

CCID 1640

C-101273

TYPE OF LICENSE: CLASS "C" LIQUOR LICENSE

NAME & ADDRESS: SPORTSANDSHORTSCLUB, LLC

DBA "O'LEAVER'S"

1322 S SADDLE CREEK ROAD

RECEIVED: DECEMBER 3, 2012

45TH DAY: THURSDAY, JANUARY 17, 2013

HEARING DATE: DECEMBER 18, 2012 - 15<sup>TH</sup> DAY

AND/OR PERSONS CONTACTED: CHRISTOPHER MACHMULLER

402-554-3780

ATTORNEY - MIKE KELLEY

402-397-1898

POSTED: N/A

NOTIFIED: N/A

NEW APPLICATION, OLD LOCATION. PRESENT LICENSEE IS MELLO, CHRISTOPHER M., DBA "O'LEAVER'S" 1322 S SADDLE CREEK ROAD, WHO HAS A CLASS "C" LIQUOR LICENSE

# LIQUOR LICENSED ESTABLISHMENT HISTORY

## LICENSE #C 56634

MELLO, CHRISTOPHER M  
DBA O'LEAVERS

1322 SO SADDLE CREEK ROAD

68106

## NLCC ORDERS

11-04-02 -LICENSE APPROVED WITH THE CONDITION THAT ANY FURTHER ALCOHOL RELATED CONVICTIONS WILL SUBJECT LICENSE TO POSSIBLE CANCELLATION \*  
03-01-08 -CHANGED TO INDIVIDUAL FROM PARTNERSHIP CONWAY, SEAN & MELLO, CHRIS \*

## OTHER ACTIVITIES

08-20-02 -RES #1899 GRANT \* 09-25-07 -CC LAW COMMITTEE \* 09-07-07 -TAVERN REPORT RE: SALE OR POSSESSION BY MINOR OUTSIDE THE ESTABLISHMENT (VOLLEYBALL COURT) \* 04-08-08 -REQ ADD OF BEER GARDEN APPROX 15' X 28' TO THE NORTH CCID #481 APPROVED WITH A WAIVER OF A BEER GARDEN SIX FOOT FENCE REQUIREMENT AND REQUIRE THE INSTALLATION OF THE SIDEWALK CAFE FOUR FOOT FENCE \* 12-18-12 - TRANSFER TO SPORTSANDSHORTSCLUB, LLC \*

## LICENSED PREMISES

NORTH PORTION OF 1 STY BLDG APPROX 30' X 60' , INCLUDING BASEMENT AND NORTH OUTDOOR AREA 150' X 158' AND SIDEWALK CAFE APPROX 15' X 28', EXCLUDING PARKING LOT

## OFFICERS:

**OWNER** -CHRISTOPHER MELLO,4209 SHIRLEY ST, 68105 (C) 960-8570 \*\*\*\*\* (2008 -OLD-PTNR -SEAN CONWAY, 3124 SO 116TH AVE, 68144 (H) 614-3124) \*

# ▶ RECEIPT

11/30/2012

**From:** Michelle Porter - MICHELLE.PORTER@NEBRASKA.GOV  
**Phone:** 402/471-2821  
**Fax:** 402/471-2814  
**Company Name:** Nebraska Liquor Control Commission  
**To:** City Clerk - Omaha  
**Subject:** O'Leavers - #101273

RECEIVED  
12 DEC -3 AM 9:12  
CITY CLERK  
OMAHA, NEBRASKA

**PLEASE COMPLETE THE BOTTOM SECTION IMMEDIATELY UPON RECEIPT OF THIS APPLICATION AND FAX OR EMAIL THIS FORM BACK ACKNOWLEDGING THE RECEIPT OF THIS APPLICATION. PLEASE DATE STAMP IF THAT OPTION IS AVAILABLE. THANK YOU.**

12-3-12

DATE OF RECEIPT



SIGNATURE

Urgent  For Review  Please Comment  Please Reply  Please Recycle



RECEIVED

STATE OF NEBRASKA

Dave Heineman  
Governor

DEC -3 AM 9:12

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 or (402) 471-2374

TRS USER 800 833-7352 (TTY)

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

CITY CLERK  
OMAHA, NEBRASKA  
November 30, 2012

City Clerk  
1819 Farnam Street LC-1  
Omaha NE 68183

RE: O'Leavers

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) 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 APPROPRIATELY LICENSED IN ORDER TO PURCHASE FROM WHOLESALERS. 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  
Michelle Porter  
Licensing Division

Enclosures

Janice M. Wiebusch  
Commissioner

Robert Batt  
Chairman

William F. Austin  
Commissioner

**APPLICATION FOR LIQUOR LICENSE  
RETAIL**

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

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**NEBRASKA LIQUOR  
CONTROL COMMISSION**

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

**RETAIL LICENSE(S)**

Application Fee \$400 (non refundable)

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

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

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

Class C license term runs from November 1 – October 31

All other licenses run from May 1 – April 30

Catering license (K) expires same as underlying retail license

**CHECK TYPE OF LICENSE FOR WHICH YOU ARE APPEYING**

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

**NAME OF ATTORNEY OR FIRM ASSISTING WITH APPLICATION (if applicable)**

Commission will call this person with any questions we may have on this application

Name Michael A. Kelley/Meegan Griggs Phone number: (402) 397-1898

Firm Name Kelley & Jerram, P.C., L.L.O.

**PREMISE INFORMATION**

Trade Name (doing business as) O'Leavers

Street Address #1 1322 S. Saddle Creek Road

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

City Omaha County Douglas Zip Code 68106

Premise Telephone number (402) 556-1238

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

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

Name Sports And Sports Club, LLC

Street Address #1 1322 S. Saddle Creek Road

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

City Omaha State NE Zip Code 68106

**DESCRIPTION AND DIAGRAM OF THE STRUCTURE TO BE LICENSED  
READ CAREFULLY**

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

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

Length \_\_\_\_\_ feet  
Width \_\_\_\_\_ feet

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

*Please see attached sheet.*

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**NEBRASKA LIQUOR  
CONTROL COMMISSION**

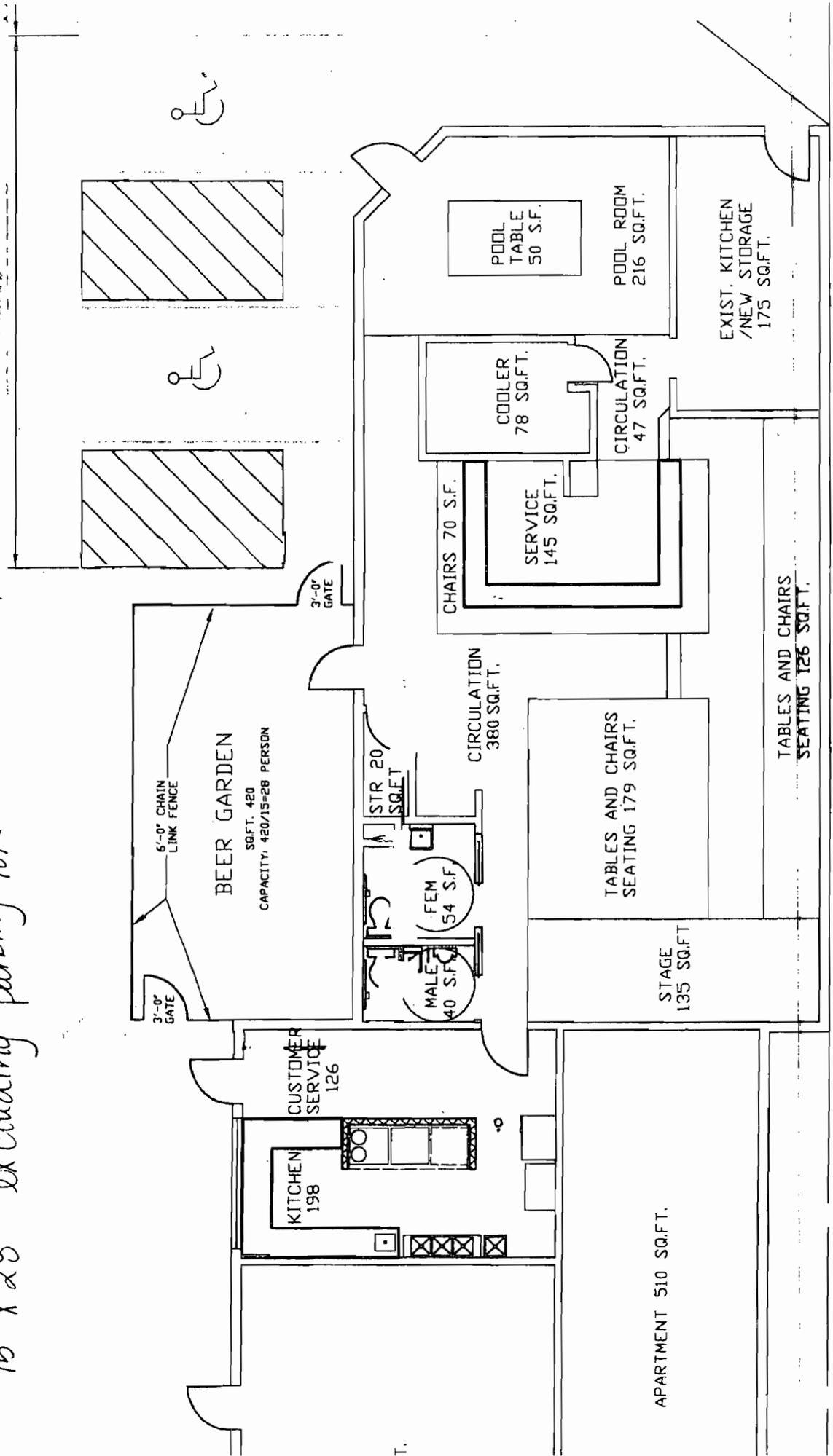
Areas to be licensed -

- North portion of one story building approx. 30' x 60' including basement, North outdoor area approx. 150' x 158' and sidewalk cafe approx. 15' x 28' excluding parking lot.

