 180 days or more after the occurrence of the damage or destruction; and (c) the date the Demised Premises are repaired for Tenant use.

25. CONDEMNATION

(a) Total: If the whole of the Demised Premises shall be acquired or taken by eminent domain for any public or quasi-public use or purpose then this and the term herein shall cease and terminate as of the date of title vesting in such proceeding, (b) Partial: If any part of the Demised Premises shall be taken as aforesaid, and such partial taking shall render that portion not so taken unsuitable for the business of Tenant, then this and the term herein shall cease and terminate as aforesaid. If such partial taking is not extensive enough to render the Demised Premises unsuitable for the business of Tenant, then this Lease shall continue in effect except that the minimum rent shall be reduced in the same proportion that the floor area of the Demised Premises (including basement if any) taken bears to the original floor area demised and Landlord shall, upon receipt of their award in condemnation, make all necessary repairs or alterations to the building in which the Demised Premises are located so as to constitute the portion of the building not taken a complete architectural unit, but such work shall not exceed the scope of the work to be done by Landlord in originally constructing said building, nor shall Landlord in any event be required to spend for such work an amount in excess of the amount received by Landlord as damages for the part of the Demised Premises so taken. "Amount received by Landlord" shall mean that part of the award in condemnation which is free and clear to Landlord of any collection by mortgagees or for the value of the diminished fee. (c) If more than twenty (20%) percent of the floor area of the building, in which the Demised Premises are located shall be taken as aforesaid, Landlord may, by written notice to Tenant, terminate this Lease, such termination to be effective as aforesaid, (d) If this Lease is terminated as provided in this paragraph, the rent shall be paid up to the day that possession is so taken by public authority and Landlord shall make an equitable refund of any rent paid by Tenant in advance. (e) Award: Tenant shall not be entitled to and expressly waives all claim to any condemnation award for any taking, whether whole or partial, and whether for diminution in value of the leasehold or to the fee although, Tenant shall have the right to the extent that the same shall not reduce Landlord's award to claim from the condemnor, but not from the Landlord, such compensation as may be recoverable by Tenant in its own right for the unamortized value of immovable fixtures on a straight-line basis and the reasonable cost of moving stock, furniture and fixtures to another location within 10 miles of the Demised Premises.

26. ASSIGNMENT AND SUBLetting

Tenant shall not assign, sublet, mortgage, pledge or encumber this Lease, the Demised Premises, or any interest in the whole or in any portion thereof without the prior written consent of Landlord, which consent shall not be unreasonably withheld. In determining whether to grant consent to the Tenant's sublet or assignment request, the Landlord may consider any reasonable factor. Landlord and Tenant agree that any one of the following factors, or any other reasonable factor, will be reasonable grounds for deciding the Tenant's request: (a) financial strength of the proposed subtenant/assignee must be at least equal to that of the existing Tenant; (b) business reputation of the proposed subtenant/assignee must be in accordance with generally acceptable commercial standards; (c) use of the Demised Premises by the proposed subtenant/assignee must be identical to the use permitted by this Lease; (d) percentage rent of the proposed subtenant/assignee, or the prospect of percentage rents, must be at least equal to that of the existing Tenant; (f) use of the Demised Premises will not violate any other agreements affecting the Demised Premises, the Landlord or other tenants. Consent to one assignment or sublease shall not constitute a waiver of this provision with respect to subsequent transactions. Landlord shall have no duty or obligation to consent to any assignment or sublease of the Demised Premises unless such assignment or sublease provides that the assignee or subtenant shall be liable to Landlord for all obligations of Tenant under this Lease. Tenant shall pay to Landlord as additional rent an amount equal to reasonable legal and other expenses incurred by Landlord in connection with any request by Tenant for consent to assignment and subletting. If Tenant subleases Demised Premises for an amount greater than the rental due on the

original Lease then Landlord and Tenant will equally share the increased rental. Neither this Lease nor the leasehold interest described herein shall be assignable or transferable by reason of bankruptcy, receivership or by operations of any applicable state law. The transfer of the majority of the voting stock of the Tenant, if Tenant is a corporation, the transfer of a majority of the partnership interests of the Tenant, if the Tenant is a partnership, and any transfer by operation of law will be deemed "assignments" requiring Landlord's consent. Any subletting or assignment by Tenant without the written consent of the Landlord will constitute an event of default, and Landlord reserves the right to terminate this Lease by written notice to the Tenant and will constitute an event of default, and Landlord reserves the right to terminate this Lease by written notice to the Tenant and to pursue any remedies available to Landlord under this Lease or in law or equity. The joint and several liability of Tenant named herein and any immediate and remote successor in interest of Tenant (by assignment or otherwise), and the due performance of the obligations of this Lease on Tenant's part to be performed or observed, shall not in any way be discharged, released or impaired by any (a) agreement which modifies any of the rights or obligations of the parties under this Lease, (b) stipulation which extends the time within which an obligation under this Lease is to be performed, (c) waiver of the performance of an obligation required under this Lease, or (d) failure to enforce any of the obligations set forth in this Lease; provided, however, that (i) in the case of any modification increases or enlarges the obligations of Tenant or reduces the rights of Tenant, then Tenant named herein and each respective assignor or transferor shall not be liable under or bound by such increase, enlargement or reduction, and (ii) in the case of any waiver by Landlord of a specific obligation of an assignee or transferee of Tenant, such waiver shall also be deemed a waiver of such obligation with respect to the immediate and remote assignors or transferors of such assignee or transferee.

27. PROPERTY OF TENANT

Tenant may, if not in default, at the expiration or earlier termination of this Lease remove, at Tenant's expense, all furniture, equipment, trade fixtures, and other personal property which Tenant shall have placed in the Demised Premises, provided that Tenant shall repair any damage to the Demised Premises caused by such removal. All such property shall during the term hereof, be at the risk of Tenant only, and Landlord shall not be liable for any loss of or damage to such property resulting from any cause. Each policy of insurance maintained by Tenant covering such property shall contain a standard waiver of subrogation endorsement. Any such property not removed at the expiration or earlier termination of this Lease shall be deemed abandoned and may be disposed of by Landlord in any manner, and Tenant shall be liable to Landlord for the cost of such removal and disposal. Tenant shall keep the Demised Premises free from hazardous and/or toxic substances, wastes, materials, pollutants or contaminants ("Hazardous Substances"), including without limitation, asbestos and raw materials which include hazardous constituents and any other substances or materials which are included under or regulated by any local, state or federal law, rule or regulation pertaining to environmental regulation, contamination or cleanup under ("Environment Laws"). In the event Tenant intends to use Hazardous Substances in the operation of its business, Tenant must obtain prior written consent of Landlord to do so, and deposit with Landlord an amount reasonably sufficient to dispose of such Hazardous Substances at the expiration or earlier termination of this Lease should Tenant fail to do so. Tenant grants to Landlord and its agents and employees access to the Demised Premises to do all things Landlord shall deem necessary to bring the Demised Premises in conformance with Environmental Laws. Upon the expiration or earlier termination of this Lease, Tenant will remove all Hazardous Substances from the Demised Premises, in accordance with the provisions of Environmental Laws. Tenant agrees to indemnify Landlord and hold Landlord harmless from and against any and all expenses, damages and costs, including without limitation attorney's fees and consequential damages, incurred by Landlord as a result of any Hazardous Substances on the Demised Premises and/or failure of Tenant to comply with Environmental Laws, even if such expenses, damages and costs are incurred by Landlord after the expiration or earlier termination of this Lease, and such indemnity shall survive the termination or expiration of this Lease. This indemnity is specifically binding upon any guarantor of Tenant's obligations under this Lease.

