

CCID 1650

TYPE OF LICENSE: PACKAGE LIQUOR LICENSE

NAME & ADDRESS: DDJ INVESTMENTS, INC.

DBA "CRYSTAL BEVERAGE MART"

4807-4809 SOUTH 20<sup>TH</sup> STREET

RECEIVED: MAY 1, 2013

45TH DAY: SATURDAY, JUNE 15, 2013

HEARING DATE: MAY 21, 2013 - 20<sup>TH</sup> DAY

AND/OR PERSONS CONTACTED: DONALD JONES

402-980-3941

ATTORNEY - ALLEN ZIEBARTH

402-341-6852

POSTED: 5-7-13

NOTIFIED: No Notification Sent

NEW APPLICATION, OLD LOCATION. ADDING CATERING. PRESENT LICENSEE  
IS WEBBER BROTHERS, INC., DBA "CRYSTAL BEVERAGE MART", 4807-09 SOUTH  
20<sup>TH</sup> STREET, WHO HELD A PACKAGE LIQUOR LICENSE

# LIQUOR LICENSED ESTABLISHMENT HISTORY

## LICENSE #D 30982

WEBBER BROTHERS, INC.  
DBA CRYSTAL BEVERAGE MART

4807-09 SO 20TH ST 68107-2923 731-2153

## NLCC ORDERS

08-24-11 -TRANSFER REVERSED CRYSTAL BEVERAGE MART, INC -LICENSE REINSTATED AND RENEWED UNDER WEBBER BROTHERS, INC. \* RESTRICTIONS: CONDITION THAT GEORGE T JONES III NOT BECOME A SHRHLDR, DIR, OFFICER OR EMPLOYEE OF THE CORPORATION \*

## OTHER ACTIVITIES

1995 - GRANTED \* 11-23-10 -TRANSFER TO GTJ INVESTMENTS, INC \* 05-21-13 - TRANSFER TO DDJ INVESTMENTS, INC

## LICENSED PREMISES

2 STY BLDG APPROX 98' X 90' \* \* \* \* \* (2011-OLD -BLDG APPROX 90' X 98' W/ 2ND FL STORAGE APPROX 12' X 50')

## OFFICERS:

**MGR**-JASON WEBBER, 13575 DREXEL PLZ, 68134 (H) 894-5531 \* **PRES/SECR**-ERIC WEBBER (H) 292-8345 \* **VP/TREAS**-ADAM WEBBER, 1009 BELLEVUE BLVD N, BELLEVUE 68005 (H) 734-2323 © 505-0314

# ▶ RECEIPT

4/30/2013

From: Jackie B Matulka – jackie.matulka@nebraska.gov  
Phone: (402) 471 – 4881  
Fax: (402) 471 – 2814  
Company Name: Nebraska Liquor Control Commission

To: City Clerk of Omaha – Carmen.Johnson@ci.omaha.ne.us  
App Info: DDJ Investments Inc DBA Crystal Beverage Mart  
Class DK 102789

CITY CLERK  
OMAHA, NEBRASKA

13 MAY -1 PM 12:07

RECEIVED

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.

5-1-13

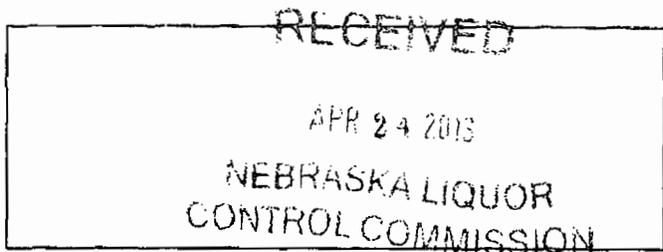
DATE OF RECEIPT



SIGNATURE

**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/



**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



- 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 Allan M. Ziebarth Phone number: 402.341.6852

Firm Name Allan M. Ziebarth, Attorney at Law

*teresalez@cox.net  
alea*

*1823 Hanney St  
Omaha, NE 68102*

Trade Name (doing business as) CRYSTAL BEVERAGE MART

Street Address #1 4807 - 4809 S 20 St.

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

City Omaha County Douglas #1 Zip Code 68107

Premise Telephone number 402.731.2153

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

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

Name DDJ INVESTMENTS, INC. c/o Donald Jones

Street Address #1 4807 S 20 St.

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

City Omaha State NE Zip Code 68107

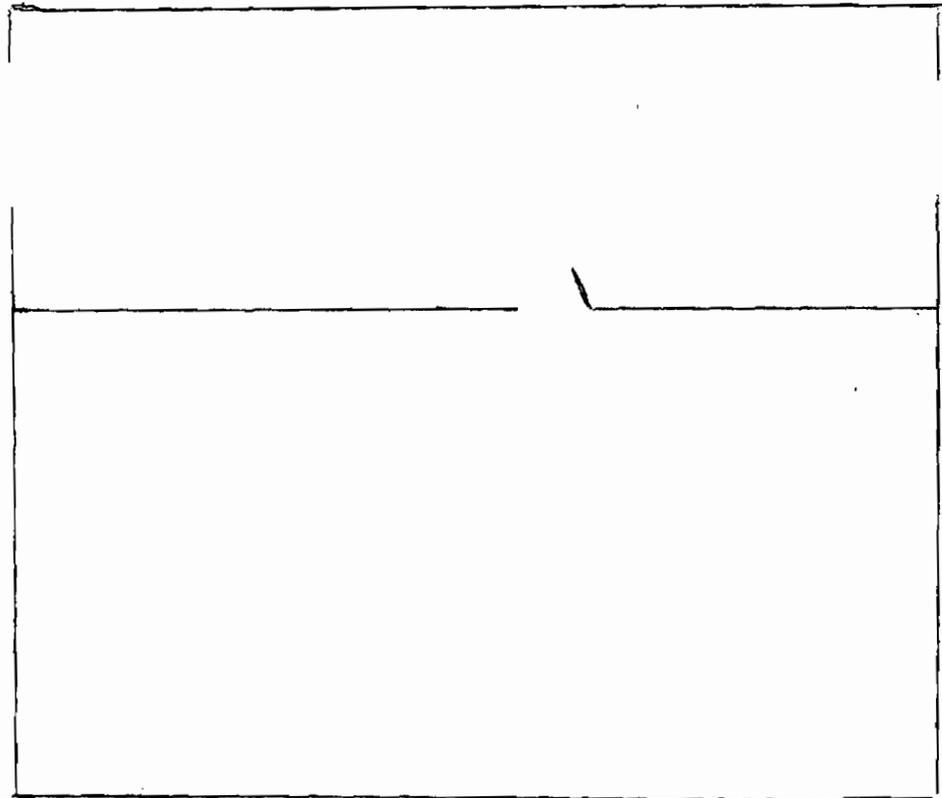
In the space provided or on an attachment draw the area to be licensed. This should include storage areas, basement, outdoor area, sales areas and areas where consumption or sales of alcohol will take place. If only a portion of the building is to be covered by the license, you must still include dimensions (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 98 feet  
Width 90 feet not to scale *No Basement*

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

98'



North ↑

BLDG APPROX 90' X 98'  
WITH SECOND FLOOR STORAGE  
APPROX 12' X 50'

*2 story building  
approx 90 x 98*

PARC 2905 0002 17

FB 33 STATUS 2 CLASS I

EXEMPT 0 EXEMPT TYPE

TAX DISTRICT 0100 SID F-

PROP HOUSE HALF DIR ----STREET NAME----- TYPE SUFFIX APT AREA ZIP CODE  
ADDRESS 04807 S 020 ST OMA 68107

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

NAME GTJ INVESTMENTS INC DATE OF LAST CHANGE 12-14-2010  
+ 4807 S 20 ST BK/PG OR DOC# 2010 111805  
ADDR HOMESTEAD DELETE  
CITY OMAHA ST NE ZIP 68107 NON NUMERIC ZIP CODE

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

YEAR ---DATE--- ---LAND-- ---IMPR-- --TOTAL-- PAR RSN NUMBER TY CD PCT VALUE  
2010 03-06-2010 9300 74600 83900 IR

OVER 1 ACRE IND OVERRIDE AMOUNT

ADDITION NO. 24740 LOT 17 HALF BLOCK 4 HALF  
MCGAVOCK & OKEEFES SECT TOWN RANGE PLAT 0098

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

1 LTS 16 & 17 2 98 X 130  
3 4  
5 6  
7 8

PF1-ADFB

PF5-PNFB

PF6-PAFB



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

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

YES  NO

If yes, give name of business and liquor license number WEBBER BROTHERS, INC. d/b/a

- a) Submit a copy of the sales agreement CRYSTAL BEVERAGE MART #30982
- 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 → see #7

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

YES  NO

If yes, give name and license number WEBBER BROTHERS, INC. d/b/a CRYSTAL BEVERAGE MART #30982

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) \_\_\_\_\_

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. See enclosed lease/GTJ INVESTMENTS, INC.