NEBRASKA LIQUOR  
CONTROL COMMISSION

NO. 3-012

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PROPERTY LINE 132.50'

PARC 2644 0002 25

FB 20 STATUS 2 CLASS C

EXEMPT 0 EXEMPT TYPE

TAX DISTRICT 0100 SID

F-

PROP HOUSE HALF DIR ----STREET NAME----- TYPE SUFFIX APT AREA ZIP CODE  
ADDRESS 01314 S SADDLE CREEK RD OMA 68106

-----OWNER OR TAXPAYER INFORMATION-----

NAME J & S AND SONS LTD DATE OF LAST CHANGE 06-06-2007  
+ P O BOX 540035 BK/PG OR DOC# 2095/747  
ADDR HOMESTEAD DELETE  
CITY OMAHA ST NE ZIP 68154 NON NUMERIC ZIP CODE

-----CURRENT VALUE-----HOMESTEAD-----

YEAR ---DATE--- ---LAND--- ---IMPR--- --TOTAL-- PAR RSN NUMBER TY CD PCT VALUE  
2010 03-06-2010 54300 26500 80800 BP 999999

OVER 1 ACRE IND OVERRIDE AMOUNT

ADDITION NO. 43220 LOT 8 HALF BLOCK 13 HALF  
WEST SIDE ADD SECT TOWN RANGE PLAT 0425

-----LEGAL DESCRIPTION-----

1 TRIA 82.09X140.51 FT ABANDONED RR 2 RWY ADJ ON NW & W 150 FT VAC ALLEY  
3 & ALL LOTS 6 & 7 & W OF SADDLE 4 CREEK RD LOT 8  
5 6  
7 8

PF1-ADFB

PF5-PNFB

PF6-PAFB

**APPLICANT INFORMATION**

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

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

YES  NO

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

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (city & state)	Description of Charge	Disposition
Timothy Kasher	'04	Omaha NE	DUI	fine paid / Sent. Served
Christopher MacDermott	'05	Omaha NE	DUI	fine paid / Sent. Served
"	'08	Omaha NE	DUI	fine paid / Sent. Served
"	'99	IACity IA	0" tolerance ticket	fine paid
"	'98	IACity IA	MIP ticket	fine paid
(husband) Ted Stevens	'03	Denton TX	Paraphernalia ticket	fine paid

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

YES  NO

If yes, give name of business and liquor license number O'Leavers C-56634

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

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

YES  NO

If yes, give name and license number O'Leavers C-56634

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

YES  NO

- If yes:
- a) Attach temporary operating permit (T.O.P.) (form 125)
  - b) T.O.P. will only be accepted at a location that currently holds a valid liquor license.

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

YES  NO

If yes, list the lender(s)

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**NEBRASKA LIQUOR CONTROL COMMISSION**

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

YES  NO

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

**No silent partners**

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

YES  NO

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

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

YES  NO

If yes, provide name and address of such institution and where it is located in relation to the premises (Neb. Rev. Stat. 53-177)(1)

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

YES  NO

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

10. List the primary bank and/or financial institution (branch if applicable) to be utilized by the business

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

Security National Bank - Omaha, NE / Christopher Machmuller

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

N/A

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CONTROL COMMISSION

*all attached*

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

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

Applicant Name	Date Trained (mm/yyyy)	Name of program where trained (name, city)
Christopher Machmueller	08/12	AST, Omaha, NE

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

11-30-17

- Lease: expiration date \_\_\_\_\_
- Deed
- Purchase Agreement

14. When do you intend to open for business? Dec. 1, 2012

15. What will be the main nature of business? bar

16. What are the anticipated hours of operation? 2pm - 2am M-Su

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

RESIDENCES FOR THE PAST 10 YEARS, APPLICANT AND SPOUSE MUST COMPLETE					
APPLICANT: CITY & STATE	YEAR		SPOUSE: CITY & STATE	YEAR	
	FROM	TO		FROM	TO

If necessary attach a separate sheet.

*See Attached*  
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NEBRASKA LIQUOR CONTROL COMMISSION

**Porter, Michelle**

---

**From:** Meegan <Meegan@kelleyandjerram.com>  
**Sent:** Wednesday, November 28, 2012 10:40 AM  
**To:** Porter, Michelle  
**Subject:** RE: APPLICATION FOR CLASS C LIQUOR LICENSE - SPORTSANDSHORTSCLUB LLC

Michelle, sorry I forgot those items. Listed below are the residences for the last 10 years for #17. I will send the lease as soon as I get a copy. Thanks!

Tim Kasher: Omaha 02-08  
Los Angeles, CA 08-10  
Whitefish, MT. 10-11  
Atlanta, GA 11-12  
Chicago, IL present

Ted Stevens: Omaha, NE 02-present  
Meghan (spouse): San Francisco, CA 99-03  
Omaha 03-present

Matt Maginn : Omaha 02-07  
Columbia, MO. 07-09  
Omaha 09-present

Chris Machmuller: Omaha 02-03  
Council Bluffs, IA 03-05  
Omaha 05-present

JoAnn: (spouse) Omaha 02-present

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**From:** Porter, Michelle [<mailto:michelle.porter@nebraska.gov>]  
**Sent:** Wednesday, November 28, 2012 10:31 AM  
**To:** Meegan  
**Subject:** APPLICATION FOR CLASS C LIQUOR LICENSE - SPORTSANDSHORTSCLUB LLC

I have received the application for a Class C liquor license for O'Leavers. There are some things I will need in order to process this application. You can fax, email or mail the information below to my attention. Please let me know if you have any further questions.

- 1) A copy of the lease for the property was not included with the Application.
- 2) On Application for License, Question #17 was not completed.

Thank you,

Michelle Porter  
Licensing Division  
Nebraska Liquor Control Commission  
402/471-2821  
[michelle.porter@nebraska.gov](mailto:michelle.porter@nebraska.gov)  
Website : <http://www.lcc.ne.gov>

# Certificate of Completion

Presented by AST

Christopher Moshawles

Has successfully completed training in  
responsible alcohol sales  
Management Course

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NEBRASKA LIQUOR  
CONTROL COMMISSION

Presenter Name and Title [Signature]

Instructor

Date August 14, 2012

License # \_\_\_\_\_

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

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

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

Signature of Applicant  
 \_\_\_\_\_  
*[Handwritten Signature]*  
 Signature of Applicant  
 \_\_\_\_\_  
 Signature of Applicant  
 \_\_\_\_\_  
 Signature of Applicant  
 \_\_\_\_\_  
 Signature of Applicant  
 \_\_\_\_\_

Signature of Spouse  
 \_\_\_\_\_  
*[Handwritten Signature]*  
 Signature of Spouse  
 \_\_\_\_\_  
 Signature of Spouse  
 \_\_\_\_\_  
 Signature of Spouse  
 \_\_\_\_\_

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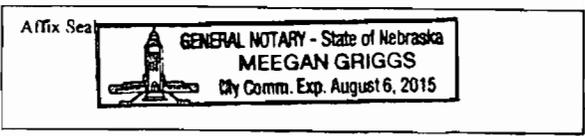
**NEBRASKA LIQUOR CONTROL COMMISSION**

ACKNOWLEDGEMENT

State of Nebraska  
 County of Douglas  
Nov. 12 2012  
 date

The foregoing instrument was acknowledged before me this  
 by Meghan Stevens, Ann Machmuller, Chris Machmuller  
 name of person acknowledged

Meehan Griggs  
 Notary Public signature



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

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

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

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

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Signature of Spouse

**RECEIVED**

NOV 27 2012

**NEBRASKA LIQUOR CONTROL COMMISSION**

ACKNOWLEDGEMENT

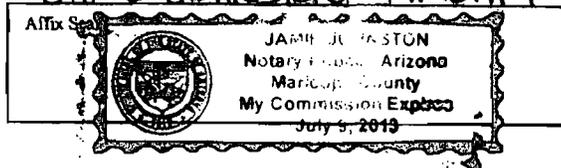
State of Nebraska ARIZONA  
County of MARICOPA

The foregoing instrument was acknowledged before me this

5TH NOVEMBER 2012 date

by MATTHEW MACINN, THEODORE STEVENS  
name of person acknowledged  
JAMIE JOHNSTON, TIMOTHY WASTEL

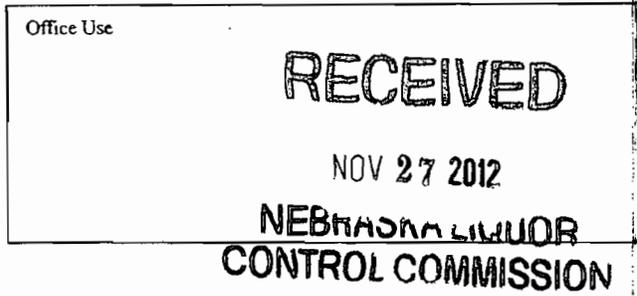
\_\_\_\_\_  
Notary Public signature



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

**APPLICATION FOR LIQUOR LICENSE  
LIMITED LIABILITY COMPANY (LLC)  
INSERT - FORM 3b**

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



All members including spouse(s), are required to adhere to the following requirements:

- 1) All members spouse(s) must be listed
- 2) Managing/Contact member and all members holding over 25% interest and their spouse(s) (if applicable) must submit fingerprints (2 cards per person)
- 3) Managing/Contact member and all members holding over 25 % shares of stock and their spouse (if applicable) must sign the signature page of the Application for License form 100 (even if a spousal affidavit has been submitted)

Attach copy of Articles of Organization (Articles must show barcode receipt by Secretary of States office)

Name of Registered Agent: USCA, Inc.