28. CANCELLATION OF LEASE BY LANDLORD

It is mutually agreed that in the event the Tenant shall default in the payment of rent herein reserved, when due, and fails to cure default within five (5) days after written notice thereof from Landlord; or if Tenant shall be in default in performing any of the terms or provisions of this other than the provision requiring the payment of rent, and fails to cure such default within thirty (30) days after the date of receipt of written notice of default from Landlord; or if Tenant is adjudicated bankrupt; or if a permanent receiver is appointed for Tenant's property and such receiver is not removed within sixty (60) days after written notice from Landlord to Tenant to obtain such removal; or if, whether voluntarily or involuntarily, Tenant takes advantage of any debtor relief proceedings under present or future law, whereby the rent or any part thereof is, or is proposed to be, reduced or payment thereof deferred; or if Tenant makes an assignment for benefit of creditors; or if Tenant's effects should be levied upon or attached under process against Tenant, not satisfied or dissolved within thirty (30) days after written notice from Landlord to Tenant to obtain satisfaction thereof; then, and in any of said events, Landlord at his option may terminate this Lease by written notice to Tenant; whereupon this Lease shall end, or may, without terminating this Lease, re-enter the Demised Premises and take possession thereof. After an authorized assignment or subletting of the entire Demised Premises covered by this Lease, the occurring of any of the foregoing defaults or events shall affect this Lease only if caused by, or happening to, the assignee or sublessee. Any notice provided in this paragraph may be given by Landlord, or his attorney, or Agent herein named. Upon such termination by Landlord, or retaking possession without termination, Tenant will at once surrender possession of the Demised Premises to Landlord and remove all of the Tenant's effects therefrom; and Landlord may forthwith re-enter the Demised Premises and repossess himself thereof, and remove all persons and effects therefrom, using such force as maybe necessary without being guilty of trespass, forcible entry or detainer or other tort.

The service of a notice to quit or vacate the Demised Premises, demand for possession, notice that the tenancy hereby created will be terminated on any date, institution or an action of forcible detainer or ejectment or entering of a judgment for possession of the Demised Premises (as distinguished from termination of this Lease pursuant to an express notice from Landlord) shall not relieve Tenant from Tenant's obligation to pay the rent hereunder during the balance of the term or any extension thereof, except as herein expressly provided. Institution by Landlord or Landlord's agents or attorneys of a forcible detainer or ejectment action to re-enter the Demised Premises shall not be construed to be an election by Landlord to terminate this Lease. Landlord may collect and receive any rent due from Tenant and the payment thereof shall not constitute a waiver of or affect any notice or demand given, suit instituted or judgment

obtained by Landlord, or be held to waive, affect, change, modify or alter the rights or remedies which Landlord may have in equity or at law or by virtue of this Lease at the time of such payment.

29. BANKRUPTCY AND TENANT ASSURANCES

(1) Event of Bankruptcy - An "Event of Bankruptcy" means the filing of a voluntary petition by Tenant, or the entry of an order for relief against Tenant, under Chapter 7, 11, or 13 of the Bankruptcy Code (or the conversion to a Chapter 11 or 13 proceeding of a proceeding that is filed by or against Tenant under any other chapter of the Bankruptcy Code).

(2) Assumption of Lease - If an Event of Bankruptcy occurs, the trustee of Tenant's bankruptcy estate or Tenant as debtor-in-possession may assume the Lease, and may subsequently assign it, only if it does the following within sixty (60) days after the date of the filing of the voluntary petition, the entry of the order for relief or the date of conversion (or such additional time as a court of competent jurisdiction may grant, for cause, upon a motion made within the original sixty (60) day period):

- (a) file a motion to assume the Lease with the appropriate court;
- (b) satisfy all of the following conditions, which Landlord and Tenant acknowledge to be commercially reasonable:
 - (i) cure all defaults under the Lease or provide Landlord with adequate Assurance (see Paragraph 29(3)) that:
 - (A) it will cure all monetary defaults under the Lease within ten (10) days from the date of the assumption; and
 - (B) it will cure all non-monetary defaults under the Lease within thirty (30) days from the date of assumption;
 - (c) compensate Landlord and any other person or entity, or provide Landlord with Adequate Assurance (see Paragraph 29(3)) that within 10 days after the date of assumption, it will compensate Landlord and such other person or entity, for any pecuniary loss that Landlord and such other person or entity incurred as a result of the default of Tenant, the trustees, or the debtor-in-possession.
 - (d) provide Landlord with Adequate Assurance of Future Performance (see Paragraph 29(3) of all of Tenant's obligations under the Lease).
 - (e) deliver to Landlord a written statement that the conditions in Paragraph 29(2) have been satisfied.
- (3) Adequate Assurance; Adequate Assurance of Future Performance
 - (a) Adequate Assurance - For purposes only of Paragraph 29(2), and in addition to any other requirements under the Bankruptcy Code, any future federal bankruptcy law and applicable case law, "Adequate Assurance" means at least:
 - (i) entering an order segregating sufficient cash to pay Landlord and any other person or entity under Paragraph 29(2), and
 - (ii) granting to Landlord a valid first lien and security interest (in form acceptable to Landlord) in Tenant's property or its bankruptcy estate, which lien and security interest secures the trustee's or debtor-in-possession's obligation to cure the monetary and non-monetary defaults under the Lease within the periods set forth in Paragraph 29(2);
 - (b) Adequate Assurance of Future Performance - For purposes only of Paragraph 29(2), and in addition to any other requirements under the Bankruptcy Code, any future federal bankruptcy law and applicable case law. Adequate Assurance of Future Performance means at least:
 - (i) the trustee or debtor-in-possession depositing with Landlord, as security for the timely payment of rent and other monetary obligations, an amount equal to the sum of two (2) months minimum annual rent and 1/6 of Tenant's annual obligation under the Lease for the immediately preceding twelve (12) months for CAM costs, real estate tax payments, promotional fund and similar charges;
 - (ii) the trustee or the debtor-in-possession agreeing to pay in advance, on each day that the minimum annual rent is payable, 1/12 of Tenant's annual obligation under the Lease for the immediately preceding twelve (12) months for CAM costs, real estate tax payments, promotional fund and similar charges;

- (iii) the trustee or debtor-in-possession providing adequate assurance of the source of the rent and other consideration due under this Lease;
- (iv) the trustee or debtor-in-possession providing adequate assurance of the source of the rent due under the Lease will not decline substantially; and
- (v) Tenant's bankruptcy estate and the trustee or debtor-in-possession providing adequate assurance that the bankruptcy estate (and any successor after the conclusion of the Tenant's bankruptcy proceedings) will continue to have sufficient unencumbered assets after the payment of all secured obligations and administrative expenses to assure Landlord that the bankruptcy estate (and any successor after the conclusion of the Tenant's bankruptcy proceedings) will have sufficient funds to fulfill Tenant's obligations under the Lease and keep the Demised Premises stocked with merchandise and properly staffed with sufficient employees to conduct a fully-operational, actively promoted business on the Demised Premises; and