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.

WELLS FARGO BANK a) Donald D. Jones

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

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)
Donald D. Jones	04/2012	AST (Alcohol Server Training)
		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.**

- Lease: expiration date TOP: 04/30/2013 SUBSEQUENT: 04/30/2014
- Deed
- Purchase Agreement

*expiration date  
see page 11F  
& 17F*

14. When do you intend to open for business? Upon issuance of TOP

15. What will be the main nature of business? Retail liquor sales

16. What are the anticipated hours of operation? 9:00AM - 12:00AM M-F / 9:00AM - 1:00AM F&Sat / 10:00AM - 12:00AM Sun

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

APPLICANT: CITY & STATE	YEAR		SPOUSE: CITY & STATE	YEAR	
	FROM	TO		FROM	TO
Omaha, NE	1986	Pres	Omaha, NE	2000	Pres

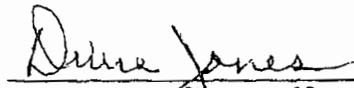
If necessary attach a separate sheet.

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

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

Must be signed in the presence of a notary public by applicant(s) and spouse(s). 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

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

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

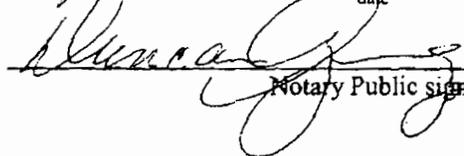
ACKNOWLEDGEMENT

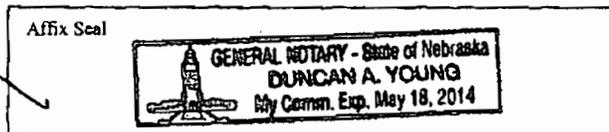
State of Nebraska  
County of Douglas

The foregoing instrument was acknowledged before me this

April 19, 2013  
date

by Donald D. Jones / Debra Jones  
name of person acknowledged

  
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.

RECEIVED

APPLICATION FOR LIQUOR LICENSE CORPORATION INSERT - FORM 3a

Office Use APR 24 2013 NEBRASKA LIQUOR CONTROL COMMISSION

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

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

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

[Redacted line]

Name of Registered Agent: Allan M. Ziebarth, Attorney at Law

[Redacted line]

DDJ INVESTMENTS, INC.

Corporation Address: 13424 Grissom St.

City: Omaha State: NE Zip Code: 68138

Corporation Phone Number: 402.980.3941 Fax Number

Total Number of Corporation Shares Issued: 100

[Redacted line]

Last Name: Jones First Name: Donald MI: D.

Home Address: 13424 Grissom St. City: Omaha

State: NE Zip Code: 68138 Home Phone Number: 402.895.4597

[Handwritten signature of Donald D. Jones]

Signature of President/CEO

ACKNOWLEDGEMENT

State of Nebraska County of Douglas

The foregoing instrument was acknowledged before me this

April 19, 2013 Date

by Donald D. Jones name of person acknowledge

[Handwritten signature of notary]

Affix Seal GENERAL NOTARY - State of Nebraska DUNCAN A. YOUNG My Comm. Exp. May 18, 2014

~~Officers, directors, shareholders, and holding spouses have been identified.~~

*Signed  
Prints  
BC  
Waterreg  
Signed  
Spouse self*

Last Name: Jones First Name: Donald MI: D.  
Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
Title: Sole Shareholder/Sole Director Number of Shares 100  
Pres/VP/Sec/Treas  
Spouse Full Name (indicate N/A if single): Debra Kathryn Jones  
Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_  
Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
Title: \_\_\_\_\_ Number of Shares \_\_\_\_\_  
Spouse Full Name (indicate N/A if single): \_\_\_\_\_  
Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_  
Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
Title: \_\_\_\_\_ Number of Shares \_\_\_\_\_  
Spouse Full Name (indicate N/A if single): \_\_\_\_\_  
Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_  
Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
Title: \_\_\_\_\_ Number of Shares \_\_\_\_\_  
Spouse Full Name (indicate N/A if single): \_\_\_\_\_  
Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

[REDACTED]

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

[REDACTED]

Starting Date: January Ending Date: December

[REDACTED]

YES  NO

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

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

**SPOUSAL AFFIDAVIT OF  
NON PARTICIPATION INSERT**

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

Office Use

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

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

Debra K. Jones  
Printed name of spouse asking for waiver

State of NEBRASKA

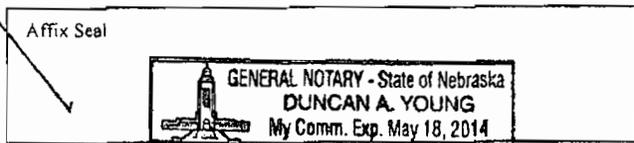
County of DOUGLAS

The foregoing instrument was acknowledged before me this

April 19, 2013  
date

by Debra K. Jones  
name of person acknowledged

Duncan Young  
Notary Public signature



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

Donald D. Jones  
Signature of individual involved with application  
(Spouse of individual listed above)

Donald D. Jones  
Printed name of applying individual

State of NEBRASKA

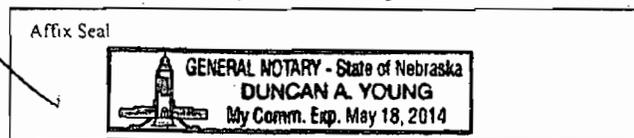
County of DOUGLAS

The foregoing instrument was acknowledged before me this

April 19, 2013  
date

by Donald D. Jones  
name of person acknowledged

Duncan Young  
Notary Public signature



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

# Nebraska Secretary of State

- John A. Gale

## Business Services

Home » Corporation and Business Entity Searches

Tue Apr 30 13:34:50 2013

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



[Back to Search Results](#)

### Pay Services:

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

#### Entity Name

DDJ INVESTMENTS, INC.

SOS Account Number

10149631

#### Principal Office Address

13424 GRISSOM ST.  
OMAHA, NE 68138

#### Registered Agent and Office Address

ALLAN M. ZIEBARTH  
SUITE 2  
1702 S. 10 ST.  
OMAHA, NE 68108

#### Nature of Business

INVESTMENTS, ETC.

#### Entity Type

Domestic Corp  
Qualifying State: NE

#### Date Filed

Jun 22 2011

#### Account Status

Active

#### Corporation Position

#### Name

#### Address

#### President

DONALD D JONES

13424 GRISSOM ST.  
OMAHA, NE 68138

#### Secretary

DONALD D JONES

13424 GRISSOM ST.  
OMAHA, NE 68138

#### Treasurer

DONALD D JONES

13424 GRISSOM ST.  
OMAHA, NE 68138

#### Director

DONALD D JONES

13424 GRISSOM ST.  
OMAHA, NE 68138

### Pay Services:

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

**- Images of Filed Documents**

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

Code	Trans	Date	Price
<b>AP</b>	Articles Perpetual	Jun 22 2011	\$0.45 = 1 page (s) @ \$0.45 per page
<b>PP</b>	Proof of Publication	Aug 10 2011	\$0.45 = 1 page (s) @ \$0.45 per page
<b>TR</b>	Tax Return	Apr 20 2012	\$0.90 = 2 page (s) @ \$0.45 per page

**- Letter of Good Standing**

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

\$6.50

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

**- Certificate of Good Standing**

Click here to order a Certificate of Good Standing which contains the State Seal and signature of the Secretary of State. The certificates are mailed from the Secretary of State's office within 2-3 business days.

\$10.00

Click Here to view FAQ for explanation for requesting a Letter of Good Standing available online or Certificate of Good Standing available from Secretary of State's office.