Name of Limited Liability Company that will hold license as listed on the Articles of Organization  
(Sports And Shorts Club) LLC # 10163788

LLC Address: 6725 Davenport St.

City: OMAHA State: NE Zip Code: 68132

LLC Phone Number: 402-594-3780 LLC Fax Number: \_\_\_\_\_

Name of Managing/Contact Member

Name and information of contact member must be listed on following page

Last Name: MACHMULLER First Name: CHRISTOPHER MI. L.

Home Address: 1415 S. 60th St. City: OMAHA

State: NE Zip Code: 68106 Home Phone Number: 402-594-3780

Chall  
Signature of Managing/Contact Member

**ACKNOWLEDGEMENT**

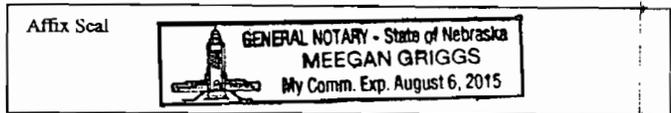
State of Nebraska  
County of Douglas

Nov. 12, 2012  
Date

The foregoing instrument was acknowledged before me this

by Chrs Machmuller  
name of person acknowledge

Meehan Griggs



List names of all members and their spouses (even if a spousal affidavit has been submitted)

Last Name: MACHMULLER First Name: CHRISTOPHER MI: 2 *prints*  
Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
Spouse Full Name (indicate N/A if single): JoAnn Sue Machmuller *prints*  
Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
Percentage of member ownership 25%

Last Name: MAGINN First Name: MATTHEW MI: R  
Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
Spouse Full Name (indicate N/A if single): N/A  
Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
Percentage of member ownership 25%

Last Name: KASHER First Name: TAMOTHY MI: J  
Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
Spouse Full Name (indicate N/A if single): N/A  
Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
Percentage of member ownership 25%

Last Name: STEVENS First Name: THEODORE MI: J  
Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
Spouse Full Name (indicate N/A if single): Meghan Kathleen Stevens  
Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
Percentage of member ownership 25%

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NEBRASKA LIQUOR  
CONTROL COMMISSION

Is the applying Limited Liability Company controlled by another corporation/company?

YES

NO

If yes, provide the following:

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

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

Starting Date: January Ending Date: December

Is this a Non Profit Corporation?

YES

NO

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

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NEBRASKA LIQUOR  
CONTROL COMMISSION

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

## Johnson, Carman (CCIk)

---

**From:** Meegan <Meegan@kelleyandjerram.com>  
**Sent:** Monday, December 03, 2012 9:44 AM  
**To:** Johnson, Carman (CCIk)  
**Subject:** O'Leaver's

The home addresses of the shareholders are as follows:

Matt Maginn  
6725 Davenport St.  
Omaha, NE 68132

Tim Kasher  
3011 N. Allen Ave  
Chicago, IL 60618

Ted (and Meghan) Stevens  
2035 N. 50<sup>th</sup> Ave.  
Omaha, NE 68104

Chris (and JoAnn) Machmuller  
1415 S. 60<sup>th</sup> St.  
Omaha, NE 68106

Thanks!

Meegan Griggs  
Kelley & Jerram, P.C, L.L.O.  
7134 Pacific Street  
Omaha, NE 68106  
(402) 397-1898  
Fax: (402) 397-1293  
[meegan@kelleyandjerram.com](mailto:meegan@kelleyandjerram.com)

Everytime you smile at someone, it is an action of love, a gift to that person, a beautiful thing.

**Mother Teresa**

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Page 1

DE Sec of State John A. Gato - CORP. CERT  
1001150189  
SPORTSANDSHORTSCLUB LLC  
Filed: 06/29/2012 03:50 PM

STATE of NEBRASKA  
LIMITED LIABILITY COMPANY  
CERTIFICATE of ORGANIZATION

SportsAndShortsClub LLC

**FIRST:** The name of the limited liability company is SportsAndShortsClub LLC.

**SECOND:** The street and mailing address of its designated office in the state of Nebraska is 1603 Farnam Street, Omaha, NE, 68102.

**THIRD:** The street and mailing address of its agent for service of process in the state of Nebraska is 1603 Farnam Street, Omaha, NE, 68102. The name of its agent for service of process is USCA, Inc.

**FOURTH:** The personal liability of the members and managers of the company for monetary damages for breach of fiduciary duty shall be eliminated to the fullest extent permissible under Nebraska law. The company is authorized to indemnify its members and managers to the fullest extent permissible under Nebraska law.

**IN WITNESS WHEREOF,** the undersigned has executed this Certificate of Organization on the date below.

Date: June 28, 2012

LegalZoom.com, Inc., Organizer  
By: Karla Figueroa, Assistant Secretary  
LDA #0104 in Los Angeles County (expires 12/2013)  
101 N. Brand Blvd., 11th Floor, Glendale, CA 91203  
(323) 962-8600

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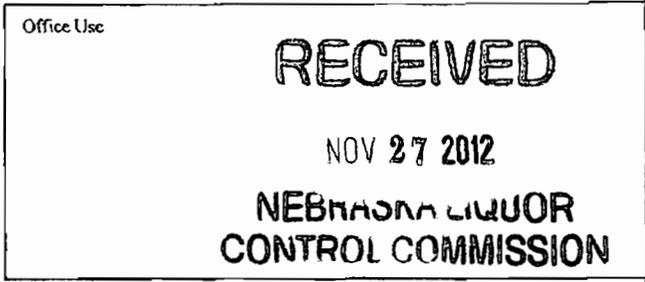
BUSINESS PLAN  
FOR  
SportsAndShortsClub, LLC

The applicant, SportsAndShortsClub, LLC, will operate as a bar. Additionally, the business plans to have managerial supervision during all open hours. Finally, sufficient staff will be a constant requirement.

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CONTROL COMMISSION

**APPLICATION FOR TEMPORARY OPERATING PERMIT (TOP)**

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



- Enclose completed application for liquor license from purchasers
- Enclose document showing sale of business; document may be in the form of purchase agreement/contract, management agreement or promissory note. Must include purchase date or closing date within 2-3 weeks of requesting TOP. Must show name of business being sold. Must be signed by seller.

**NAME OF EXISTING BUSINESS (SELLER) AND LICENSE**

# C-56634 O LEAVERS

On (date) Nov. 12, 2012 seller and buyer entered into a contract for sale of the business known as \_\_\_\_\_

Buyer seeks to obtain a Temporary Operating Permit (TOP) to allow them to operate the business under the same terms and conditions of premise licensee; subject to approval by the Nebraska Liquor Control Commission (NLCC) for a period not to exceed 90 days.

Seller hereby declares that they are current on all accounts with all Nebraska licensed wholesaler under section §53-123.02. A seller who provides false information regarding such accounts is guilty of a Class IV misdemeanor for each offense.

[Signature]  
Signature of Seller

[Signature]  
Signature of Buyer

State of Nebraska  
County of Douglas

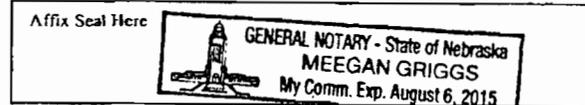
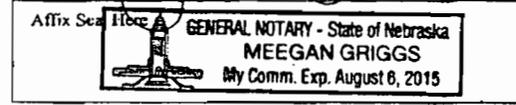
State of Nebraska  
County of Douglas

The forgoing instrument was acknowledged before me this NOV. 12, 2012  
Date

The forgoing instrument was acknowledged before me this NOV 12, 2012  
Date

[Signature]  
Notary Public Signature

[Signature]  
Notary Public Signature



**PURCHASE AGREEMENT**

THIS AGREEMENT made and entered into this 12 day of Nov., 2012, by and between **Chris Mello**, an Individual, (hereinafter referred to as **Seller**) and **Sports And Shorts Club LLC.**, a Nebraska Corporation (hereinafter referred to as **Buyer**);

WHEREAS, Seller is presently doing business at 1322 S. Saddlecreek, Omaha, Nebraska under the name "O'Leaver's Pub" and;

WHEREAS, Seller is presently the owner of all the furniture, fixtures, equipment, supplies, utensils, inventory, trade name and goodwill of Seller used in the operation of said business. The personal property and inventory is attached hereto specifically enumerated on Exhibit "A".

NOW THEREFORE, the parties hereby agree as follows:

**SALE OF BUSINESS:** Seller will sell to Buyer and Buyer will purchase from Seller the totality of the personal property, business, inventory, equipment and assets shown on Exhibit "A" attached hereto for the sum of Two Hundred Twenty Five Thousand (\$225,000.00) payable as hereinafter set forth and subject to the terms and conditions contained herein.

**PAYMENT OF PURCHASE PRICE:** Buyer agrees to pay the aforementioned purchase price of two Hundred Twenty Five Thousand (\$225,000.00) to Seller as follows:

1. The balance of \$225,000.00 through a promissory note, payable in equal monthly installments of \$3141.58, over 60 months, interest at 6% per annum.
2. All initial payments shall be made to Chris Mello, 4209 Shirley St. Omaha, Nebraska                      until said lien is paid in full.
3. The promissory note may be prepaid in full by Buyer, at anytime, without penalty.