(4) Assignment of Lease

- (a) General - if the trustee or the debtor-in-possession assumes the Lease under Paragraph 29(2) and applicable bankruptcy law, it may assign its interest in this Lease only if the proposed assignee first provides Landlord with Adequate Assurance of Future Performance [see Paragraph 29(4)(b)] of all of Tenant's obligations under the Lease and if Landlord determines, the exercise of its reasonable business judgment, that the assignment of the Lease will not:
 - (i) breach any other lease, mortgage, financing agreement, or other agreement relating to the Shopping Center by which Landlord is bound (and Landlord is not required to obtain consents or waivers from any third party required under any lease, mortgage, financing agreement, or other agreement by which Landlord is bound); or
 - (ii) disrupt the tenant mix of the Shopping Center or any other attempt by Landlord to provide a specific variety of retail stores in the Shopping Center that, in Landlord's reasonable business judgment, would be most beneficial to all of the tenants of the Shopping Center and would enhance the image, reputation, and profitability of the Shopping Center.
- (b) Adequate Assurance of Future Performance - For purposes only of Paragraph 29(4)(a), and in addition to any other requirements under the Bankruptcy Code, any future federal bankruptcy law and applicable case law, "Adequate Assurance of Future Performance" means at least the satisfaction of the following conditions, which Landlord and Tenant acknowledge to be commercially reasonable:
 - (i) the proposed assignee submitting a current financial statement, audited by a certified public accountant, that shows a net worth and working capital in amounts determined in the reasonable business judgment of Landlord to be sufficient to assure future by the assignee of Tenant's obligation under the Lease;
 - (ii) if requested by Landlord in the exercise of its reasonable business judgment, the proposed assignee obtaining a guarantee (in form and substance satisfactory to Landlord) from one or more persons who satisfy Landlord's standards of credit worthiness; and
 - (iii) the proposed assignee submitting written evidence, satisfactory to Landlord in the exercise of its reasonable business judgment, of substantial retailing experience in shopping centers of comparable size to the Shopping Center and in the sale of merchandise and services permitted under the Lease.

30. RELETTING BY LANDLORD

Landlord reserves other remedies at law or in equity, including, but not limited to, the right to dispossess Tenant (in the event of any of the above defaults) by entering and taking possession of the Demised Premises. In the event of dispossession, Tenant, its successors and assigns shall no longer have the right to use and occupy the Demised Premises, but Tenant shall continue to be liable for the rental provided for. In such event, Landlord shall have the right to re-let the Demised Premises as agent for Tenant (for this specific purpose) to such parties as Landlord deems suitable for the best rental Landlord can obtain by reasonable effort and Landlord may hold Tenant liable for any loss or damage whether suffered in re-renting, or by reasons of the property's remaining vacant, or for any damage done to the Demised Premises, and for any expense of reletting or remodeling in order to re-lease the Demised Premises. No Tenant shall have trade dress rights regarding the interior or exterior of the premise. Landlord reserves the right to use premise "as is".

31. ENTRY FOR CARDING, ETC.

Landlord may card Demised Premises "For Sale" at any time and "For Rent" ninety (90) days before the termination of this Lease. Landlord may enter the Demised Premises at reasonable hours to exhibit same to prospective purchasers or tenants and to make repairs required of Landlord under the terms hereof, or to make repairs to Landlord's adjoining property, if any.

32. EFFECT OF TERMINATION OF LEASE

No termination of this Lease prior to the normal ending thereof, by lapse of time or otherwise, shall affect Landlord's right to collect rent for the period prior to termination thereof.

33. ESTOPPEL CERTIFICATE

Within ten (10) days after written request by Landlord or any mortgage or trustee under a mortgagee or deed of trust covering the Demised Premises, Tenant shall deliver in recordable form a statement to any mortgagee, trustee or other transferee, or to Landlord, certifying any facts that are then true with respect to this Lease, including without limitation that this Lease is in full force and effect, that Tenant is in possession, that Tenant has commenced the payment of rent, and that Tenant claims no defense or setoff to the due and full performance of its obligations under this Lease.

34. SUBORDINATION AND ATTORNMENT

Tenant agrees that this Lease shall be subject and subordinate to any mortgages, deeds or trust or any ground lease now or hereafter placed upon the Demised Premises and to all modifications thereto, and to all present and future advances made with respect to any such mortgage or deed of trust. Tenant agrees to attorn to the mortgage, trustee, beneficiary under any such mortgage or deed of trust, and to the purchaser at a sale pursuant to the foreclosure thereof, and to the Landlord in the event of a termination of any such ground lease. This provision shall be self-operative without any further instrument necessary to effect such subordination and attornment. Tenant will, however, upon request by Landlord, execute and deliver to Landlord or to any other person designated by Landlord, any instrument or instruments required to give effect to the provisions of this paragraph. In default of Tenant's so doing, Landlord shall be and is authorized and empowered to execute such instrument in the name of and as the act and as the act and deed of Tenant, its authority being declared to be coupled with an interest and to be irrevocable.

35. NO ESTATE IN LAND

This contract shall create the relationship of landlord and tenant between Landlord and Tenant; no estate shall pass out of Landlord; Tenant has only a usufruct, not subject to levy and sale, and not assignable by Tenant except as provided in Paragraph 26 hereof.

36. HOLDING OVER

If the Tenant withdraws from the Landlord possession of the Demised Premises at the termination of this Lease, and after a twenty-four (24) hours written notice to vacate the Demised Premises has been given by the Landlord, the damages for which the Tenant shall be liable for such detention shall be and are liquidated at a sum equal to double the rate of rentals stipulated herein, the same to be due for the entire period of such holding over or detention; or, if the Tenant remains in the Demised Premises after the termination of this Lease, Landlord may elect, without notice to the Tenant, to constitute such withholding of the Demised Premises as a hold over under this Lease and such tenancy shall be considered a tenancy at sufferance and in no event shall it be considered a tenancy from month to month or from year to year, and the rental rates shall be double the amount of the rent as set out herein, if the parties cannot agree otherwise.

37. RELOCATION OF TENANT

Landlord shall have the right, at its option, to relocate Tenant from the Demised Premises to other space in the Shopping Center, substantially similar in size to the Demised Premises. Such relocation shall be at Landlord's cost and expense and shall include all of Tenant's costs to relocate and all actual losses incurred by Tenant while its business is closed due to relocation, except to the extent that same are reimbursed to Tenant by way of Business Interruption Insurance. In the event Landlord relocates Tenant to an area of the Shopping Center where the fair market value of the rental is greater or less than the fair market value of the Demised Premises, Tenant's minimum rent shall be adjusted upward or downward as the case may be to reflect the fair market value for the new space.

38. ATTORNEY'S FEES AND HOMESTEAD

In the event the Tenant fails to keep the Demised Premises and surrounding areas in the proper condition as provided in Paragraphs 15, 16, 18 and 44 herein, the Landlord may cause the same to be done for the Tenant and Tenant hereby agrees to pay the expense thereof on demand as additional rent. Tenant waives all homestead rights and exemptions which he may have under any law as against any obligations owing under this Lease, Tenant hereby assigns to Landlord his homestead and exemption. If Tenant shall at any time be in default hereunder, and if Landlord shall deem it necessary to engage attorney's to enforce Landlord's rights hereunder, the determination of such necessity to be in the sole discretion of Landlord, Tenant will reimburse Landlord for the reasonable expenses incurred thereby, including but not limited to court costs and reasonable attorney's fees, all being rental obligations of Tenant.