[Back to Top](#)

**For Help/Information about Images, please view the FAQ. Thank you!**

**If you cannot find the entity you are looking for, contact the Business Division at (402) 471-4079. For technical difficulties/assistance please call Nebraska.gov: 1-800-747-8177**

Articles

RECEIVED - COB

APR 24 2011  
NEBRASKA LIQUOR  
CONTROL COMMISSION

NE Sec of State John A. Gale - CORP AP  
1001067381 Pgs: 1  
DDJ INVESTMENTS, INC.  
Filed: 06/22/2011 01:28 PM

ARTICLES OF INCORPORATION  
OF  
DDJ INVESTMENTS, INC.

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

ARTICLE I -- The name of this corporation shall be: DDJ INVESTMENTS, INC.

ARTICLE II -- The aggregate number of shares which this corporation shall have authority to issue is 10,000 shares, having a par value of \$1.00 each, all of which shall be common stock. All transfers of the shares of this corporation shall be made in accordance with the provisions of the Bylaws of the corporation.

ARTICLE III -- The corporation reserves the right to amend or repeal any provisions contained in these Articles of Incorporation in the manner now and hereafter permitted by law, and all rights conferred upon shareholders herein are granted subject to this reservation.

ARTICLE IV -- The address of the corporation's initial registered office is 1702 S. 10 St., Suite 2, Omaha, NE 68108, and the registered agent at such address is Allan M. Ziebarth.

ARTICLE V -- The name of the Incorporator is Allan M. Ziebarth and his address is 1702 S. 10 St., Suite 2, Omaha, NE 68108.

ARTICLE VI -- Shareholders of the corporation shall have preemptive rights.

ARTICLE VII -- A director of the corporation shall not be personally liable to the corporation or its shareholders for monetary damages for any action taken, or any failure to take action as a director except for liability (i) for the amount of a financial benefit received by a director to which he or she is not entitled; (ii) for intentional infliction of harm on the corporation or its shareholders; (iii) for a violation of Neb. Rev. Stat. Sec. 21-2096; and (iv) for an intentional violation of criminal law.

Dated: June 21, 2011.

  
\_\_\_\_\_  
INCORPORATOR

RECEIVED

BUSINESS PLAN

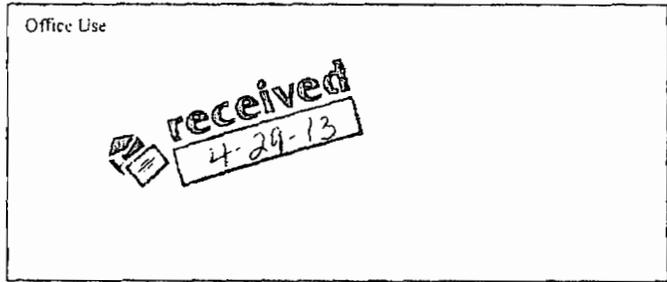
DDJ INVESTMENTS, INC.

NEBRASKA LIQUOR  
CONTROL COMMISSION

The Business Plan is simply to operate as efficiently, and therefore, as profitably, within the confines of the law as possible.

**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**

# WEBBER BROTHERS, INC. d/b/a CRYSTAL BEVERAGE MART #30982

On (date) April 19, 2013 seller and buyer entered into a contract for sale of the business known as WEBBER BROTHERS, INC. d/b/a CRYSTAL BEVERAGE MART

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.

WEBBER BROTHERS, INC.

by Erin A. Webber Pres.  
Signature of Seller

State of Nebraska  
County of Douglas

The forgoing instrument was acknowledged before me this 29 April 2013  
Date

Laura Davis  
Notary Public Signature  
LAURA DAVIS  
General Notary  
State of Nebraska  
My Commission Expires Sep 13, 2013

DDJ INVESTMENTS, INC.

by [Signature] Pres.  
Signature of Buyer

State of Nebraska  
County of SARPY

The forgoing instrument was acknowledged before me this 04/29/2013  
Date

Cheri M. Chandler  
Notary Public Signature  
GENERAL NOTARY - State of Nebraska  
CHERI M. CHANDLER  
My Comm. Exp. Sept. 25, 2018

OK

liquor inventory

#2

COB

CRYSTAL BEVERAGE MART

INVENTORY (SUMMARY)

Liquor	\$	63,630.73
Beer	\$	22,426.30
Misc. Items	\$	14,340.97
Wine	\$	2,776.07
<hr/>		
TOTAL	\$	103,174.07

RECEIVED

APR 23 2011

NEBRASKA LIQUOR  
CONTROL COMMISSION

WINE	Totals		Totals		Totals		Totals		#NAME?
		200ml		750ml		1.5L		Size	
Sterling				750ml		1.5L		Size	
Blue Nun Qualitatswein		\$ -	12 \$ 7.25	\$ 87.00			\$ -	\$ -	\$ 87.00
Moet & Chandon Imperial		\$ -	4 \$ 38.33	\$ 153.32			\$ -	\$ -	\$ 153.32
Moet & Chandon Nectar Rose		\$ -	5 \$ 48.66	\$ 243.30			\$ -	\$ -	\$ 243.30
Yellow Tail Moscato		\$ -	8 \$ 8.25	\$ 66.00			\$ -	\$ -	\$ 66.00
<b>Eagle</b>				750ml		1.5L		Size	
Beringer Red Moscato		\$ -	0 \$ 5.40	\$ -			\$ -	\$ -	\$ -
Beringer White Merlot		\$ -	1 \$ 5.40	\$ 5.40			\$ -	\$ -	\$ 5.40
Beringer White Zinfandel		\$ -	8 \$ 5.40	\$ 43.20			\$ -	\$ -	\$ 43.20
Canei		\$ -	2 \$ 6.41	\$ 12.82			\$ -	\$ -	\$ 12.82
Korbel Champagne		\$ -	1 \$ 12.00	\$ 12.00			\$ -	\$ -	\$ 12.00
Martini & Rossi Asti		\$ -	11 \$ 12.50	\$ 137.50			\$ -	\$ -	\$ 137.50
Merlot by Beringer California Collection		\$ -	0 \$ 5.40	\$ -			\$ -	\$ -	\$ -
<b>Johnson</b>				750ml		1.5L		Size	
Andre		\$ -	34 \$ 3.75	\$ 127.50			\$ -	\$ -	\$ 127.50
Barefoot Merlot		\$ -	4 \$ 8.25	\$ 33.00			\$ -	\$ -	\$ 33.00
Barefoot Moscato		\$ -	9 \$ 5.33	\$ 47.97			\$ -	\$ -	\$ 47.97
Black Swan Cabernet Sauvignon		\$ -	1 \$ 7.08	\$ 7.08			\$ -	\$ -	\$ 7.08
Black Swan Chardonnay		\$ -	0 \$ 7.08	\$ -			\$ -	\$ -	\$ -
Boone's Farm Blue Hawaiian		\$ -	8 \$ 2.25	\$ 18.00			\$ -	\$ -	\$ 18.00
Boone's Farm Fuzzy Navel		\$ -	7 \$ 2.25	\$ 15.75			\$ -	\$ -	\$ 15.75
Boone's Farm Sangria		\$ -	6 \$ 2.25	\$ 13.50			\$ -	\$ -	\$ 13.50
Boone's Farm Snow Creek Berry		\$ -	9 \$ 2.25	\$ 20.25			\$ -	\$ -	\$ 20.25
Boone's Farm Strawberry Daiquiri		\$ -	9 \$ 2.25	\$ 20.25			\$ -	\$ -	\$ 20.25
Boone's Farm Strawberry Hill		\$ -	15 \$ 2.25	\$ 33.75			\$ -	\$ -	\$ 33.75
Boone's Farm Sunshine Pink		\$ -	5 \$ 2.25	\$ 11.25			\$ -	\$ -	\$ 11.25
Boone's Farm Wild Cherry		\$ -	8 \$ 2.25	\$ 18.00			\$ -	\$ -	\$ 18.00
Carlo Rossi		\$ -	17 \$ 6.67	\$ 113.39	4 liter	11 \$ 11.25	\$ 123.75	\$ 237.14	\$ 237.14
Fairbanks		\$ -	5 \$ 4.13	\$ 20.65			\$ -	\$ -	\$ 20.65
Franzia		\$ -		\$ -		5 liter	\$ 153.75	\$ 153.75	\$ 153.75
Gallo Twin Valley Cabernet Sauvignon		\$ -	3 \$ 6.00	\$ 18.00			\$ -	\$ -	\$ 18.00
Gallo Twin Valley White Zinfandel		\$ -	3 \$ 6.00	\$ 18.00			\$ -	\$ -	\$ 18.00
Gallo White Zinfandel		\$ -	2 \$ 6.00	\$ 12.00	3 \$ 6.00	\$ 18.00	\$ -	\$ -	\$ 30.00
Glen Ellen Cabernet	6	\$ 5.63	\$ 33.78				\$ -	\$ -	\$ 33.78
Glen Ellen Merlot	4	\$ 5.63	\$ 22.52				\$ -	\$ -	\$ 22.52
Glen Ellen Pinot Grigio	2	\$ 5.63	\$ 11.26				\$ -	\$ -	\$ 11.26