**SELLERS' REPRESENTATIONS AND WARRANTIES:** Seller represents and warrant to Buyer as follows:

1. Seller is the owner of those items of furniture, equipment, improvements, etc., set forth on Exhibit "A" attached hereto, presently used in connection with the operation of the aforementioned business (restaurant) and located upon the above-described premises, together with the goodwill of said business, free and clear of any and all liens and encumbrances of any nature. Seller will release any security interest on fixtures and inventory at the time of closing.

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**NEBRASKA LIQUOR  
CONTROL COMMISSION**

of any security interest held by any entity with regard to the property and inventory to be purchased.

2. All inventory, furniture, fixtures, equipment, improvements, etc., more specifically set forth in Exhibit "A" attached hereto are sold on an "as is basis". Buyer shall be given additional access to the premises to examine the condition of any such items during normal business hours when convenient to the parties hereto.
3. Seller has no presently existing contract or commitments will extend beyond the closing date hereof unless parties mutually agree to have Buyer take over said commitment.
4. Sellers represents and warrants the following to Buyer, acknowledges that Buyer is relying on the truth thereof, and agrees that (i) the representations and warranties shall be true as of the closing date and shall survive the closing, (ii) they shall not be affected by any inspection which Buyer may conduct, and (iii) Seller shall defend, indemnify and hold harmless Buyer from any and all loss or liability resulting from breach.

**RESTRICTIONS ON BUYER:** Buyer agrees that all fixtures, equipment and furniture located at the aforementioned premises, or as set forth in Exhibit "A" attached hereto, shall be kept by the Buyer and used only at said premises as aforementioned in Omaha, Douglas County, Nebraska. The Buyer shall not remove any such items or any article thereof from such location, and such fixtures, equipment and furniture shall not be mortgaged, sold, pledged or otherwise disposed of or transferred by the Buyer until the purchase price therefore has been paid in full as herein provided, unless the written consent of the Seller is first obtained. Buyer shall not attempt to relocate the business from the aforementioned business location unless all amounts due under this agreement are first paid in full. In the event Buyer removes said equipment and other items, or acts in violation of this agreement or attempts to relocate the business, Buyer shall be in default which shall be remedied as provided for herein. Buyer further warrants to maintain in good order all fixtures in Exhibit "A" until such time as full purchase price has been paid to Seller.

**REPRESENTATION OF BUYER:** Buyer warrants and represents the following to the Seller:

1. It is a corporation organized and existing under and by virtue of the laws of the State of Nebraska.
2. Buyer has inspected and is familiar with the physical condition the furniture, fixtures and equipment of Seller at 1322 S. Saddlecreek, Omaha, Nebraska.

**CLOSING AND POSSESSION:** The closing shall be completed as soon as practicable, but in no event later than Feb 1, 2013. Parties agree that Buyer will take possession of the business on \_\_\_\_ Dec. 1 \_\_\_\_ 2012 \_\_\_\_, or sooner if practical.

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**MISCELLANEOUS:** Risk of loss from fire or other casualty shall be upon Seller until after closing has occurred. If Buyer fails to perform Buyer's agreements. Any time period provided for in this Agreement which ends on a Saturday, Sunday or legal holiday shall extend to 5:00 p.m. on the next business day. This Agreement contains the entire understanding of the agreement between the parties, and may be amended only by a written instrument executed by the parties. The term "best of knowledge" includes facts which a person actually know, and facts which would cause a reasonable person to make further inquiry.

**SURVIVAL OF REPRESENTATIONS:** The representations, warranties and agreements of Seller and Buyer contained in this agreement shall be not be discharged or dissolved upon the closing of this transaction but shall survive and shall be unaffected by an investigation made by any party at any time.

**TRADE NAME, TRADE MARKS, LOGOS:** Parties agree that Buyer may use and is purchasing any and all rights to the trade name, "O'Leaver's" and/or "O'Leaver's Pub" names, logos, etc.

**NON-COMPETE AGREEMENT:** Seller agrees and represents that Seller shall consult, develop, own, manage, or in any way be employed in or by a restaurant/bar business similar to the business being sold herein within a three mile radius of 1322 S. Saddlecreek, Omaha, Nebraska for a period of twenty-four months from the date of closing of this purchase agreement.

**CONSULTING AGREEMENT:** Seller further agrees that as a part of the purchase price paid herein by the Buyer, he will assist, train and consult with Buyer and/or Buyer's management and employees regarding operation of said business as follows: For the period consisting of the thirty days following Buyer taking possession of said business, Seller will be available either by telephone or in person for training, assistance and consulting during the hours of 8:00 a.m. to 5:00 p.m., Mondays through Fridays, as requested by Buyer.

**ASSETS ONLY:** Buyer agrees to purchase the assets of Seller and NOT assume or purchase any of the liabilities of Seller for said property, improvements and business or corporations.

**COOPERATION:** Seller agrees to cooperate and act in good faith with this transaction and the warranties, duties and conditions imposed and agreed to herein.

**ENTIRE AGREEMENT:** This agreement including attached exhibit, constitutes the entire agreement between the parties, superseding any and all prior oral understandings, representations and arrangements, and may not be modified except in writing signed by the parties hereto.

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CONTROL BOARD



O'Leaver's Pub Asset List

Ice machine 600lb.  
Walk-in Freezer  
Walk-in Refrigeration Unit  
5 Door Reach-in refrigerator  
Double Oven Stove  
Charbroiler  
Fryer  
Broaster  
Microwave  
Kitchen wire Shelving  
Triple Well Kitchen Sink  
Ansul Fire System  
Range Hood with Dual Fans  
4 Well bar sink  
Bar  
Cash Register  
14 tables  
40 roller chairs  
12 bar stools  
2 smoke eaters  
3 - 32" TVs  
1 - 47" TV  
Assorted stainless pans, food storage containers, utensils, banquet serving pieces  
Assorted glassware, high ball, cocktail, rocks, pint, shot glasses.  
Ice bin  
Security system  
2 safes  
Portable beer tap box  
O'Leaver's Sign  
5 garbage bins  
2 fire extinguishers  
P.A. system, Amp, Sound Board, Main Speakers, Monitor Speakers, assorted cables  
and microphones.  
Tornado Foosball Table  
Custom "Friends" Fence surrounding beer garden patio  
10 Plastic Pitchers

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CONTROL COMMISSION**

O'Leaver's Beach Volleyball  
1322 S Saddle Creek Rd  
Omaha, NE, 68106

Business Assets

Walk-in Refrigeration Unit	1,000.00
Cash Register	500.00
Drink Dispensers	400.00
Pitchers	300.00
Sound System	700.00
Shelving	300.00
Fence Signs	1,000.00
Volleyballs	250.00
Sand (5,000 tons)	25,000.00
Nets, Poles, Sidelines	5,000.00
Lights and Poles	4,500.00
Picnic Tables	4,000.00
Garbage Cans	150.00
Total	43,150.00

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CONTROL COMMISSION

OLEAVERS PUB  
BEER  
INVENTORY TAKEN

ON  
DATE 11/12/2012

ITEM	CLASS	AMOUNT	PRICE	COST
Amstel Lite	B	17	1.06	\$0.00
Anchor Steam	B	-	1.29	\$0.00
Bass	B	19	1.04	\$0.00
Becks	B	-	1.04	\$0.00
Blue Moon	B	31	1.00	\$0.00
Bld. Pale Ale Lunar	B	-	1.00	\$0.00
Bsch Lite	B	32	0.67	\$0.00
Bsch Lite Cn 12oz	B	21	0.67	\$0.00
Bsch Lite can 16 oz	B	-	0.73	\$0.00
Bud	B	66	0.78	\$0.00
Bud Lite	B	96	0.78	\$0.00
Bud Select	B	-	0.77	\$0.00
Coors 24 oz	B	-	1.46	\$0.00
Coors 12 oz	B	18	0.81	\$0.00
Coors Lite	B	12	0.78	\$0.00
Corona	B	31	1.03	\$0.00
DosEquis	B	23	1.01	\$0.00
Fat Tire Amber	B	-	1.00	\$0.00
Grain Belt Prem	B	10	0.73	\$0.00
Grls	B	-	1.04	\$0.00
Harp	B	-	1.00	\$0.00
Heinken	B	32	1.06	\$0.00
Hopeluaia	B	-	2.52	\$0.00
Land Shark	B	6	1.03	\$0.00
Lindeman Frambois	B	4	5.17	\$0.00
Lindeman Peach	B	3	5.17	\$0.00
Lowenbrau	B	-	1.04	\$0.00
MHL	B	104	0.63	\$0.00
Miller C	B	-	0.78	\$0.00
Miller Lite	B	56	0.78	\$0.00
Newcastle Bn ale	B	20	1.25	\$0.00
O'Dell	B	-	1.42	\$0.00
Old Style Lite 12 oz	B	-	0.57	\$0.00