39. RIGHTS CUMULATIVE

All Rights, powers and privileges conferred hereunder upon parties hereto shall be cumulative but not restrictive to those given by law.

40. NOTICES

All notices provided for in this Lease shall be in writing and shall be deemed to be given when sent by registered or certified mail, return receipt requested, addressed (a) to the same address where rent is received; (b) to Tenant at its last known address and the Demised Premises; and (c) to the holder or holders of any mortgage or deed of trust covering the Demised Premises at such address as such holder or holders may have given notice. Either party, or any such holder, may from time to time, by notice, designate a different address to which notices to it shall be sent.

Tenant's notice address shall be:

Fields, Inc. c/o Bill Fields
7826 - 7226 S. 123rd Plaza, Suite F
La Vista, NE 68128

Phone Number: 402.699.2697

Landlord's notice address shall be:

Fantasy's Inc.
8930 S. 137th Circle, Suite 2
Omaha, NE 68138

Phone Number: (402) 891-9455

41. WAIVER OF RIGHTS

No failure of Landlord to exercise any power given Landlord hereunder, or to insist upon strict compliance by Tenant with its obligation hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the term hereof.

The receipt by Landlord of rent from any assignee, under Tenant or occupant of the Demised Premises shall not be deemed to be a waiver of the covenants of this Lease against assignment and subletting or an acceptance of the assignee, sublessee or occupancy as Tenant or a release of Tenant from the further observance or performance by Tenant of the covenants in this Lease.

42. TIME OF ESSENCE

Time is of essence of this agreement.

43. USE OF SHOPPING CENTER NAME

Tenant shall not, except to designate the Tenant's business address (and then only in a conventional manner and without emphasis or display) use the Shopping Center name, or any simulation or abbreviation of such name for any purpose. The Landlord reserves the right to change the name of the Shopping Center at any time. The Tenant will discontinue using such name and any simulation or abbreviation thereof with (30) days after the Landlord shall notify the Tenant that the Shopping Center is no longer known by such name.

44. CONDITION OF PREMISES

Tenant accepts Demised Premises in such condition and repair as they are in at the commencement of the term of the Lease, which acceptance shall be conclusive evidence of the good and satisfactory condition of the Demised Premises at such time. Upon expiration or earlier termination of this Lease, Tenant shall surrender the Demised Premises in good condition and repair, ordinary wear and tear accepted. All equipment and lighting should be in good working order, and the premises free of debris and broom swept or vacuumed.

45. IMPROVEMENTS

All improvements, alterations, and additions to the Demised Premises as set forth on Exhibit "C" shall be made at Tenant's expense, in good workman-like manner and in accordance with plans and specifications which have been previously approved in writing by Landlord. Landlord agrees to reimburse Tenant for the cost of such improvements up to a maximum of \$ 45,000. Upon completion of Tenant's work, Tenant shall present to Landlord paid invoices for such work, together with signed mechanics' lien waivers from all contractors and material suppliers furnishing labor or materials for such work, and such other documents as Landlord may reasonably request, and upon receipt of such satisfactory documentation, Landlord shall pay Tenant for the cost of the work, up to the maximum of \$45,000. Any cost in excess of the maximum amount shall be paid by Tenant. If the improvements, alterations, or additions are to be made by a contractor other than one previously approved by Landlord in writing, Landlord reserves the right (1) to approve such contractor, which approval shall not be unreasonably withheld, and (2) to require adequate lien waiver, bonds, permits, licenses, insurance and the like. All improvements and additions made by, for, or at the direction of Tenant and attached to the Demised Premises, including without limitation, all walls, ceilings, partitions, carpets, floor and wall coverings, lighting fixtures, doors, hardware, shelves, cabinets, ceilings, and other fixture excluding Tenant's trade fixtures and other personal property, shall when made become at the option of the Landlord the property of Landlord and shall remain in the Demised Premises and shall be surrendered to Landlord at the expiration earlier termination

of this Lease. Landlord has made no representations as to the condition of the Demised Premises or Building in which the Demised Premises are located, or any agreement to remodel, repair or decorate the Demised Premises.

Notwithstanding any provision of this Lease relating to improvements, additions, alterations, repairs, and/or reconstruction of or to the Demised Premises, Landlord and Tenant hereby agree and confirm that (a) Landlord has not consented and will not consent to the furnishing of any labor or materials to the Demised Premises that would or may result in any construction lien attaching to Landlord's interest in the Demised Premises, (b) Tenant is not the agent of Landlord for the purposes of any such improvements, additions, alterations, repairs and/or reconstruction, and (c) except as expressly provided herein, Landlord has retained no control over the manner in which any such improvements, additions, alterations, repairs and/or reconstruction are or is accomplished, and has made no agreement to make or be responsible for any payment to or for the benefit of any person furnishing labor and/or materials to or for the account of Tenant shall be entitled to claim any lien against the interest of Landlord in the Demised Premises and such person(s) shall look solely to Tenant and the leasehold interest of Tenant under this Lease for satisfaction of any such claim.

Tenant is specifically warned that any alterations that include penetrating, fastening to, or placement on the roof may void the roof warranty and Tenant will be held liable. Any penetrations, fastenings, or placements on the roof must be (1) approved in advance in writing by Landlord, (2) performed by contractor, approved by roof manufacturer, and (3) documented by contractor and acknowledged by manufacturer to Landlord that repairs were properly made.

46. DEFINITIONS

"Landlord" as used in this shall include first party, its heirs, representatives, assigns and successors in title to Demised Premises. "Tenant" shall include second party, its heirs and representatives and, if this shall be validly assigned or sublet, shall include also Tenant's assignees or sublessees, as to Demised Premises covered by such assignment or sublease. "Agent" shall include third party, its successors, assigns, heirs, and representatives. "Landlord," "Tenant" and "Agent" include male and female, singular and plural, corporation, partnership or individual, as may fit the particular parties.

47. REASONABLE REGULATION

Tenant shall not permit allow or cause any act or deed to be performed or any practice to be adopted or followed in or about said Demised Premises which shall cause or be likely to cause injury or damage to any person or to said Demised Premises or the building or to the sidewalks and pavement adjoining the Demised Premises. Tenant shall not permit, allow or cause any noxious, disturbing or offensive odors, fumes or gases or any smoke, dust, steam or vapors, or any loud disturbing noise, sound or vibration to originate in or to be emitted from said Demised Premises. Tenant at all times shall keep said Demised Premises in a neat and orderly condition and shall keep the entry ways, sidewalks and delivery areas adjoining the Demised Premises clean and free from Tenant's rubbish and dirt. Tenant shall not use or permit the use of any portion of said Demised Premises as sleeping or living quarters or as lodging rooms, or keep or harbor therein any live animals, fish, or birds or use the same for illegal purpose. Tenant shall not permit, allow or cause the sinks, toilets or urinals in the Demised Premises or building to be used for any purpose except that for which they were designed and installed, and the expense of repairing any breakage or damage or removal of any stoppage resulting from a contrary use shall be paid by Tenant. Tenant shall maintain the show windows in a clean, neat and orderly condition and the glass thereof clean, and shall store all trash, rubbish and garbage within said Demised Premises. Tenant shall keep the Demised Premises clean and free of rodents, bugs and vermin and at the request of Landlord participate and cooperate in executing any program of extermination that Landlord may direct and Tenant shall bear the cost thereof. Tenant agrees to abide by the Rules and Regulations attached hereto as Exhibit "D" as the same may be amended by Landlord from time to time, and such other rules and regulations that may be implemented from time to time so long as they are uniformly applied and reasonable in nature. The Landlord reserves the right to impose reasonable restrictions as to loading.