20

#2



BEER			TOTAL	
Axe	24 oz	32	\$ 0.99	\$ 31.68
	40 oz	0	\$ 1.69	\$ -
Axe Flavors	24 oz can	30	\$ 1.25	\$ 37.50
Bacardi Silver Lemonade	6 pk NR	3	\$ 5.75	\$ 17.25
Bacardi Silver Mojito	6 pk NR	9	\$ 5.75	\$ 51.75
Bacardi Silver Razz	6 pk NR	8	\$ 5.75	\$ 46.00
Bacardi Silver Sangria	6 pk NR	8	\$ 5.75	\$ 46.00
Blue Moon	6 pk NR	7	\$ 5.86	\$ 41.02
Bothemia	6 pk NR	13	\$ 5.80	\$ 75.40
Boulevard Wheat	6 pk NR	6	\$ 5.86	\$ 35.16
Boxer	36 pk	4	\$ 14.60	\$ 58.40
	6pk	2	\$ 2.45	\$ 4.90
Boxer Kegs	1/2 BBL	4	\$ 60.00	\$ 240.00
Bud Ice	40 oz NR	24	\$ 1.92	\$ 46.08
	6 pk NR	10	\$ 4.45	\$ 44.50
	12 pk NR	5	\$ 6.78	\$ 33.90
	6 pk can	8	\$ 5.90	\$ 47.20
	6pk 16 oz can	6	\$ 4.61	\$ 27.66
Bud Keg	1/2 BBL	1	\$ 99.10	\$ 99.10
	1/4 BBL	0		\$ -
Bud Light	22 oz NR	74	\$ 1.65	\$ 122.10
	24 oz can	86	\$ 1.53	\$ 131.58
	40 oz NR	76	\$ 2.25	\$ 171.00
	6 pk NR	24	\$ 5.24	\$ 125.76
	16 oz 6 pk can	32	\$ 5.16	\$ 165.12
	12 pk can	77	\$ 9.63	\$ 741.51
	12 pk NR	71	\$ 9.63	\$ 683.73
	18 pk can	16	\$ 12.25	\$ 196.00
	20 pk NR	31	\$ 13.25	\$ 410.75
	24 pk can	32	\$ 16.80	\$ 537.60
	7 oz case NR	21	\$ 15.52	\$ 325.92
	7 oz case NR	3	\$ 3.88	\$ 11.64
	8 oz 12pk cans	16	\$ 5.70	\$ 91.20
Bud Light Keg	1/2 BBL	4	\$ 99.10	\$ 396.40
	1/4 BBL	0	\$ 56.70	\$ -
Bud Light Lime	6 pk NR	17	\$ 5.71	\$ 97.07
	12 pk NR	2	\$ 10.35	\$ 20.70
	12 pk can	7	\$ 10.35	\$ 72.45
	22 oz NR	32	\$ 1.71	\$ 54.72
Bud Light Lime-A-Rita	16oz 4pk cans	18	\$ 6.00	\$ 108.00
	24oz can	27	\$ 2.02	\$ 54.54
	8oz 12pk can	16	\$ 10.35	\$ 165.60
Bud Light Platinum	22oz NR	24	\$ 1.71	\$ 41.04

#2

40

	6pk NR	22	\$ 5.71	\$	125.62
	12pk NR	9	\$ 10.35	\$	93.15
Bud Select	6 pk NR	7	\$ 5.94	\$	41.58
	12 pk NR	6	\$ 9.83	\$	58.98
Budweiser	22 oz NR	62	\$ 1.65	\$	102.30
	24 oz can	72	\$ 1.53	\$	110.16
	40 oz NR	16	\$ 2.25	\$	36.00
	6 pk NR	22	\$ 5.24	\$	115.28
	16 oz 6 pk can	20	\$ 5.16	\$	103.20
	12 pk can	13	\$ 9.63	\$	125.19
	12 pk NR	12	\$ 9.63	\$	115.56
	18 pk can	7	\$ 12.25	\$	85.75
	20 pk NR	5	\$ 13.25	\$	66.25
	24 pk can	10	\$ 16.80	\$	168.00
	7 oz NR 24 pk	4	\$ 15.52	\$	62.08
	8 oz 12pk can	3	\$5.60		16.80
Busch Light	6 pk NR	14	\$ 4.23	\$	59.22
	12 pk can	11	\$ 7.15	\$	78.65
	12 pk NR	6	\$ 7.15	\$	42.90
	24 pk can	9	\$ 15.30	\$	137.70
Busch Light Keg	1/2 BBL	2	\$ 91.25	\$	182.50
Busch NA	12 pk can	3	\$ 7.98	\$	23.94
	6pk can	2	3.99	7.98	
Camo	24 oz can	20	\$ 0.95	\$	19.00
Carta Blanca	32 oz NR	27	\$ 1.83	\$	49.41
	6 pk NR	16	\$ 4.68	\$	74.88
Chelada's	4 pk Bud	16	\$ 5.63	\$	90.08
	4 pk Bud Lt	15	\$ 5.63	\$	84.45
	24 oz Bud	62	\$ 2.06	\$	127.72
	24 oz Bud Lt	48	\$ 2.06	\$	98.88
Colt 45	40 oz	20	\$ 2.03	\$	40.60
		7	4.10	28.7	
Coors Light	32 oz NR	33	\$ 1.83	\$	60.39
	6 pk NR	23	\$ 5.24	\$	120.52
	12 pk can	15	\$ 9.63	\$	144.45
	12 pk NR	10	\$ 9.63	\$	96.30
	16 oz 6 pk can	16	\$ 5.16	\$	82.56
	24 pk can	7	\$ 16.80	\$	117.60
Coors Light Keg	1/2 BBL	2	\$ 99.10	\$	198.20
	1/4 BBL	1	\$ 56.70	\$	56.70
Coors NA	6 pk NR	17	\$ 3.95	\$	67.15
Coors Original	6 pk NR	9	\$ 5.23	\$	47.07
	12 pk can	7	\$ 9.63	\$	67.41
	16 oz 6 pk can	16	\$ 5.16	\$	82.56
Corona	24 oz NR	35	\$ 1.89	\$	66.15
	24 oz can	21	\$ 1.89	\$	39.69
	6 pk NR	36	\$ 5.94	\$	213.84