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CONTROL COMMISSION

Bld - 80 Ac re - 32  
Corona extra - 30



LIQUOR  
INVENTORY TAKEN

ON  
DATE 11/12/2012

ITEM	CLASS	AMOUNT	PRICE	COST
Absolut Citron	L	1	25.95	\$0.00
Absolut Mandrin	L	1	25.95	\$0.00
Absolut Mango	L	—	25.95	\$0.00
Absolut Peach	L	1	25.95	\$0.00
Absolut Pear	L	—	25.95	\$0.00
Absolut Raspberry	L	.5	25.95	\$0.00
Absolut Vodka	L	2	25.95	\$0.00
Bacardi Light	L	1	16.95	\$0.00
Barenjager Honey	L	—	19.71	\$0.00
Black Haus	L	—	22.65	\$0.00
Bombay Sapphire	L	1	26.12	\$0.00
Canadian Club	L	1	17.37	\$0.00
Capt Morgan 100	L	—	21.04	\$0.00
Capt. Morgan	L	3	18.15	\$0.00
Carolans Irish Cream	L	—	15.87	\$0.00
Ceurvo Gold	L	1.5	20.49	\$0.00
Country Club Gin	L	5	7.54	\$0.00
County Club Vodka	L	17	6.00	\$0.00
Crown Royal	L	1	28.57	\$0.00
DeWars	L	1	256.20	\$0.00
DK Peachtree	L	1	12.53	\$0.00
Dk Araretto 42 P	L	—	11.95	\$0.00
Dk Butterscotch Sch	L	1	12.54	\$0.00
Dk <del>Mad</del> Melon Pucker	L	1	12.54	\$0.00
Dk Root Beer Schnap	L	1	12.53	\$0.00
DK Sour Apple	L	2	12.53	\$0.00
El Jimador Reposado	L	1	20.53	\$0.00
Glenlivet 12 year	L	.5	41.04	\$0.00
Goldschlager	L	—	22.65	\$0.00
Grand Marnier	L	1	38.65	\$0.00
Jack Daniels Black	L	2	27.16	\$0.00
Jagermeister	L	3	26.12	\$0.00
Jameson	L	4	27.95	\$0.00
Jim Beam	L	2	19.37	\$0.00

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Jim Beam Rye	L	1	16.95	\$0.00
Johnny Walker Black	L	1	36.40	\$0.00
Johnny Walker Red	L	—	24.40	\$0.00
Juarez Gold Teq	L	—	11.20	\$0.00
Kamora Coffee	L	2	14.28	\$0.00
Kessler 80	L	1	11.53	\$0.00
Ketel One	L	1	27.24	\$0.00
Knob Crk BBN	L	—	34.03	\$0.00
Ler Polish Blackberry	L	2	13.20	\$0.00
Makers Mark 90	L	1	26.03	\$0.00
Midori	L	1	21.87	\$0.00
Myers Rum	L	3	20.65	\$0.00
Parrot Bay Silver	L	1	16.65	\$0.00
Patron Silver	L	5	36.74	\$0.00
Rebel Yell	L	1	13.95	\$0.00
RI 1 Whiskey	L	—	37.00	\$0.00
Romana Sambuca	L	2	20.65	\$0.00
Rumple Minze	L	1 case	20.86	\$0.00
Sailor Jerry	L	1	18.87	\$0.00
Scoresby	L	2	16.74	\$0.00
Seagrams 7	L	2	15.32	\$0.00
Skyy	L	—	21.67	\$0.00
Skyy Infus Grape	L	—	21.67	\$0.00
Southern Comfort	L	1	20.12	\$0.00
Stoli 80	L	2	25.54	\$0.00
Stoli Blueberi	L	1	25.54	\$0.00
Stoli Vanil	L	1	25.54	\$0.00
Tanquary Gin	L	1	22.74	\$0.00
Ten High	L	—	9.95	\$0.00
Tequila Rose	L	—	21.67	\$0.00
Triple Sec	L	2	9.00	\$0.00
Tuaca	L	—	27.03	\$0.00
UV Blue Raspberry	L	1	11.20	\$0.00
UV Cherry	L	1	11.20	\$0.00
UV LEMONAIDE	L		10.50	\$0.00
Wild Turkey 101	L	1	23.70	\$0.00
	L			
TOTAL				\$0.00

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CONTROL COMMISSION

OLEAVERS PUB  
 KEG BEER  
 INVENTORY TAKEN

ON  
 DATE 11/12/2012

ITEM	CLASS	AMOUNT	PRICE	COST
Guinness Keg	Keg	4	148.00	\$0.00
Bud Lite 1/2 BBL	Keg	2	94.10	\$0.00
Bsch Lite 1/2 BBL	Keg	3	86.25	\$0.00
Newcastle Brown Ale	Keg	-	130.00	\$0.00
Pabst 1/2 BBL	Keg	2	68.50	\$0.00
Blvd Wheat BBL	Keg	1	110.00	\$0.00
Miller Lite 1/2 BBL	Keg		94.10	\$0.00
Smithwicks Irish Keg	Keg	-	141.00	\$0.00
Blvd Wheat Keg 1/6	Keg	1	44.50	\$0.00
MHL BBL 1/2	Keg	-	77.25	\$0.00
Keystone Light 1/2BBL	Keg	-	57.00	\$0.00
Natural Light 1/2 BBL	Keg	-	67.25	\$0.00
Sam Summer 1/2 BBL	Leg	-	109.00	\$0.00
Mopp olevia		-1		
Lucky Buckets ok.		-1		
TOTAL				\$0.00

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J & S and SON'S LTD. LEASE

This lease is made and entered into this 15th Day of October 2008 between J & S and SON'S LTD (Lessor) and SportsAndShortsClub, LLC (Lessee).

1. Leased Premises: Lessor leases to Lessee and Lessee agrees to take the Leased Premises, which are located on the Property described as : 1314 & 1322 South Saddle Creek Road. , Omaha, Ne. 68108.

(Property). Exhibit B depicts the Leased Premises which contains approximately 2,000 square feet plus volleyball courts.

2. Lease Term: The term of the lease shall commence on the 1 st day of December 2012 and end on the 30 th day of November 2017 unless terminated as herein provided.

3. Financial Statements: Lessee hereby agrees to provide to Lessor a financial statement of principals whether Lessee is a sole proprietor, partnership, corporation, company, etc., prior to the signing of said lease by Lessor and annually thereafter upon the written request of Lessor.

4. Acceptance and Occupancy: Occupancy of the Leased Premises by the Lessee shall constitute acceptance by the Lessee.

5. Rental: Lessee shall and hereby agree to pay the Lessor without demand, deduction, or setoff, at such place or places as the Lessor may designate from time to time in writing, rent in advance for said Leased Premises the sum of, payable in:  
For the period from December 1, 2012 to November 30, 2013 \$ 4,712 per month.  
For the period from December 1, 2013 to November 30, 2017 \$ 4,712 INCREASED ANNUALLY BY CPI per month  
with a cap rate at 3.5% plus any increase in realstate taxes and insurance.

said rental to be payable monthly in advance, on the first day of each successive month, at the office of J & S and SON'S LTD, P.O. BOX 540035, OMAHA, NE. 68154-0035 or at such other place as the Lessor shall direct.

6. Security Deposit: Contemporaneously with the execution of this Lease, Lessee shall deposit with Lessor the sum of (1<sup>st</sup> Months rent and equal amount due as security deposit) ( \$4,712 + \$7,068 = \$11,780 ) as security for the performance by Lessee of each and every obligation hereunder to be performed by Lessee. In the event of any default by Lessee, Lessor may apply all or any part of such security deposit to cure the default or to reimburse Lessor for any sum which Lessor may spend by reason of such default. In the event of any such application or retention, Lessee shall, on demand, pay to Lessor the sum so applied, or retained, which shall be added to the security deposit, so that same shall be restored to it's original amount. If, at the end of this lease term, Lessee shall not be in default of any provision under this Lease, the security deposit, or any balance thereof, shall be returned to the Lessee, without interest.

7. Late Charge: If the monthly rental is not received by Lessor on or before the 5th day of each month, Lessee agrees to pay Lessor a late charge in the amount of \$100.00 and if not received by Lessor on or before the 10th day of each month, Lessor agrees to pay Lessor an additional late charge in the amount of \$300.00.

8. Business Use: The Leased Premises shall be used and occupied only for BAR & VOLLEY BALL COURTS and for no other purpose without written consent of Lessor, Lessee agrees continuously and uninterrupted (except when prevented from doing so by reason of fire or other casualty) to conduct it's business in the Leased Premises during the lease term and any extension thereof. Lessee agrees promptly to comply with all laws, ordinances, rules, and regulations affecting the Leased Premises and promulgated by duly constituted governmental authorities affecting the cleanliness, safety, use and occupation of the Leased Premises and any business thereon, and shall pay all costs involved in such compliance.

Rules and Regulations: Lessee covenants and agrees with Lessor that It will comply with all of the Rules and Regulations attached hereto as Exhibit 'A'.

Common Areas: Lessor agrees to provide at the building of which the Leased Premises are a part, a parking area, which parking area shall be for the non-exclusive use of the Lessor, all Lessees of the Building, and their respective employees, agents, customers, and invites.

For the purpose of this section and wherever else used in the lease, the Common Areas shall include, but shall not be limited to, parking areas, sidewalks or other pedestrian walkways, landscaped areas, pickup and delivery areas, streets and other public areas, designed for the common use and benefit exclusive of space in any building designated for rental to Lessees for commercial purposes, as the same may exist from time to time.

INITIALS

*[Handwritten initials: JS, MM, TR]*

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COMMISSION

11. **Use of Common Areas:** Lessor hereby grants to Lessee, its employees, agents, customers, and invitees, the non-exclusive right for and during the term of this lease, and any renewal thereof, to use the common Areas from time to time, such use to be in common with Lessor and all Lessees of the Lessor.