48. CONDUCT OF TENANT'S BUSINESS

Tenant agrees during the term of this Lease that Tenant will:

- a. To use the entire Store for the use specified and to conduct Tenant's business in a reputable manner;
- b. To adequately staff and stock its Store to handle the business;
- c. To maintain displays in the display windows, if any;
- d. To place and maintain signs on the Store only in conformity with Exhibit G hereto and to keep the display windows and signs, if any, well lighted during such hours that the center is lighted by Landlord;
- e. To maintain the Store and property and signs therein, and the windows and doors, in a neat, clean, sanitary and safe condition;
- f. To store in the Store only merchandise Tenant intends to sell;
- g. To comply with all licenses or permits which may be required by Tenant for business conducted in the Store;
- h. To use for offices only such space as is reasonably required for the conduct of Tenant's business in the Store;

- i. To use the Insignia or other identifying mark of the Shopping Center designated by Landlord in Tenant's advertising, whether printed or visual, and to make reference to the name of the Shopping Center in each instance of audio advertising.
- j. Not to place any weight upon the floors which shall exceed seventy-five (75) pounds per square inch of floor space covered;
- k. Not to change the trade or advertising name of the business operated in the Store without Landlord's prior written consent;
- l. Not to conduct any auction, distress, fire or bankruptcy sale (whether real or fictitious) or any fictitious going-out-business sale.

49. RADIUS RESTRICTION

Tenant covenants and agrees that it will not engage, directly or indirectly, nor through a subsidiary or affiliated corporation, not through partnerships or other commercial entities, in the same or in any business similar to that to be conducted in the Store within a radius of two (2) miles from the extreme limits of Landlord's premises during the term of this Lease and all renewals and extensions. The restrictions of this section shall not apply to any such business of Tenant open and doing business within the radius as of the dated of the execution of this Lease.

In the event of any violation of the restriction, then Landlord, at its option, shall be entitled to an injunction restraining such violation in addition to other legal or equitable damages or remedies available and Landlord shall also have the right to require that the Gross Sales (as defined in this Lease) of any such store or business within three restricted radius shall be included in the Gross Sales made from the Store and from such other store or business, and Tenant shall make all records of such competing store or business available to Landlord for inspection and/or copying for the purpose of properly determining Percentage Rental.

50. (Future Use)

51. PROVISIONS BINDING, ETC.

Except as otherwise expressly provided, all provisions herein shall be binding upon and shall inure to benefit of the parties, their legal representatives, successors and assigns. Each provision to be performed by Tenant shall be construed to be both a covenant and a condition, and if there shall be more than one Tenant, they shall all be bound, jointly and severally, by these provisions. In the event of any sale of the land, building or this Lease of the Shopping Center, Landlord shall be entirely relieved of all obligations hereunder.

52. ENTIRE AGREEMENT, ETC.

This Lease and the Exhibits, Riders and/or Addenda if any attached, set forth the entire agreement between the parties. Any prior conversations or writings are merged herein and extinguished. No subsequent amendment to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by both parties. If any provision contained in an exhibit, rider or addenda is inconsistent with the printed provision of this Lease, the provision contained in said exhibit, rider or addenda shall supersede said printed provision. It is herewith agreed that this Lease contains no restrictive covenants or exclusive in favor of Tenant. Should the Tenant at any time during the term of this Lease claim rights under a restrictive covenant or exclusive, whether implied or otherwise, the Tenant herewith specifically waives any such claim with respect to department stores or regional or national chains. In addition to other merchants with whom leases had been signed prior to the date of the signing of this Lease by both the Tenant and Landlord. The captions, numbers and index appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe or describe the scope or intent of any paragraph, nor in any way affect this lease. The laws of the state in which the Demised Premises are located shall govern the validity, performance and enforcement of this Lease.

53. FORCE MAJEURE

This Lease and the obligation of Tenant to pay rent hereunder and perform all of the other covenants and agreements hereunder on part of Tenant shall in nowise be affected, impaired or excused because Landlord is unable to supply or is delayed in supplying any service expressly or impliedly to be supplied or is unable to make, or is delayed in making any repairs, additions, alterations, or decorations or is unable to supply or is delayed in supplying any equipment or fixtures if Landlord is prevented or delayed from so doing by including but not limited to acts of God or by reason of strikes, civil unrest, or governmental preemption in connection with a National Emergency declared by the President of the United States or in connection with any rule, order, or regulation of any department or subdivision thereof of any governmental agency or by reason of the conditions of supply and demand which have been or are affected by war.

54. FINANCIAL STATEMENTS

Prior to execution of this Lease, Tenant has furnished to Landlord a financial statement stating Tenant's net worth. Tenant will furnish an updated financial statement upon Landlord's request during the term of this Lease. Landlord may not make this request more than once in any one calendar year. Landlord has relied on the financial statement and representations made by Tenant on its application in this Lease. Any material misrepresentation or omission of this information shall be considered a default hereunder and grounds for Landlord terminating this Lease.

55. WAIVER OF LIABILITY

Anything in this Lease to the contrary notwithstanding, Landlord shall have no personal liability arising from this Lease and Tenant agrees that it shall look solely to estate and property of the Landlord in the land and buildings comprising the Shopping Center of which the Demised Premises are a part, and subject to prior rights of any mortgagee of the Demised Premises, for the collection of any judgment (or other judicial process) requiring the payment of money by Landlord in the event of any default or breech by Landlord with respect to any of the terms, covenants and conditions of this Lease to be observed and/or performed by Landlord, and no other assets of the Landlord shall be subject to levy, execution or other procedures for the satisfaction of Tenant's remedies.

56. GOVERNMENTAL LEVIES

Tenant agrees to pay (A) any tax levied by any governmental authority against: (1) the rents paid to Landlord hereunder, (2) the gross receipts paid to Landlord hereunder (including, if applicable, real estate ad valorem taxes, insurance premiums, common area maintenance payment and percentage rental, but not limited to these items) or (B) any "commercial lease tax" as it may be defined or similar tax, the intention herein being that the Tenant shall be responsible for the payment of this tax on or before the date it is due and payable.

57. GOVERNMENTAL REQUIREMENTS

Tenant agrees, at its own expenses, to promptly comply with all requirements of any legally constituted public or governmental authority made necessary during Tenant's occupancy and use of said Demised Premises.

58. SECURITY INTEREST

As security for the performance of Tenant's obligations hereunder, Tenant (Debtor herein) grants unto Landlord, its successors and assigns, a lien on all of the inventory, goods, fixtures and equipment (and any replacements thereof) used in the operation of Tenant's (Debtor's) business on the Demised Premises. Landlord shall have all the rights of a secured party under the applicable Uniform Commercial Code adopted in the state where the Demised Premises are located, in addition to all other rights granted to Landlord by law. Tenant shall execute all Financing Statements, Continuation Statements and other documents required by Landlord to perfect and continue perfection of its security interest at lease execution. In default of Tenant's so doing, Landlord shall be and is authorized and empowered to execute such instrument in the name of and as the act and deed of Tenant, this authority being declared to be complied with an interest and to be irrevocable.