#12

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	12 pk NR	87	\$ 11.93	\$ 1,037.91
	7 oz Coronitas	123	\$ 15.20	\$ 1,869.60
	7 oz 6 pk NR	19	\$ 4.30	\$ 81.70
	24 pk NR	0	\$ 21.80	\$ -
	32 oz NR	120	\$ 2.79	\$ 334.80
	16 oz 6pk cans	9	\$ 6.75	\$ 60.75
Corona Light	6 pk NR	7	\$ 5.94	\$ 41.58
	12 pk NR	5	\$ 11.93	\$ 59.65
Dos Equis	6 pk Lager	17	\$ 6.05	\$ 102.85
	6 pk Dark	13	\$ 6.05	\$ 78.65
	16oz 6pk can	29	\$ 1.84	\$ 53.36
Earthquake	24 oz can	29	\$ 0.87	\$ 25.23
Four Loco Cranberry Lemonade	24 oz can	9	\$ 1.72	\$ 15.48
Four Loco Fruit Punch	24 oz can	8	\$ 1.72	\$ 13.76
Four Loco peach	24 oz can	0	\$ 1.72	\$ -
Four Loco Lemonade	24 oz can	12	\$ 1.72	\$ 20.64
Four Loco Watermelon	24 oz can	10	\$ 1.72	\$ 17.20
Four Loco Orange Blend	24 oz can	13	\$ 1.72	\$ 22.36
Four Loco Fruit Punch	6 pk NR	23	\$ 4.12	\$ 94.76
Four Loco Watermelon	6 pk NR	0	\$ 4.12	\$ -
Heineken	24 oz NR	29	\$ 1.84	\$ 53.36
	6 pk NR	12	\$ 6.18	\$ 74.16
	12 pk NR	3	\$ 11.20	\$ 33.60
	6 pk NR Light	8	\$ 6.18	\$ 49.44
	6 pk NR Dark	7	\$ 6.18	\$ 43.26
	5 L Mini Reg	2	\$ 15.75	\$ 31.50
	5 L Mini Light	0	\$ 15.75	\$ -
Keystone Ice	24 oz can	41	\$ 1.16	\$ 47.56
	16 oz 6 pk can	43	\$ 3.24	\$ 139.32
	12 pk can	0	\$ 5.90	\$ -
Keystone Light	24 oz can	41	\$ 1.16	\$ 47.56
	16 oz 6 pk can	153	\$ 3.24	\$ 495.72
	18 pk can	2	\$ 11.45	\$ 22.90
	30 pk can	5	\$ 15.60	\$ 78.00
Magnum	40 oz NR	11	\$ 1.58	\$ 17.38
MGD 64	6 pk NR	7	\$ 5.24	\$ 36.68
Michelob Ultra	6 pk NR	8	\$ 5.40	\$ 43.20
Mickey's	40 oz NR	29	\$ 2.02	\$ 58.58
	6 pk NR	9	\$ 4.53	\$ 40.77
Mike's Hard Black Cherry	6 pk NR	7	\$ 6.35	\$ 44.45
Mike's Hard Cranberry	6 pk NR	3	\$ 6.35	\$ 19.05
Mike's Hard Lemonade	6 pk NR	5	\$ 6.35	\$ 31.75
Mike's Hard Limeade	6 pk NR	10	\$ 6.35	\$ 63.50
Mike's Lite	16 oz	6	\$ 6.35	\$ 38.10
Miller Genuine Draft	6 pk NR	7	\$ 5.24	\$ 36.68
	12 pk can	5	\$ 9.63	\$ 48.15
	12 pk NR	5	\$ 9.83	\$ 49.15

#2

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Miller High Life	40 oz NR	26	\$ 1.78	\$ 46.28
	6 pk NR	7	\$ 4.45	\$ 31.15
	12 pk can	6	\$ 6.38	\$ 38.28
	16 oz 6 pk can	15	\$ 3.74	\$ 56.10
	30 pk can	5	\$ 15.60	\$ 78.00
	32oz can	19	\$ 1.16	\$ 22.04
Miller Lite	24 oz can	0	\$ 1.41	\$ -
	6 pk NR	8	\$ 5.24	\$ 41.92
	12 pk can	7	\$ 9.63	\$ 67.41
	12 pk NR	8	\$ 9.63	\$ 77.04
	16 oz 6 pk can	12	\$ 5.16	\$ 61.92
	24 pk can	6	\$ 16.80	\$ 100.80
Miller Lite Keg	1/2 BBL	2	\$ 99.10	\$ 198.20
	1/4 BBL	2	\$ 56.70	\$ 113.40
Milwaukee's Best	12 pk can	3	\$ 5.73	\$ 17.19
	16 oz 6 pk can	10	\$ 3.25	\$ 32.50
	24 pk can	6	\$ 14.35	\$ 86.10
Milwaukee's Best Ice	12 pk can	8	\$ 5.63	\$ 45.04
	24 pk can	4	\$ 14.35	\$ 57.40
Milwaukee's Best Light	12 pk can	8	\$ 5.63	\$ 45.04
	16 oz 6 pk can	3	\$ 3.25	\$ 9.75
	24 pk can	2	\$ 14.35	\$ 28.70
Modelo Especial	24 oz can	47	\$ 1.50	\$ 70.50
	6 pk can	36	\$ 5.39	\$ 194.04
	6 pk NR	45	\$ 5.94	\$ 267.30
	12 pk can	11	\$ 9.78	\$ 107.58
	12 pk NR	37	\$ 11.93	\$ 441.41
	18 pk can	32	\$ 14.24	\$ 455.68
Rockstar Energy	16oz	83	\$ 1.23	\$ 102.09
Monster				
Monster Dub Mad Dog	18.60z	6	\$ 1.23	\$ 7.38
Monster Dub Mad Dog	16oz	24	\$ 1.23	\$ 29.52
Monster M-80	24oz	366	\$ 1.75	\$ 640.50
Monster Assault	16oz	12	\$ 1.23	\$ 14.76
Monster Assault	24oz	13	\$ 1.75	\$ 22.75
Monster Black Ice	12oz	16	\$ 1.23	\$ 19.68
Monster Energy	16oz	30	\$ 1.23	\$ 36.90
Monster Energy	24oz	16	\$ 1.75	\$ 28.00
Monster Hammer	9.6oz	21	\$ 1.23	\$ 25.83
Monster Import	550ml	22	\$ 1.23	\$ 27.06
Monster Java	15oz	22	\$ 1.23	\$ 27.06
Monster Kaos	16oz	21	\$ 1.23	\$ 25.83
Monster Kaos	24oz	22	\$ 1.75	\$ 38.50
Monster Low Carb	24oz	7	\$ 1.75	\$ 12.25
Monster Nitrous-AntiGvty	12oz	31	\$ 1.23	\$ 38.13
Monster Nitrous-KillrB	12oz	25	\$ 1.23	\$ 30.75
Monster Nitrous-S Dry	12oz	13	\$ 1.23	\$ 15.99
Monster Rehab Red	15.5 oz	20	\$ 1.23	\$ 24.60

#2

Monster Rehab	15.5oz	26	\$ 1.23	\$ 31.98
Monster Zero	16oz	6	\$ 1.23	\$ 7.38
Natural Ice	24 oz can	53	\$ 1.20	\$ 63.60
	12 pk can	7	\$ 6.80	\$ 47.60
	16 oz 6 pk can	8	\$ 3.43	\$ 27.44
	30 pk can	4	\$ 15.30	\$ 61.20
Natural Light	12 pk can	5	\$ 6.80	\$ 34.00
	16 oz 6 pk can	3	\$ 3.43	\$ 10.29
	18 pk can	0	\$ 15.50	\$ -
Negro Modelo	6 pk NR	16	\$ 5.94	\$ 95.04
	12 pk NR	3	\$ 11.93	\$ 35.79
O'Doul's	12 pk can	16	\$ 4.80	\$ 76.80
Old Milwaukee	16 oz 6 pk can	0	\$ 3.49	\$ -
	12 pk can	7	\$ 6.20	\$ 43.40
	30 pk can	0	\$ 12.95	\$ -
Olde English	40 oz NR	21	\$ 2.02	\$ 42.42
Pabst	24 oz can	8	\$ 13.95	\$ 111.60
	16 oz 6 pk can	10	\$ 3.74	\$ 37.40
	12pk NR	4	\$ 6.98	\$ 27.92
	12 pk can	5	\$ 5.90	\$ 29.50
	keg 1/4	3	\$ 72.50	\$ 217.50
Pacifico	24 oz NR	0	\$ 1.89	\$ -
	6 pk NR	17	\$ 5.94	\$ 100.98
	12 pk NR	7	\$ 11.93	\$ 83.51
Red Bull	8.4 oz Reg	36	\$ 1.39	\$ 50.04
	8.4 oz Light	31	\$ 1.39	\$ 43.09
	12 oz Reg	38	\$ 1.87	\$ 71.06
	12 oz Light	22	\$ 1.87	\$ 41.14
	16 oz light	35	\$ 2.50	\$ 87.50
	16 oz Reg	24	\$ 2.50	\$ 60.00
	8.4 oz Reg Box	18	\$ 5.58	\$ 100.44
	8.4 oz Light Box	23	\$ 5.58	\$ 128.34
Sam Adams	6 pk NR	6	\$ 5.93	\$ 35.58
WhiteWater IPA	6pk NR	5	\$ 5.93	\$ 29.65
Sol	32 oz NR	53	\$ 1.83	\$ 96.99
	6 pk NR	15	\$ 5.80	\$ 87.00
	12 pk NR	9	\$ 12.10	\$ 108.90
Sparks	4-pk	5	\$ 4.12	\$ 20.60
	16 oz singles	0	\$ 1.27	\$ -
Steel Reserve	24 oz can	24	\$ 0.90	\$ 21.60
	12 pk can	3	\$ 6.40	\$ 19.20
Tecate	24 oz can	27	\$ 1.40	\$ 37.80
	32 oz NR	42	\$ 1.83	\$ 76.86
	6 pk can	34	\$ 4.65	\$ 158.10
	12 pk can	40	\$ 9.65	\$ 386.00