12. **Rules and Regulations, Supervision and Management** Lessor shall have the right, power and authority to establish and promulgate and thereafter change or modify all rules and regulations which it may, in its sole discretion, deem necessary for the use of the Common Areas. All such Common Areas shall at all times be subject to the exclusive control and management of Lessor so that the Lessor will be in a position to make available efficient and convenient use thereof. Lessee agrees to abide by and conform with all rules and regulations pertaining to such Common Areas. Lessor shall have the right to construct, maintain and operate lighting facilities; to police from time to time, change the area, location and arrangement of the Common Areas and facilities and accommodations thereof; to restrict employee parking to employee parking areas, to temporarily close all or any portion of the Common Areas or facilities to discourage non-customer parking; and to do and perform such other acts in and to said Common Areas and facilities, as in the exercise of good business judgment the Lessor shall determine in its sole discretion to be advisable with a view to the improvement of the convenience and use thereof.

13. **Common Area Maintenance:** In addition to the rent and other payments Lessee agrees to make under this Lease, Lessee agrees to pay the costs to operate, maintain and manage the Common Areas of the Property. The Common Area expenses shall include, without limitation, the cost of roof repairs, snow removal, security and fire control systems, equipping, lighting, painting, repairing, replacing, cleaning and heating and air conditioning enclosed areas, specifically including landscaping and gardening, parking lot, line painting, traffic control, sanitary control, liability and other insurance premiums, cost of all rentals of machinery equipment used in maintenance and operation, the cost of personnel to implement those services, to direct parking and to police the common areas.

14. **Lessor's Repairs:** Lessor shall maintain the foundations, exterior walls (except store fronts, plate glass doors and other breakable materials used in structural portions) and provide for roof replacement, but not repairs, of the Building which the Leased Premises are located and, if necessary or required by the proper governmental authorities, make modifications or replacements thereof.

15. **Lessee's Repairs:** Lessee agrees, at Lessee's expense, at all times to keep the Leased Premises and appurtenances thereto in good order, condition and repair, clean, sanitary and safe, including, but not limited to, the replacement of equipment, fixtures and all broken glass (with glass of the same size and quality) and shall in a manner satisfactory to the Lessor, decorate and paint the Leased Premises when necessary to maintain at all times a clean and sightly appearance. If Lessee refuses or neglects to commence any such repairs or replacements within five (5) days after written demand, then and thereafter Lessor may, but shall not be obligated to do so, make such repairs and replacements without liability to Lessee for any loss or damage that may occur to Lessee's stock or business by reason thereof, and, if Lessor makes such repairs, Lessee shall pay to Lessor, on demand, as additional rent, the cost thereof together with interest at the rate of ten percent (10%) per annum from the date of payment by Lessor, and all such cost and interest shall become due and payable on the rental payment date immediately following such completion. Lessee, at its expense, shall replace all glass including plate glass, other breakable materials used in structural portions and any interior and exterior windows and doors in the Leased Premises, which may become damaged or broken.

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16. Alterations: Lessee shall not attach any fixtures or other articles to any portion of the Leased Premises, nor shall Lessee make any major alterations, additions, improvements or changes whatsoever therein without, in each instance, first obtaining the written consent from the Lessor, and, in addition thereto, Lessee shall furnish such indemnification against liens, costs, damages and expenses as may be required by Lessor. All alterations, additions, improvements and fixtures (other than trade fixtures), which may be made or installed upon the Leased Premises shall remain upon and be surrendered with the Leased Premises as a part thereof, at the termination of this lease, provided, however, that Lessor may request the removal of any thereof, at the cost and expense of Lessee.

17. Trade Fixtures: Lessee agrees, at Lessee's expense, to install all trade fixtures and such fixtures shall remain the property of Lessee. Upon the expiration of the tenancy hereby created, if Lessor so requests in writing, Lessee shall promptly remove any additions, fixtures, and installations placed in the Leased Premises by Lessee and repair any damage occasioned by such removal, at Lessee's expense. All trade fixtures belonging to Lessee, which are or may be put into the Leased Premises during the term hereof, whether exempt or not from sale under execution and attachment under the laws of the State of Nebraska, shall at all times be subject to a first lien in favor of Lessor for all rent, additional rent or other sums which may become due to Lessor from Lessee under this lease.

18. Liens: Lessee hereby agrees to promptly pay for any work done or material furnished in or about the Leased Premises and not to suffer or permit any lien to attach thereto and indemnify and hold harmless Lessor and the Leased Premises from any damages, costs, expenses, and liens relating thereto.

19. Utilities: Lessee shall make its own arrangements for the furnishing of gas, electricity, telephone, and any other required utility services to the Leased Premises and shall be solely responsible for the payment of all charges therefore. Lessor shall not be liable for any interruption in, or failure to supply, any utility service. Metering costs to be Lessee's. Water and sewer to be paid on a proportionate share.

20. Liability Insurance: Lessor agrees to carry adequate fire and extended coverage including liability insurance on the building of which the demised premises are a part. The proportionate cost of such insurance is to be paid by the Lessee and the prorated cost shall be computed on the basis that the total gross leasable area of the Leased Premises bears to the total number of square feet of gross leasable area in the building per the formula described in Paragraph 13.

If Lessee should change its operations in the demised premises subsequent to its initial use and occupancy, and thereby cause an increase in the premium for the fire and extended coverage insurance policy carried by Lessor (the premium for said policy having been based on such initial use and occupancy of Lessee), the amount of such increase in net annual premium shall be paid to Lessor by Lessee as additional rent annually upon demand and presentation of written evidence by Lessor, whether Lessor has consented to such change of operations or not.

Lessee shall not permit any operation to be conducted in the demised premises that would cause suspension or cancellation of the fire and extended coverage insurance policy carried by Lessor. Any insurance which may be carried by Lessor or Lessee against loss or damage to the building and other improvements situated on the demised premises shall be for the sole benefit of the party carrying such insurance under its sole control.

Lessee shall maintain and keep in force public liability insurance in the amount of \$1,000,000 per person or \$1,000,000 per occurrence and \$100,000 for property damage. Lessee shall furnish Lessor a certificate of insurance.

21. Taxes on Lessee's Property: Lessee shall be liable for all taxes levied against personal property and trade fixtures placed by Lessee in or about the Leased Premises.

22. Real Property Taxes and Insurance Premiums: INCLUDED IN MONTHLY RENT.

a. Lessor agrees to pay before they become delinquent all real estate taxes and special assessments lawfully levied or assessed against the above described premises; however, Lessor may, at its expense, contest and dispute the same and in such case the disputed item need not be paid until finally adjudged to be valid. Lessee's liability under this Section shall be to pay to the Lessor, as additional rent, within thirty (30) days of demand and presentation of photocopies of the tax statements and other written evidence by

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Lessor, the product of the mathematical equation obtained by multiplying the real estate tax by the Lessee's proportionate share as described in Paragraph 13.

b. At Lessor's option, Lessee's proportionate share of all real estate charges and insurance expenses, described in paragraph 19 (a), during the Lease term shall be paid in monthly installments on or before the first day of each calendar month in advance, in an amount estimated by Lessor.

23. **Fire and Casualty Damage:**

If the demised premises should be damaged or destroyed by fire, tornado, or other casualty, Lessee shall give immediate written notice thereof to Lessor.

If the Leased Premises are damaged or destroyed by fire or other casualty insurable under standard fire and extended coverage insurance and Lessor does not elect to terminate this lease as hereinafter provided, Lessor shall proceed at its cost and expense to rebuild or repair the Leased Premises. In the event (a) the Building in which the Leased Premises are located is destroyed or substantially damaged, (b) the Building or the Leased Premises is destroyed or rendered untenable to an extent in excess of 50% of the total leasable floor area, (c) the holder of a mortgage at the time of the casualty elects, pursuant to the mortgage, deed of trust or other lien, to require the use of all or part of Lessor's Insurance proceeds in satisfaction of all or part of the indebtedness secured by the mortgage, of all or part of Lessor's Insurance proceeds in satisfaction of all or part of the indebtedness secured by mortgage, or (d) the casualty occurs within the last 12 months of the term of this lease, then Lessor may elect either to terminate this lease or to proceed to rebuild and repair the Leased Premises. Lessor shall give written notice to Lessee of its election within 60 days after the occurrence of the casualty.

**Renovation:** Lessor's obligation to rebuild and repair under this paragraph shall in any event be limited to restoring Leased Premises to substantially the condition as it existed prior to casualty, exclusive of any alterations, additions, improvements, fixtures and equipment installed by Lessee. Lessee agrees that promptly after completion of the work by Lessor, Lessee will proceed with reasonable diligence and at Lessee's sole cost and expense to restore, repair and replace all alterations, additions, improvements, fixtures, signs and equipment installed by or for Lessee.

**Continued Business Operation: Rate Reduction:** Lessee agrees that during any period of rebuilding or repair of the Leased Premises, it will continue the operation of its business within the Leased Premises to the extent that it is practical. During the period from the occurrence of the casualty until Lessor's restoration or repairs are completed, the minimum rent shall be reduced to the extent as may be fair and reasonable under the circumstances; however, there shall be no abatement of the other charges provided for in this lease.

**Waiver of Damage:** Lessor shall not be responsible for, nor liable to, Lessee for any damage to the Leased Premises or to the Building in which the Leased Premises are situated nor for any delay in repairing or rebuilding or inability to repair or rebuild nor any other cause whatsoever beyond Lessor's control. All property of the Lessee and all property kept stored or maintained in or upon the Leased Premises, adjacent sidewalks, Loading platforms or other Common Areas shall be at the sole risk of the Lessee.

**Eminent Domain:** If, during the term of this lease, all of the Leased Premises is taken for public or quasi-public purposes, this lease shall terminate as of the date Lessee is required to deliver possession of the leased Premises to the taking entity; but if only part of the Leased Premises is taken, this lease shall cease only as to the part so taken and continue as to the part not taken, and the minimum rent shall be abated in the proportion that the floor area so taken bears to the total floor area of the Leased Premises. It is expressly agreed and understood that all sums awarded or paid for the taking of the Leased Premises, or any part of it, or for damages for any such taking, shall belong to Lessor, and are hereby assigned to Lessor, and Lessee shall have no interest in or claim to any such award or payment.