59. DELIVERY OF LEASE

Because the Demised Premises are on the open market and are presently being shown, this Lease shall be treated as an offer with the Demised Premises being subject to prior lease and such offer subject to withdrawal or non-acceptance by Landlord or to other use of the Demised Premises without notice, and this lease shall not be valid or binding unless and until accepted by Landlord in writing and a fully executed copy delivered to both parties hereto.

In so far as the attached stipulations conflict with any of the provisions set forth below, the attached shall control:

60. RECORDING

Tenant shall not record this Lease or Memorandum of Lease without prior written consent of Landlord.

61. EXHIBITS

The following exhibits are included as a part of this Lease:

- Exhibit A Site Plan
- Exhibit B Legal Description
- Exhibit C Improvements
- Exhibit D Rules and Regulations
- Exhibit F Signage Criteria
- Exhibit G Personal Guarantee
- Exhibit H Receipt Acknowledgement for Southport East Subdivision Agreement and Covenants

62. CONFIDENTIALITY

Tenant acknowledges that the terms and provision of this Lease, including, but not limited to, amounts and forms of rent and other consideration, were negotiated and agreed to by or on behalf of Landlord and Tenant without reference to comparability with the terms and conditions of leases for other of the tenantable space at the Shopping Center. Tenant agrees that it will not, without the prior written consent of Landlord, reveal the terms and conditions of this Lease, including, but not limited to, amounts and forms of rent, any other part thereof, to anyone other than financial and legal advisors who themselves agree to keep such information confidential, including, but not limited to, other existing and prospective tenants of the Shopping Center.

IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seals.

LANDLORD:

Fantasy Inn

BY:

John Spank

ITS:

President

TENANT:

Bill Fields

BY:

BILL FIELDS

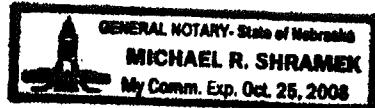
ITS:

MANAGING MEMBER

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss

The foregoing instrument was acknowledged before me this 13 day of December, 2007, by John Spurrier
the President of Protegy Inc., a Nebraska Corporation, on behalf of such entity
Michael R. Shramek
Notary Public

Commission expires: Oct 25, 2008



STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss

The foregoing instrument was acknowledged before me this 24 day of September, 2007, by Bill Fields
the Managing Member of Fields, Inc., a Nebraska Corporation, on behalf of such entity
Jane H. Loach
Notary Public

Commission expires: 2/14/2010

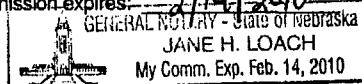


EXHIBIT B
LEGAL DESCRIPTION

**Southport Square
7826 S. 123rd Plaza, Suite E & F
La Vista, NE 68128**

Exhibit C

TENANT IMPROVEMENTS

Landlord shall deliver the premises to Tenant in AS IS where is condition. Tenant shall be solely responsible for all buildout and improvements to the premises. Tenant shall not be permitted to commence construction of the premises until Landlord has provided Tenant with written consent and authorization, which shall not be unreasonably withheld, to proceed with said construction. Tenant shall submit it's final drawings of it's plans for construction to the premises to Landlord for Landlord's written approval prior to the Date of Possession. Landlord shall provide Tenant with it's written consent or rejection to Tenant's request no later than 10 days from date of Landlord's receipt of said plans.

Landlord shall provide a contribution to the Tenant's work in the amount of \$ 45,000.

EXHIBIT D

RULES AND REGULATIONS

1. The sidewalk, entrances, passages, courts, vestibules, corridors and halls shall not be obstructed or encumbered by any Tenant or used for any purposes other than ingress and egress to and from the respective stores.
2. No awnings or other projections shall be attached to the outside walls of the building without the prior consent of Landlord. No curtains, blinds, shades or screens shall be attached to or hung in, or used in connection with, any windows or doors of the respective stores, without written consent of Landlord.
3. No sign, signal, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by any Tenant on any part of the outside of the respective stores without the prior written consent of Landlord. In the event of the violation of the foregoing by any Tenant, Landlord may remove same without any liability and may charge any expense in such removal to the Tenants violating this rule.
4. The sashes, sash doors, skylights, windows, and doors that reflect or admit light and air into the halls, passageways or other public places in the buildings shall not be covered or obstructed by any Tenant, nor shall any bottles, parcels or other articles be placed on the windowsills.
5. No showcases, sales tables, merchandise displays, signs or other articles shall be put in front of or affixed to any part of the exterior of the building, nor placed in the halls, common passageways, corridors or vestibules without the prior written consent of Landlord.
6. The water and wash closets and other plumbing fixtures shall not be used for any purpose other than those for which they were constructed and no sweepings, rubbish, rags or other substances shall be thrown therein. All damages resulting from any misuse or the fixtures shall be borne by the Tenant who, or whose employees, agents, visitors, or licensees, shall have caused the same.
7. No Tenant shall cause or permit any unusual or objectionable odors to be produced upon or released from the respective stores.
8. No space in the Shopping Center shall be used for the sale of merchandise, goods or property of any kind at auction.
9. No Tenant shall make, or permit to be made, any unseemly or disturbing noises or disturb or interfere with occupants of the Shopping Center or those having business therein, whether by the use of any musical instruments, amplified sound, unmusical noise, whistling, or singing, or in any other way. No Tenant shall throw anything out of the doors, windows, or skylights down the passageways.
10. No Tenant, nor any of Tenant's servants, employees, agents, visitors, or licensees, shall at any time bring or keep in the respective stores any flammable, combustible or explosive fluid, chemical or substance.
11. All boxes must be broken down flat before being placed in special cardboard bins (or dumpsters). All plastic bags, wrapping paper, loose materials, etc., must be secured in boxes or tied in bags prior to emptying into dumpster.
12. The respective stores shall not be used for lodging or sleeping or for any immoral or illegal purposes.
13. The requirements of each Tenant will be attended to only upon application at the office of Landlord. Landlord's employees shall not perform any work or do anything outside of their regular duties, unless under special instructions from the office of Landlord.
14. Canvassing, soliciting and distribution of handbills other than in the respective stores is prohibited and each Tenant shall cooperate to prevent the same.
15. There shall not be used in any space, or in the public halls or the building, either by any Tenant or by jobbers or others in the delivery or receipt of merchandise, any hand trucks, except those equipped with rubber tires.
16. Each Tenant must, upon the termination of this tenancy, restore to Landlord all keys to stores, offices, and toilet rooms either furnished to, or otherwise procured by Tenant, and in the event safes, closets or other lockable permanent fixtures are installed in the respective store, give all keys or combinations thereto to Landlord at the termination of the Lease.
17. Each Tenant must, upon termination of its tenancy, restore floors, walls, and ceilings to repaired condition, leaving no holes or damage caused by Tenant use and/or removal of Tenant fixtures.

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EXHIBIT F

TENANT SIGNAGE CRITERIA

NEBRASKA LIQUOR
CONTROL COMMISSION

1. GENERAL

All Tenant signage (with the exception of signs located wholly within demising partitions of stores) including anything on the outside of storefronts or the inside of windows and on the outside of loading doors, shall be governed by this Lease Exhibit F.

Signage governed hereby must have design approved in writing by Landlord prior to fabrication and installation.