#2

Twisted Tea	6 pk NR	5		\$	28.15
AM	24oz can	84		\$	79.80
Guinness Drought	6pk NR	6		\$	38.28
Guinese Lager	6pk NR	8		\$	51.04
				\$	-
New Castle	6pk NR	3		\$	19.14
	Mini Keg	2	\$ 15.75	\$	31.50
Jeremiah Weed	24oz Can	39	\$ 1.53	\$	59.67
<b>Total</b>				\$	<b>22,426.30</b>

#2

BRANDY		Total		Total		Total		Total		Total
Sterling		50ml		200ml		375ml		750ml		Total
Christian Brothers	121	\$ 0.70	24	\$ 2.62	27	\$ 4.33	8	\$ 8.25	\$ 66.00	
Eagle		50ml		200ml		375ml		750ml		
Azteca De Oro		\$ -		\$ -		\$ -	9	\$ 22.75	\$ 204.75	
Don Pedro		\$ -		\$ -		\$ -	2	\$ 30.76	\$ 61.52	
Korbel		\$ -	0	\$ 2.58		\$ -	1	\$ 9.65	\$ 9.65	
Presidente		\$ -		\$ -		\$ -	8	\$ 15.33	\$ 122.64	
Johnson		50ml		200ml		375ml		750ml		
E & J VSOP		\$ -	21	\$ 3.00	23	\$ 5.20	10	\$ 9.58	\$ 95.80	
E & J		\$ -	17	\$ 2.50	11	\$ 4.58	7	\$ 9.17	\$ 64.19	
Phillips Apple		\$ -		\$ -		\$ -	1	\$ 9.47	\$ 9.47	
Falcon		50ml		200ml		375ml		750ml		
Black Velvet		\$ -		\$ -		\$ -	1	\$ 11.90	\$ 11.90	
DeKuyper Apricot		\$ -		\$ -		\$ -	3	\$ 8.95	\$ 26.85	
Leroux Rock Rock N Rye		\$ -		\$ -		\$ -	10	\$ 9.25	\$ 92.50	
Leroux Blackberry		\$ -	22	\$ 2.87	22	\$ 5.33	2	\$ 9.25	\$ 18.50	
Paul Mason	119	\$ 0.78	6	\$ 1.70	11	\$ 6.37	8	\$ 8.45	\$ 67.60	
Paul Mason VSOP		\$ -	5	\$ 1.87		\$ -		\$ -	\$ -	
St. Remy Authentic VSOP		\$ -		\$ -		\$ -	4	\$ 10.50	\$ 42.00	
COGNAC										
Sterling		50ml		200ml		375ml		750ml		
Ansac		\$ -		\$ -		\$ -	10	\$ 13.92	\$ 139.20	
Hennessy	9	\$ 3.27	19	\$ 7.81	18	\$ 14.12	5	\$ 27.33	\$ 136.65	
Hennessy Privilege		\$ -		\$ -		\$ -	2	\$ 59.83	\$ 119.66	
Navan		\$ -		\$ -	5	\$ 17.29		\$ 86.45	\$ -	
Eagle		50ml		200ml		375ml		750ml		
Martell		\$ -		\$ -		\$ -	9	\$ 25.25	\$ 227.25	

#2





























Wild Turkey 101	12	\$ 1.53	\$ 18.36	10	\$ 5.79	\$ 57.90	8	\$ 9.08	\$ 72.64	6	\$ 19.25	\$ 115.50
Wild Turkey 81 Proof		\$ -	\$ -		\$ -	\$ -			\$ -	7	\$ 17.25	\$ 120.75
Wild Turkey American Honey	16	\$ 1.55	\$ 24.80						\$ -	2	\$ 17.67	\$ 35.34
Wild Turkey Kentucky Reserve									\$ -	2	\$ 18.25	\$ 36.50
Wild Turkey Rare Breed									\$ -	1	\$ 29.00	\$ 29.00
Wild Turkey Russell's Reserve									\$ -	2	\$ 22.50	\$ 45.00
Windsor Canadian				1	\$ 2.58	\$ 2.58	0	\$ 4.65	\$ -	2	\$ 7.96	\$ 15.92
Johnson			50ml			200ml			375ml			750ml
Kentucky's Finest Bourbon			\$ -			\$ -			\$ -	5	10.83	\$ 54.15
McAdams Canadian			\$ -			\$ -			\$ -			\$ -
Misc. Venders												
Riding Rock Peppermint Schnapps												
Hiram Walker										4	\$ 8.96	\$ 35.84
Fire Fly Peachtree										1	\$ 8.70	\$ 8.70
Sylk Cream										2	\$ 16.69	\$ 33.38
Thatcher's Apple Spice Ginger										0	\$ 15.37	\$ -
Thatcher's Blood Orange										0	\$ 19.30	\$ -
Thatcher's Elderflower										1	\$ 19.30	\$ 19.30
Dailys (all mixes)										1	\$ 19.30	\$ 19.30
TGIF Vodka Martini										56	\$ 3.17	\$ 177.52
TGIF Mudslide										0	\$ 6.92	\$ 6.92
TGIF Pina Colada										1	\$ 6.92	\$ 6.92
TGIF Strawberry Daquiri										4	\$ 6.92	\$ 27.68
Lucid										5	\$ 47.38	\$ 236.90
Go Big Red										7	\$ 7.88	\$ 55.16
Jimmy Luvs Bloody Mary Mix										4	\$ 5.38	\$ 21.52
Canadian Tonic Waters										38	\$ 1.53	\$ 58.14
Finest Call Mojito										9	\$ 5.38	\$ 48.42
Cuervo Strawberry Lime non alc										1	\$ 5.29	\$ 5.29
Cuervo Classic Lime non alc										2	\$ 5.29	\$ 10.58
Finest Call Bloody Msaty Mix										9	\$ 5.38	\$ 48.42
Sangrita Viuda De Sanchez										24	\$ 5.38	\$ 129.12
Ron Diaz	8	\$ 0.67	\$ 5.36									
Frangelico			\$ -						\$ -	1	\$ 21.94	\$ 21.94
Roses Granadine										4	\$ 2.63	\$ 10.52
Roses Sweetened Lime Juice										5	\$ 3.02	\$ 15.10
Total												