**Assignment by Lessee:** Lessee shall not sublet said leased premises or any part thereof, nor allow the same to be used or occupied by any other person or for any other use than that herein specified, nor assign this lease or any interest therein, without the written consent of the Landlord, which written consent the Landlord agrees will not be unreasonably withheld.

**Entry by Lessor:** Lessee agrees that Lessor, its agents, employees or servants, or any person authorized by Lessor may enter the Leased Premises for the purpose of inspecting the condition of the same and to make such repairs, additions, improvements, changes or alterations thereto or to the Building of which they are a part as Lessor may elect to make and to exhibit same to prospective purchasers of the Building, in which the Leased Premises are contained, and to prospective Lessees and to place in and upon said Leased Premises at such places as may be determined by Lessor "For Rent" signs or notices at any time within one hundred eighty (180) days of termination of this lease and Lessee undertakes and agrees that neither Lessee nor any person within Lessee's control will interfere with such signs and notices.

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28. **Holding Over:** In any event Lessee remains in possession of the Leased Premises after the expiration of the tenancy created hereunder, and without execution of a new lease, it shall be deemed to be occupying the Leased Premises as a Lessee from month to month and shall pay as a monthly rent, 150% of the current rent specified for this tenancy and such holding over shall be subject to and under and pursuant to all the other terms, conditions, provisions and obligations of this lease insofar as the same are applicable to a month-to-month tenancy. If the Leased Premises are not surrendered at the end of the lease, Lessee shall indemnify Lessor against loss or liability resulting from delay by Lessee in so surrendering the Leased Premises, including, without limitation, any claims made by any succeeding Lessee founded on such delay.

29. **Notices:** All notices and demands required or permitted to be given under this lease to Lessee shall be given in writing, be deposited in the United States Mail, certified and postage prepaid, and addressed to Lessee at the Leased Premises, whether or not Lessee has departed from, abandoned or vacated the Leased Premises. All notices and demands required or permitted to be given under this lease to Lessor shall be given in writing, be deposited in the United States Mail, certified and postage prepaid and address to Lessor or at such other address as Lessor may give to Lessee in writing from time to time.

30. **Subordination:** Lessee agrees that this lease is and shall be subordinate to any mortgage, deed of trust or any other hypothecation for security which has been or which hereafter may be placed by the Lessor upon said Leased Premises or the land or building of which the Leased Premises are a part and such subordination is hereby effective and self-operative without any further act by Lessee. Notwithstanding the foregoing, Lessee agrees to execute upon demand, any and all further documents or instruments in addition to this lease, which may be deemed necessary or desired to effectuate such subordination.

31. **Default by Lessee:** All covenants and agreements herein made and obligations assumed are to be construed also as condition and these presents are agreed to upon the express condition that if Lessee should fail to pay when due any of the aforesaid installments of rent, additional rent or late charges, or should fail to perform or observe any of the covenants, agreements or obligations herein made or assumed by Lessee, or if Lessee shall become insolvent, or bankrupt, recast or modify Lessee's debts or obligations or delay payment thereof or if any assignment be made of Lessee's property for the benefit of creditors then and thenceforth, in any said events this lease may be forfeited and thereby becomes null and void at the option of the Lessor and the Lessor may immediately or at any time thereafter reenter said Leased Premises, or any part thereof in the name of the whole or repossess and have the same as of Lessor's former estate and remove therefrom all goods and chattels not thereto properly belonging, and expel said Lessee and all other persons who may be in possession of said Leased Premises and that, too, without demand or notice. It is agreed, however, that the monthly installment of rent provided for above shall not be deemed in default until five (5) days after written notice of default has been given to Lessee, and that no default shall be declared for the failure to perform or observe any of the other covenants, agreements or obligations made or assumed by the Lessee until said Lessee is given notice in writing of such breach, and shall fail to perform the agreement called for, or remove the default, within five (5) days after mailing of such notice by Lessor.

In the event Lessor shall exercise the aforesaid option to terminate, he shall be entitled to receive from the Lessee thereafter the difference in rental, herein reserved for the unexpired portion of the term and any lesser net amount which Lessor, in the exercise of reasonable diligence, is able to procure for the unexpired portion of the term, each monthly difference being a separate cause of action, which may or may not be accumulated and joined in one action at Lessor's option. This right so reserved by the Lessor and granted by Lessee constitutes an essential part of the consideration for the Lessor's agreement to lease the said Premises to Lessee, and the said reserved right may be exercised in any of the contingencies provided for by this lease, that is to say for the violation and nonobservance of any of the undertakings to be kept, observed, or performed by the Lessee, its successors, or assigns.

32. **Not Joint Venture, Etc.:** Nothing herein contained shall be deemed or construed by the parties hereto nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that neither the payment of additional rent nor other provisions contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of Lessor and Lessee.

33. **Strict Performance:** The failure to insist upon strict performance by Lessee of any of the covenants, conditions and agreements of this lease shall not be deemed a waiver of any of Lessor's rights or remedies and shall not be deemed a waiver of any subsequent breach or default by Lessee of any of the covenants, conditions and agreements of this lease. No surrender of the Leased Premises shall be accomplished by Lessor's acceptance of rental by any other means whatsoever unless the same be evidenced by Lessor's written acceptance of such as a surrender.

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34. **Lessor Not Responsible for Delays;** Whenever a period of time is herein provided for Lessor to do or so perform any act or thing, Lessor shall not be liable or responsible for any delays due to strikes, riots, Acts of God, shortages of labor or materials, national disaster, or any other cause not dissimilar to those enumerated, beyond Lessor's reasonable control.

35. **Peaceable Surrender:** Lessee, upon expiration or termination of this lease, whether by lapse of time or otherwise, agrees peaceably to surrender to Lessor the Leased Premises, including the alterations, additions, improvements, changes and fixtures other than Lessee's movable trade fixtures, in broom-clean condition and in good repair, except for Acts of God and ordinary wear and tear. Lessee agrees at Lessor's request to remove Lessee's trade fixtures upon any such expiration or termination and repair all damage to the Leased Premises caused by such removal. Lessee shall also surrender all keys for the Leased Premises to Lessor at the place then fixed for payment of rent and shall inform Lessor of combination locks, safes, and vaults, if any, on the Leased Premises.

36. **Additional Construction:** Lessor hereby reserves the right at any time to make alterations or additions to, and to build additional stories on the Building in which the Leased Premises are contained and to the construction adjoining or adjacent to same.

37. **Estoppel Certificates:** Lessee, from time to time upon written request from Lessor, agrees to execute, acknowledge and deliver to Lessor, in form reasonably satisfactory to Lessor and/or Lessor's mortgages, a written statement certifying that Lessee has accepted the Leased Premises, that this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect as modified, setting forth the modifications), that Lessor is not in default hereunder, the date to which the rent and other amounts payable by Lessee have been paid in advance, if any, and such additional facts as reasonable may be required by Lessor or Lessor's mortgages. Lessee understands and agrees that any such statement delivered pursuant to this section may be relied upon by any prospective purchaser of the Leased Premises and their respective successors and assigns.

38. **Waiver of Claims:** Each party hereto hereby waives any and all claims for recovery which such party or anyone claiming through such party may have against the other party hereto (or such other party's officers, agents or employees) for or with respect to any loss of or damage to such waiving party's property which is insured under valid insurance policies, to the extent of any recovery actually collectible under such insurance policies, whether or not such loss or damage is caused by the negligence of such other party or such other party's agents, employees, subtenants, concessionaires or licensees or of any other person or persons for whose actions such other party may be responsible or liable, provided that the foregoing waiver shall be effective only when permitted by the applicable insurance policy.

39. **Cumulative Rights:** The rights, options, elections and remedies of Lessor contained in this lease shall be cumulative and may be exercised on one or more occasions; and none of them shall be construed as excluding any other or any additional right, priority or remedy allowed or provided by law.

40. **Time of Essence:** Unless otherwise specifically provided herein, time is of the essence of this Lease, and all provisions of this Lease relating to the time of performance of any obligation under this Lease shall be strictly construed.

41. **Lessor's Right to Cure Default:** Lessor may, but shall not be obligated to, cure at any time without notice, any default by Lessee under this Lease; whenever Lessor so elects, all costs and expenses incurred by Lessor in curing a default, including without limitation reasonable attorney fees, together with interest in amount of costs and expenses so incurred at the rate of fifteen percent (15%) per annum, shall be paid by the Lessee to the Lessor on demand.

42. **Lessor's Expenses:** In the event any legal proceeding shall be brought for the recovery of possession of the Leased premises for the recovery of rent, or for any other amount due under the provisions of this lease, or by reason of any breach of any of the covenants herein contained, on the part of Lessee to be kept or performed, such breach being established, Lessee shall pay the Lessor all expenses incurred here fore, including reasonable attorney fees.

43. **No Right of Set-Off:** No default or claim of default on the part of the Lessor shall entitle Lessee to withhold any sums due under the provisions of this lease. Lessee acknowledges and agrees that it has waived any remedy permitting it to withhold rent or to claim an offset against such rent in the event of any claim breach on the part of the Lessor.

44. **Entire Agreement:** Lessor and Lessee hereby agree that this lease shall be governed by and interpreted pursuant to the laws of the State of Nebraska. Lessor and Lessee further agree that this lease as written, including any exhibits, represents the entire agreement between the parties hereto and that there are not other agreements, written or verbal, between the parties hereto pertaining to the Leased Premises or to the subject matter thereof and that all prior agreements, negotiations and understandings are hereby merged in this Lease.