Written Application for permanent store identity sign approval shall be submitted in triplicate and shall include at least the following, all of which are subject to Landlord's approval:

A drawing of the sign detailing the following:

Size and style of the following:

- i) sign structure support;
- ii) lettering; and
- iii) logo, artwork, graphics, etc.

Materials and colors.

All dimensions.

Illumination details and specifications (including electrical load requirements).

Plan and elevation sketches illustrating the exact locations proposed for the sign.

Within two (2) weeks of receipt of Tenant's complete sign application, Landlord shall approve or deny said application.

Approval will not be unreasonably withheld from applications submitted in compliance with this Lease Exhibit F.

Approval may be conditioned upon changes required from the plan as submitted.

Landlord reserves the right of purely subjective judgment on aesthetic matters.

All Tenant signage shall be illuminated, and both the installation and maintenance shall be at the Tenant's sole responsibility and expense.

Switches to sign illumination shall be photoelectric or timers, set to illuminate each day at dusk. Illumination of signs must be switched on during all hours of operations after dusk.

Landlord's responsibility relative to Tenant's signs is limited to approval solely for Landlord's purposes, and Tenant bears the full and final responsibility, financial and otherwise, for the following, relative to Tenant's signs:

Meeting all applicable regulatory, approval, code, and permit requirements. etc.

Proper installation, operation, maintenance, and repair of Tenant's sign(s).

Holding Landlord harmless against damage to Landlord's building, and against any other property damage or personal injury that might be occasioned by the installation, operation or removal of Tenant's sign(s).

Failure to Maintain: In the event Tenant is notified of disrepair or improper illumination of its signs as approved by Landlord, Tenant shall correct such disrepair within ten (10) days of written notice from Landlord. Should Tenant fail to correct such disrepair within the aforesaid time period, Landlord will correct such disrepair at Tenant's expense based upon Landlord's actual cost plus twenty percent (20%).

All criteria are subject to compliance with city ordinance and approval.

II. PERMANENT STORE IDENTITY SIGNS

Bulkhead Signs:

Tenant's bulkhead signs shall be store identity signs only, and shall be mounted directly on a raceway to the vertical fascia overhanging the storefront with no other background material, and;

No higher than one foot (1') below the top of the vertical fascia.

No closer than three feet (3') to an extension of Tenant's side lease line.

Bulkhead signs shall be 3-dimensional, cut or cast letters, reversed channel or plexiglass self-illuminated face with metal sides. Exceptional use of predominately decorative sculpture, coat of arms, shields or logos, may be permitted if approved by landlord. All lamps, conductors, transformers, and other equipment shall be completely concealed either within the letters or behind the fascial overhang.

The thickness of Tenant's "cut-out" type illuminated letters shall be limited to a maximum of six inches (6").

Tenant's bulkhead signs shall be limited to letters conforming to the following height criteria;

Up to 25' storefront: 3' Max.; 2'3" Min.

Over 25' storefront: 4' Max.; 3'0" Min.

In addition, size of signs shall be limited in length to a maximum of seventy percent (70%) of the length of the wall upon which the sign is located and which is within an extension of the demising partitions of the store.

Rear Signs: Directly on the back of the west-facing wall of those tenants with a west rear or side wall, with no other background material mounted on raceway:

The top of each sign to be immediately below the rain gutter.

No part of any sign to be closer than three feet (3') to point of intersection of Tenant's west-facing wall with a demising partition.

III. SPECIFICALLY NOT PERMITTED

Without limiting the generality of the foregoing, the following will specifically not be permitted on the exterior of the building or outside the storefront:

Any flat, painted permanent sign.

Any flashing action, moving action, or audible action sign parts.

Permanent signs not mounted to the fascia or overhang in front of the store.

Listing of products, unless part of name or logotype.

Neon signs (except as mounted inside of tenant's windows).

Back-lighted, box-type signs.

IV. EXCEPTIONS

Landlord, at Landlord's sole discretion, may grant temporary and/or permanent exceptions to these sign criteria when in landlord's sole discretion, such exception will be consistent with the intent hereof.

Where appropriate and feasible, exceptions will be considered for tenants desiring to repeat their bulkhead sign on the side or rear walls for additional exposure.

Any such exception shall only be in writing and in response to written requests for same, fully documenting the reasons for same, and illustrated with detailed plans and elevations.

Exhibit "G"

PERSONAL GUARANTY

On or about Sept 24th, 2007 Fantasy's Inc, a Nebraska corporation ("Landlord") and FIELDS INC., A NEBRASKA CORPORATION ("Tenant") entered into a certain lease for the real estate located at or about 7826 So 123rd Plaza (the "Lease). To induce the Landlord to enter into that certain Lease dated as of SEPTEMBER, 2007 and for other valuable consideration, the undersigned Guarantors hereby jointly, severally and unconditionally guarantee to Landlord : 1) prompt and full payment of all rent and other payments due from the Tenant and/or the Successor Tenant under the Lease; and ii) prompt and complete performance of all of the other terms and conditions and covenants of the Tenant and/or the Successor Tenant under the Lease.

The Guarantors each intend and agree that this Guaranty shall remain effective until full and complete payments and performance of all of the Tenant's and/or Successor Tenant's obligations under the Lease, including any modifications or extensions thereof, notwithstanding any act or incurrence which might otherwise act to reduce or discharge the Guarantors. In this regard, each of the Guarantors acknowledges and agrees that the liability of the Guarantors under the Guaranty shall continue notwithstanding any assignment, extension, amendment or modification of, or any forbearance under the Lease. The Guarantors each waive notice of any such assignment, extension, amendment, modification or forbearance. Each Guarantor further agrees that Landlord may pursue its remedies under this Guaranty without proceeding against the Tenant and/or Successor tenant and may pursue its remedies against one Guarantor without pursuing the other Guarantor.

This Guaranty shall be binding upon the heirs, successors and personal representatives of each Guarantor and shall be construed according to Nebraska law. The liability and obligation of each Guarantor under this Guaranty shall be joint and several.

EXECUTED this 24th day of SEPTEMBER, 2007.

GUARANTORS:

Bill Fields
Bill Fields

Larry Fields
Larry Fields

Lylette Fields
Lylette Fields

EXHIBIT "H"

**Receipt Acknowledgement for Southport East Subdivision Agreement and
Covenants**

This is to acknowledge receipt of the Subdivision Agreement and Covenants for
Southport East.

TENANT:

BILL FIELDS

BY:

BILL FIELDS

ITS:

MARGALYN MEMBER

DATE:

September 24th, 2007

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ARTICLES OF INCORPORATION

NEBRASKA LIQUOR

CONTROL COMMISSION

File # - CORP. AP

OF

FIELDS, INC.

1000744048

FIELDS, INC.

Filed: 08/14/2007 12:38 PM

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The undersigned natural person of full age, acting as incorporator of a corporation under all applicable provisions of the Nebraska Business Corporation Act, as amended, hereby adopts the following Articles of Incorporation for such corporation.

ARTICLE I.

NAME

The name of the Corporation shall be FIELDS, INC.

ARTICLE II.

DURATION

The period of the corporation's duration is perpetual.

ARTICLE III.

PURPOSE

The purpose for which this corporation is organized and the general nature of the business to be transacted by the corporation shall be the transaction of any and all lawful business for which corporations may be incorporated under the provisions of the Nebraska Business Corporation Act.