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MISC. ITEMS					TOTAL
420 Cleaner	4 oz	2	\$	4.50	\$ 9.00
420 Smogout	4 oz	3	\$	7.50	\$ 22.50
Acrylic Water Pipe 15.99	characters	2	\$	6.50	\$ 13.00
Acrylic Water Pipe 10.99 w/lid	small	5	\$	2.75	\$ 13.75
Acrylic Water Pipe 8.00	Mini	4	\$	2.00	\$ 8.00
key chain Pipe 1.99	Mini	15	\$	1.00	\$ 15.00
Protractor 2.99	small	2	\$	0.70	\$ 1.40
Screens 2.19	metal	868	\$	0.03	\$ 26.04
Credit Card Scale	24.99	3	\$	14.75	\$ 44.25
Credit Card Scale	19.99	2	\$	10.50	\$ 21.00
Wooded Cigarette Holder	8	5	\$	8.50	\$ 42.50
Ashtrays 2.19	Wooden	2	\$	1.60	\$ 3.20
Incense 0.50		50	\$	0.28	\$ 14.00
incense 1.49		39	\$	0.81	\$ 31.59
Pipe Cleaners	1.39	240	\$	0.73	\$ 175.20
Roach Clips	dice	4	\$	1.00	\$ 4.00
Small Roller 3.99	tobacco	3	\$	2.50	\$ 7.50
Large Roller 4.99	tobacco	3	\$	3.00	\$ 9.00
Grinders 14.99	small	2	\$	7.50	\$ 15.00
Grinders 17.99	large	2	\$	9.00	\$ 18.00
Advil		0	\$	0.60	\$ -
Alka-Seltzer Plus		0	\$	0.79	\$ -
Auto Express Air Freshner		7	\$	0.80	\$ 5.60
Batteries 'D' Panasonic		4	\$	0.75	\$ 3.00
BBQ Grill		3	\$	3.29	\$ 9.87
Bean Dip		4	\$	0.77	\$ 3.08
Beer Nuts	5.5 oz	4	\$	1.45	\$ 5.80
Beer Nuts Almonds	4 oz	11	\$	1.81	\$ 19.91
Beer Nuts Bar Mix	3.25 oz	4	\$	1.19	\$ 4.76
Beer Nuts Cashews	4 oz bag	9	\$	1.99	\$ 17.91
Blow Pop		94	\$	0.10	\$ 9.40
Brown Jersey Gloves		7	\$	1.49	\$ 10.43
Capstix		19	\$	1.00	\$ 19.00
Chamber Pipes		2	\$	4.75	\$ 9.50
Chamber Pipes		4	\$	4.75	\$ 19.00
Cheez-its	1.5 oz	10	\$	0.53	\$ 5.30
Chips Ahoy		4	\$	0.46	\$ 1.84
Clear Eyes		2	\$	1.60	\$ 3.20
Copper Pads		23	\$	0.44	\$ 10.12
Cold Relief		4	\$	1.36	\$ 5.44
Dentine Ice	1.39	25	\$	0.81	\$ 20.25
Trojan Fire & Ice	3.39	4	\$	2.41	\$ 9.64
Trojan Magnum	2.79	5	\$	2.03	\$ 10.15
Trojan Blue Box	2.59	7	\$	1.46	\$ 10.22
Trojan Non Lubricated	2.79	3	\$	1.77	\$ 14.35
Trojan Sensations	2.99	7	\$	2.05	\$ 14.35
Trojan Ultra Ribbed	2.79	2	\$	1.77	\$ 3.54
Sinus Relief		1	\$	1.36	\$ 1.36
Allergy Sinus Relief		1	\$	1.36	\$ 1.36
DayQuill		12	\$	0.72	\$ 8.64
Butane		8	\$	1.65	\$ 13.20
Planters Salted Peanuts		47	\$	0.41	\$ 19.27
Planters Salted Cashews		8	\$	0.41	\$ 3.28
Munchies Crackers		13	\$	1.12	\$ 14.56
Blk & Mld Wood Tio Wine	5pk	3	\$	3.08	\$ 9.24
Swisher Mini	3 pk	33	\$	3.71	\$ 122.43
Planters Honey Roasted		30	\$	0.41	\$ 12.30
Tums		2	\$	0.79	\$ 1.58

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Cornnuts		37	\$	0.56	\$	20.72
Crystal Beverage T-Shirt	XL	2	\$	-	\$	-
Dentynne Gum		48	\$	0.81	\$	38.88
Dice		3	\$	0.21	\$	0.63
Excedrin		3	\$	0.55	\$	1.65
Famous Amos		5	\$	0.53	\$	2.65
Fat Dick T-Shirts	XL	1	\$	9.00	\$	9.00
Fig Newtons		9	\$	0.46	\$	4.14
Foam Coolers		8	\$	3.94	\$	31.52
Frito Lay Chips	3 3/4 oz	105	\$	1.04	\$	109.20
Frito Lay Chips	6 1/2 oz	1	\$	2.57	\$	2.57
Frito Lay Chips	2 7/8 oz	14	\$	1.04	\$	14.56
Frito Lay Chips	9 oz	2	\$	3.16	\$	6.32
Frito Lay Chips	9 3/4 oz	11	\$	2.57	\$	28.27
Frito Lay Chips	6 oz	6	\$	1.47	\$	8.82
Frito Lay Chips	4 1/2 oz	14	\$	2.94	\$	41.16
Frito Lay Chips	4 1/4 oz	3	\$	2.94	\$	8.82
Frito Lay Chips 2 for 1.00	1 oz	15	\$	0.39	\$	5.85
Frito Lay Chips	8 oz	6	\$	2.42	\$	14.52
Frito Lay Chips	3 3/8	23	\$	1.04	\$	23.92
Frito Lay Chips	4 oz	8	\$	1.04	\$	8.32
Frito Lay Chips	3 3/8	18	\$	1.04	\$	18.72
Frito Lay Chips	1 1/2	12	\$	0.97	\$	11.64
Frito Lay Sunflower seeds	1 7/8	173	\$	0.39	\$	67.47
Frito Lay Sunflower seeds	4 1/4	64	\$	0.62	\$	39.68
Frito Lay sunflower seeds	9oz	6	\$	1.49	\$	8.94
Frito Lay peanuts	4 1/2	11	\$	0.62	\$	6.82
Frito Lay Chips	2 7/8	39	\$	1.04	\$	40.56
Frito Lay Chips 2 gor 1.00	1 1/4	23	\$	0.39	\$	8.97
Frito Lays	8 1/2	6	\$	2.57	\$	15.42
Frito Lays	10 1/2	4	\$	2.57	\$	10.28
Frito Lays	2 5/8	27	\$	1.04	\$	28.08
Frito Lays	2 1/8	3	\$	0.97	\$	2.91
Frito Lays	3 1/4	43	\$	1.04	\$	44.72
Frito Lays	4 1/2	8	\$	1.47	\$	11.76
Frito Lays	4 3/4	4	\$	1.47	\$	5.88
Frito Lay Chips	10oz	9	\$	2.57	\$	23.13
Gels Body Clean		1	\$	10.00	\$	10.00
Glass Bubbles		38	\$	1.50	\$	57.00
Glass Pipe Small	6.99	2	\$	2.00	\$	4.00
Glass Pipe large	109.99	1	\$	79.99	\$	79.99
Glass Pipe small	19.99	41	\$	6.00	\$	246.00
Glass Pipe green	18.99	1	\$	9.99	\$	9.99
Glass Pipe yellow	16.99	1	\$	8.99	\$	8.99
Glass Pipe steamroller	25.99	2	\$	12.99	\$	25.98
Glass Water Pipe medium	29.99	13	\$	16.99	\$	220.87
Glass Pipe large	89.99	1	\$	59.99	\$	59.99
Glass Pipe skull large	169.99	1	\$	109.99	\$	109.99
Glass pipe large	75.99	1	\$	49.99	\$	49.99
Grandma's Cookies		20	\$	0.59	\$	11.80
Gum		242	\$	0.19	\$	45.98
Halls		83	\$	0.76	\$	63.08
Hidden Wall Safe		1	\$	3.50	\$	3.50
Hot Mama Pickles		18	\$	0.81	\$	14.58
Jacklinks Original	1.5 oz	13	\$	0.93	\$	12.09
Jacklinks Original	1 oz	13	\$	1.05	\$	13.65
Jacklinks Original	2 oz	6	\$	1.54	\$	9.24
Jacklinks Sweet & Hot	2 oz	16	\$	1.54	\$	24.64
Jacklinks Teriyaki	1.5 oz	11	\$	0.93	\$	10.23
Jacklinks Teriyaki	2 oz	7	\$	1.54	\$	10.78
Keebler Cookies		5	\$	1.41	\$	7.05