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EDITA - RULES AND REGULATIONS

Tenant shall not affix or maintain upon the glass panes and supports of the show windows, doors and the exterior walls or Leased Premises, or any place within the Leased Premises if intended to be seen from the exterior of the Leased Premises, any signs, advertising placards, names, insignia, trademarks, descriptive material or any other such like item or items, and Landlord shall have the right, without giving prior notice to tenant and without any liability for damage caused thereby, to remove any such material from the Leased Premises, except as shall have first received written approval of Landlord as to size, type, color, location, copy, nature and display qualities.

All loading and unloading of goods shall be done only at times, in the areas and through the entrances designated for that purpose, as determined by Landlord.

All garbage and refuse shall be kept in the kind of container specified by Landlord, and shall be placed outside of the Leased Premises daily, prepared for collection and removed in the manner and at the times and places specified by Landlord. If Landlord provides or designates a service for collection of refuse and garbage, Tenant shall use that service, at Tenant's expense, provided the cost is reasonably competitive to any identical service available to Tenant. Tenant shall in all events pay for the costs of such service.

Nothing (including without limitation radio or television aerials) shall be placed or erected on the roof or exterior walls of the Leased Premises without the prior written consent of Landlord, and it is understood that the exclusive use of the roof and exterior walls is reserved to Landlord. Anything so placed or erected on the roof or exterior walls shall be subject to removal without notice or liability at any time and any damage to the walls or roof caused by the removal shall be the responsibility of Tenant.

No loudspeakers, televisions, phonographs, radio, flashing lights or other devices shall be used in a manner so as to be heard or seen outside of the Leased Premises without the prior written consent of Landlord.

No auction, fire, "lost our lease", bankruptcy or selling-out sales shall be conducted in the Leased Premises without the prior written consent of Landlord, and none shall be conducted outside the Leased premises.

Tenant shall maintain all display windows in a neat, attractive condition, and shall exhibit only first-class materials, goods and items in all display windows. Tenant shall not permit the display of any materials, goods, or items, which in the sole discretion of Landlord are considered lewd, obscene, pornographic or otherwise not in keeping with the standards of the property.

The sidewalks, entryways, loading areas, other common areas and other outside areas immediately adjoining the Leased Premises shall be kept clear at all times by Tenant and Tenant shall not place nor permit any obstructions, garbage, refuse, merchandise or displays in those areas.

Tenant, its employees and/or its agents, shall not solicit business in the common areas, nor shall Tenant, its employees and/or its agents distribute any handbills or other advertising matter in the common areas or on automobiles parked in the common areas.

(i) Tenant shall not carry on any trade or occupation or operate any instruments, apparatus, or equipment which emits an odor or causes a noise discernible outside of the Leased Premises or which may be deemed offensive in nature.

(l) Tenant shall keep the Leased Premises at a temperature sufficiently to prevent water from freezing in pipes and fixtures.

(m) Tenant shall not place or maintain any temporary fixture for the display of merchandise outside the Leased Premises or within six feet of any entrances to the Leased Premises, and Landlord shall have the right, without giving prior notice to Tenant and without any liability for damage, to remove any such display from the Leased Premises, except as shall have first received the written approval of Landlord as to size, color, location, nature and display qualities.

(n) Tenant shall not cause any odor which maybe deemed offensive in nature by cooking, burning, toasting or by any other method within the Leased Premises or Landlord's property.

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This Lease may not be amended or supplemented orally but only by an agreement in writing which has been signed by the party against whom enforcement of any such amendment or supplement is sought.

45. Advertising: Lessee agrees to use the name O'LEAVER'S PUB in any and all advertising it does unless Lessor consents to a change in name, which consent shall not be unreasonably withheld.

46. Options: Lessee shall have Two Five -Year Options provided Lessee has not been in default of the Lease.

47. The lessee has made application to the Nebraska Liquor Control Commission for a Class C liquor license. This lease is contingent upon the issuance of a liquor license.

48. Lessee shall have First Right of Refusal to purchase the property at a price to be determined by Lessor.

49. In the unforeseen event that the Lessee would have to vacate the property Lessee will pay 6 months rent in advance to Lessor in the amount of \$28,272 and maintain Lessee Liquor License during the 6 month period in order for Lessor to secure a qualified Lessee. Thus fulfilling Lessee's obligation for the Lease contract.

Signage: Lessee, at its sole cost and expense, will be allowed to install a sign consistent with that of other tenants. Lessee must have Lessor's approval for any signage plans prior to installation of said signage.

LESSOR J & S and SONS, LTD.

By: [Signature]  
James Hussey, General Partner

Date: 11/29/12

LESSEE:

By: [Signature]  
Matt Maginn

Date: 11/29/12

By: [Signature]  
Ted Stevens

Date: 11/29/12

By: [Signature]  
Chris Machmueller

Date: 11-29-12

By: [Signature]  
Tim Kashner

Date: 11-29-12

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**MANAGER APPLICATION  
INSERT - FORM 3c**

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

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

- 1) Must be a citizen of the United States
- 2) Must be a Nebraska resident (Chapter 2 - 006) and must provide proof of voter registration in the State of Nebraska
- 3) Must provide a copy of one of the following: state issued US birth certificate, naturalization paper or US passport
- 4) Must submit fingerprints (unless a non-participating spouse) (2 cards per person) and fees of \$38 per person, made payable to Nebraska State Patrol
- 5) Must be 21 years of age or older
- 6) May be required to take a training course

**Corporation/LLC information**

Name of Corporation/LLC: Sports And Shorts Club, LLC

**Premise information**

Premise License Number: \_\_\_\_\_  
(if new application leave blank)

Premise Trade Name/DBA: O'Leavers

Premise Street Address: 1322 S. Saddle Creek

City: Omaha State: NE Zip Code: 68106

Premise Phone Number: (402) 550-1238

The individual whose name is listed as a corporate officer or managing member as reported on insert form 3a or 3b or listed with the Commission. Click on this link to see authorized individuals.  
[http://www.lcc.ne.gov/license\\_search/licsearch.cgi](http://www.lcc.ne.gov/license_search/licsearch.cgi)

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

**Manager's information must be completed below. PLEASE PRINT CLEARLY**

Gender:  MALE  FEMALE Print  
 Last Name: Machmuller First Name: Christopher MI: 4  
 Home Address (include PO Box if applicable): 1415 S. 60th Street  
 City: Omaha County: Douglas Zip Code: 68106  
 Home Phone Number: (402)594-3780 Business Phone Number: (402)550-1238  
 Social Security Number: \_\_\_\_\_ Drivers License Number & State: \_\_\_\_\_ NE  
 Date Of Birth: \_\_\_\_\_ Place Of Birth: Council Bluffs, IA

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

YES  NO

**Spouse's information**

Spouses Last Name: Machmuller First Name: Jo Ann MI: S  
 Social Security Number: \_\_\_\_\_ Drivers License Number & State: \_\_\_\_\_ NE  
 Date Of Birth: \_\_\_\_\_ Place Of Birth: Denison, IA

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

APPLICANT			SPOUSE		
CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Omaha, NE	2005	2012	Omaha, NE	2002	2012
Council Bluffs, IA	2003	2005			
Omaha, NE	2000	2003			

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**MANAGER'S LAST TWO EMPLOYERS**

YEAR FROM	YEAR TO	NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2003	2012	O'Leavers Pub	Chris Mello	402.940.9570
2008	2012	Worker's Takeout (owner)	Self-employed	

1. **READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY. Must be completed by both applicant and spouse, unless spouse has filed an affidavit of non-participation.**

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

YES       NO

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

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (city & state)	Description of Charge	Disposition
Christopher Machmuller	1948	Iowa City, IA	MIP ticket	fine paid
	1999	Iowa City, IA	'O' tolerance ticket	fine paid
	2005	Omaha, NE	DUI	fine paid / sent served
	2008	Omaha, NE	DUI	fine paid / sent served

2. Have you or your spouse ever been approved or made application for a liquor license in Nebraska or any other state?  YES       NO  
**IF YES, list the name of the premise.**

3. Do you, as a manager, qualify under Nebraska Liquor Control Act (§53-131.01) and do you intend to supervise, in person, the management of the business?  YES       NO

4. Have you enclosed the required fingerprint cards and **PROPER FEES** with this application? (Check or money order made payable to the **Nebraska State Patrol for \$38.00 per person**)  
 YES       NO

5. List any alcohol related training and/or experience (when and where).

8/2012 AST, Omaha, NE      2008-2012 Worker's Takeout  
 2003-2012 O'Leavers Pub

**RECEIVED**

NOV 27 2012

**NEBRASKA LIQUOR  
 CONTROL COMMISSION**

**PERSONAL OATH AND CONSENT OF INVESTIGATION**

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

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

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

[Signature]  
Signature of Manager Applicant

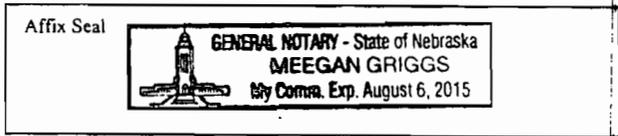
[Signature]  
Signature of Spouse

**ACKNOWLEDGEMENT**

State of Nebraska  
County of Douglas  
Nov. 12, 2012  
date

The foregoing instrument was acknowledged before me this  
by Chris and Ann Machmiller  
name of person acknowledged

[Signature]  
Notary Public signature



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

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**NEBRASKA LIQUOR CONTROL COMMISSION**