ARTICLE IV.

POWERS

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

ARTICLE IV.

AUTHORIZED SHARES

1. The capital stock of this corporation shall be Ten Thousand and 00/100 Dollars (\$10,000.00) which shall be divided into Ten Thousand (10,000) shares of fully paid and nonassessable common stock with a par value of One and 00/100 Dollar (\$1.00) each.

then inconsistent with these Articles of Incorporation as at any time or from time to time modified.

ARTICLE VIII.
INTEREST OF DIRECTORS
IN TRANSACTIONS

In the absence of fraud, no contract or other transaction between the corporation and any other person, corporation, firm, syndicate, association, partnership, or joint venture shall be wholly or partially invalidated or otherwise affected by reason of the fact that one or more of the directors of the corporation are or are to become directors or officers of such other corporation, firm, syndicate, or association, or members of such partnership or joint venture, or are pecuniarily or otherwise interested in such contractual transaction, provided, that the fact such director or directors of the corporation are so situated or so interested or both, shall be disclosed or shall have been known to the Board of Directors of the corporation. Any director of the corporation who is also a director or officer of such other corporation, firm, syndicate or association, or a member of such partnership, or joint venture, or pecuniarily or otherwise interested in such contract or transaction, may be counted for the purpose of determining the existence of a quorum at any meeting of the Board of Directors of the corporation which shall authorize any such contract or transaction, with like force and effect as if he were not a director or officer of such other corporation, firm, syndicate, or association, or a member of such partnership or joint venture, or pecuniarily or otherwise interested in such contract or transaction.

ARTICLE IX.
INDEMNIFICATION

The corporation shall indemnify every officer or director, or former director or former officer, his heirs, executors, personal representatives and administrators, and any person, or the heirs, executors, personal representatives and administrators of such person, who shall serve at its request as an officer or director of any other corporation or entity of which it is a stockholder, partner or creditor and from which he is not entitled to be indemnified from reasonable expenses actually incurred by him in connection with the defense of any action, suit or proceeding to which he may be made a party by reason of his being, or having been, an officer or director of the corporation or of such other corporation, except in relation to matters to which he shall be finally adjudged in such action, suit or proceeding, to be liable for gross negligence or willful misconduct in the performance of his duties. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the corporation is advised by independent counsel, selected by or in the manner designated by the Board of Directors, that the person to be indemnified did not commit such a breach of duty. The foregoing right of indemnification shall not be exclusive of other rights to which he may be entitled.

ARTICLE X.
AMENDMENT AND RESERVATION

The shareholders have authority and reserve the right from time to time to alter or at any time revoke all or any part or parts of these Articles of Incorporation as permitted or required by applicable law; and all rights of the shareholders of the corporation are acquired and granted subject to such reservation.

ARTICLE XI.
INITIAL REGISTERED OFFICE
AND INITIAL REGISTERED AGENT

The street address of the initial registered office of the Corporation is 1190 Omaha Tower, 2120 So. 72nd St., Omaha, NE 68124 and the initial registered agent at such address is David E. Pavel.

ARTICLE XI.
NAME AND ADDRESS OF INCORPORATOR

The name and address of the incorporator is David E. Pavel, 1190 Omaha Tower, 2120 South 72nd Street, Omaha, NE 68124.

DATED this 3rd day of August, 2007.



David E. Pavel, Incorporator

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NEBRASKA LIQUOR
CONTROL COMMISSION

AFFIDAVIT OF PUBLICATION

State of Nebraska}

ss.

County of Sarpy}

Being duly sworn, upon oath, Shon Barenklau deposes and says that he is the Publisher or Ann Oatman deposes and says that she is the Business Manager of the Papillion Times, a legal newspaper of general circulation in Sarpy County, Nebraska, and published therein; that said newspaper has been established for more than one year last past; that it has a bona-fide paid subscription list of more than three hundred; that to this personal knowledge, the advertisement, a copy of which is hereto attached, was printed in the said newspaper once each week, the first insertion having been on:

Thursday, August 30, 2007

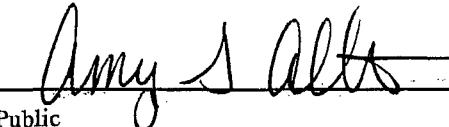
Thereafter, Thursday, September 6, 2007

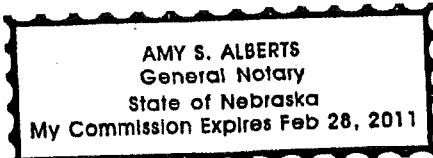
Thereafter, Thursday, September 13, 2007

And that said newspaper is a legal newspaper under the statutes of the State of Nebraska. The above facts are within my personal knowledge.


Shon Barenklau OR Ann Oatman
Publisher Business Manager

Today's Date 09-12-2007
Signed in my presence and sworn to before me:


Amy S. Alberts
Notary Public



DAVID E. PAVEL LAW OFFICES, P.C.
1190 Omaha Tower
2120 South 72nd Street
Omaha, Nebraska 68124

**NOTICE OF INCORPORATION OF
FIELDS, INC.**

NOTICE IS HEREBY GIVEN that the undersigned has formed a corporation under the laws of the State of Nebraska, as follows:

1. The name of the corporation is FIELDS, INC.
2. The address of the registered office is 1190 Omaha Tower, 2120 South 72nd Street, Omaha NE 68124, and the initial registered agent at that address is David E. Pavel.
3. The general nature of the business is any business allowed by law.
4. The authorized capital stock of the corporation shall be 10,000 shares of common stock with a par value of \$1.00 per share.
5. The corporation commenced on November 1, 2007 and its duration shall be perpetual.
6. The affairs of the corporation shall be directed by a Board of Directors, a President, one or more Vice Presidents, a Secretary and Treasurer.

By: David E. Pavel, Incorporator
11930522; 8/30, 9/6, 9/13

Printer's Fee \$ 48.10

Customer Number: 5511831693

Order Number: 11930522

DAVID E. PAVEL LAW OFFICES, P.C.

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Email: David@DEPavelLaw.com

RECEIVED

October 3, 2007

OCT 09 2007

Nebraska Liquor Control Commission
301 Centennial Mall South
P.O. Box 95046
Lincoln, NE 69509-5046

NEBRASKA LIQUOR
CONTROL COMMISSION

In Re: Fields, Inc. d/b/a Island Bar & Grill

Gentlemen:

Enclosed herewith please find the necessary documentation for the Application for a Liquor License regarding the above referenced applicant:

1. Two fingerprint cards each for William N. Fields, Larry E. Fields and Lylette S. Fields along with a check in the amount of \$114.00 payable to Nebraska State Patrol;
2. Check to cover the registration fee in the amount of \$45.00 made payable to the Nebraska Liquor Control Commission;
3. Original and two copies of Application Checklist and Application for Liquor License;
4. Original and two copies of Application for Liquor License Corporation/LLC Insert-Form 3a;
5. Original and two copies of Application for Liquor License Corporation Manager – Form 3b;
6. Three copies of Lease Agreement between Fields, Inc., d/b/a Island Bar & Grill and Fantasy's Inc.; and
7. Three copies of Articles of Incorporation for Fields, Inc.

If there is anything further you need to process this application, please contact me. Thank you.

Yours Very Truly,

David E. Pavel

DEP/le
enclosures
cc: William N. Fields