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Leverage		20	\$	3.25	\$	65.00
Lock De-Icer		3	\$	0.79	\$	2.37
Love Roses		16	\$	0.16	\$	2.56
Matador Snack Sticks		43	\$	0.77	\$	33.11
Metal Color Pipe		3	\$	2.75	\$	8.25
Metal Lids		6	\$	1.00	\$	6.00
Miller Coozie		8	\$	0.70	\$	5.60
MP3 scale		2	\$	12.50	\$	25.00
Mrs. Freshley's Cupcakes		3	\$	0.79	\$	2.37
Mrs. Freshley's Fudge Brownies		14	\$	0.79	\$	11.06
Mrs. Freshley's Honey Buns		10	\$	0.79	\$	7.90
Mrs. Freshley's Iced Buns		6	\$	0.79	\$	4.74
Mrs. Freshley's Jumbo Cinnamon		9	\$	0.79	\$	7.11
NyQuil Cold/Flu		12	\$	0.92	\$	11.04
Oreos		15	\$	0.72	\$	10.80
Paper Plates		3	\$	2.25	\$	6.75
Peppered Beef Steak	1 oz	6	\$	2.09	\$	12.54
Peppered Jumbo	2 oz	8	\$	3.29	\$	26.32
Pickled Asparagus Lg	32 oz	28	\$	5.37	\$	150.36
Pickled Asparagus Sm	16 oz	27	\$	0.81	\$	21.87
Planters Pistachios Reg.		53	\$	1.04	\$	55.12
Plastic Cups		11	\$	3.23	\$	35.53
Plastic Cutlery		4	\$	0.57	\$	2.28
Playing Cards		30	\$	0.50	\$	15.00
Real Lime Squeezes		42	\$	0.54	\$	22.68
Rice Krispie Treats		10	\$	0.48	\$	4.80
Ring Pop		13	\$	0.79	\$	10.27
Tijuana Mama		12	\$	0.80	\$	9.60
Toilet Paper		1	\$	1.80	\$	1.80
Tostito's Salsa		1			\$	0.99
Trident Gum		72	\$	0.73	\$	52.56
Triton T2		1	\$	10.50	\$	10.50
Trojan Condoms		18	\$	1.54	\$	27.72
Trojan Fire & Ice		0	\$	2.00	\$	-
Turkey Creek Pork Skins	2 oz	55	\$	0.66	\$	36.30
Tylenol Extra		5	\$	0.55	\$	2.75
Snickers	2 to go	8	\$	1.15	\$	9.20
Mamba		23	\$	0.65	\$	14.95
Lifesavers		32	\$	0.67	\$	21.44
Twizzlers		12	\$	1.07	\$	12.84
SourPunch		23	\$	0.55	\$	12.65
Mike&Ikes		15	\$	0.69	\$	10.35
Salted nutroll		27	\$	0.65	\$	17.55
Starburst		58	\$	0.65	\$	37.70
Kit Kat		18	\$	0.65	\$	11.70
3 Musketeers		36	\$	0.65	\$	23.40
Butterfinger		12	\$	0.65	\$	7.80
Twix		29	\$	0.65	\$	18.85
Hersheys original		32	\$	0.65	\$	20.80
Hersheys cocokies n cream		19	\$	0.65	\$	12.35
Airheads X-treme		7	\$	0.56	\$	3.92
Sargentos Crackers		23	\$	0.25	\$	5.75
Resses		27	\$	0.65	\$	17.55
Babyruth		18	\$	0.65	\$	11.70
m&m		59	\$	0.65	\$	38.35
Dots		24	\$	0.65	\$	15.60
Snickers reg		39	\$	0.65	\$	25.35
Almond Joy		6	\$	0.65	\$	3.90
Cacaguate		14	\$	0.98	\$	13.72
Duvalin		16	\$	0.87	\$	13.92
Promex Paleta		20	\$	0.67	\$	13.40

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Promex Small Chips		196	\$	0.98	\$	192.08
Promex Large Chips		98	\$	1.95	\$	191.10
Liquid Ice		208	\$	1.07	\$	222.56
Tootsie Roll		18	\$	0.65	\$	11.70
Skittles		69	\$	0.65	\$	44.85
Washer Fluid		3	\$	1.40	\$	4.20
<b>CIGARETTES</b>						
Basic		44	\$	4.49	\$	197.56
Blunt Wraps Double Platinum		155	\$	0.50	\$	77.50
B & H		23	\$	6.25	\$	143.75
Kents		15	\$	5.19	\$	77.85
TimeLess		36	\$	2.79	\$	100.44
Pyramids		23	\$	3.37	\$	77.51
Maroboro Camels		555	\$	5.06	\$	2,808.30
Middleton Cigars Blk & Mid		132	\$	0.78	\$	102.96
Newport		56	\$	5.45	\$	305.20
Paulmall		10	\$	4.14	\$	41.40
Swisher Sweets Cigars	Singles	78	\$	0.66	\$	51.48
Swisher Blueberry 0.59 ea	singles	67	\$	0.36	\$	24.12
Wildhorse		393	\$	2.79	\$	1,096.47
Winstons		15	\$	4.92	\$	73.80
Ashtrays - Mini		3	\$	1.25	\$	3.75
Bic Lighters - Large		57	\$	0.78	\$	44.46
Bic Lighters - Small		15	\$	0.58	\$	8.70
Lighters - Cheap		66	\$	0.13	\$	8.58
Lighters - Designers		48	\$	0.83	\$	39.84
Topps Rolling Papers		22	\$	0.78	\$	17.16
Zig Zag Wraps		40	\$	0.56	\$	22.40
ZigZags papers		82	\$	1.15	\$	94.30
Kingsford Charcoal	4.2 lbs	3	\$	5.34	\$	16.02
Charcoal Chef Lighter Fluid	32oz	2	\$	5.45	\$	10.90
Polar Antifreeze	10oz	10	\$	3.90	\$	39.00
Popar Windshield Wipper Fluid	1g	3	\$	2.76	\$	8.28
<b>Total</b>					\$	<b>10,044.33</b>
<b>BEVERAGES</b>						
Pepsi	12 oz cans	34	\$	0.50	\$	17.00
	6 pk cans	5	\$	2.15	\$	10.75
	12 pk cans	14	\$	4.25	\$	59.50
	20 oz bottles	703	\$	0.60	\$	421.80
	1 liter	123	\$	1.38	\$	169.74
	2 liters	237	\$	1.60	\$	379.20
Coke	12 oz cans	61	\$	0.50	\$	30.50

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	6 pk cans	6	\$	2.15	\$	12.90
	12 pk cans	17	\$	4.25	\$	72.25
	20 oz bottles	273	\$	0.81	\$	221.13
	1 liter	90	\$	1.31	\$	117.90
	2 liters	197	\$	1.30	\$	256.10
7up, Squirt, Dr. Pepper	12 oz cans	11	\$	0.50	\$	5.50
	6 pk cans	1	\$	2.15	\$	2.15
	12 pk cans	13	\$	4.25	\$	55.25
	20 oz bottles	519	\$	1.25	\$	648.75
	1 liter	172	\$	0.94	\$	161.68
	2 liters	267	\$	1.29	\$	344.43
	16 oz can	148	\$	0.47	\$	69.56
	24 oz can	126	\$	0.88	\$	110.88
Aquafina Water	20 oz	36	\$	1.23	\$	44.28
Dasani Water	20 oz	66	\$	1.23	\$	81.18
Full Throttle	16oz	18			\$	31.50
Lipton Teas	16oz	79	\$	0.87	\$	68.73
Jones Pop		132	\$	0.99	\$	130.68
Nesquik		26	\$	1.35	\$	35.10
Clamato	32oz	15	\$	3.05	\$	45.75
Clamato	64oz	5	\$	5.35	\$	26.75
Cambels Tomato Juice		19	\$	2.90	\$	55.10
Ocean Spray Cranberry		18	\$	2.90	\$	52.20
Gatorade	20 oz	150	\$	0.78	\$	117.00
Gatorade	32 oz	105	\$	1.49	\$	156.45
So Be Energy	20oz	96	\$	1.26	\$	120.96
V8 Original	20oz	8	\$	1.04	\$	8.32
V8 Splash	16 oz	57	\$	1.04	\$	59.28
V8 Splash Fusion	12 oz	44	\$	1.04	\$	45.76
V8 Vegetable Hot & Spicy	12 oz	14	\$	1.04	\$	14.56
<b>ARROW WHOLESALE</b>						
Lemonade	1/2 Gal.	6	\$	1.19	\$	7.14
Milk 2 %	1/2 Gal.	1	\$	2.47	\$	2.47
Milk 2 %	Gallon	1	\$	4.58	\$	4.58
Milk Vitamin D	1/2 Gal.	2	\$	2.64	\$	5.28
Milk Vitamin D	Gallon	0	\$	4.95	\$	-
Orange Drink	Gallon	3	\$	1.52	\$	4.56
Orange Juice	1/2 gal.	2	\$	1.50	\$	3.00
Orange Juice	gallon	2	\$	3.50	\$	7.00
Tampico Punch	Gallon	1	\$	2.04	\$	2.04
<b>Total</b>					\$	<b>4,296.64</b>

TOTAL \$ 14,340.97

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Business

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CONDITIONAL AGREEMENT FOR SALE AND PURCHASE OF ASSETS

THIS CONDITIONAL AGREEMENT FOR SALE AND PURCHASE OF ASSETS ("Agreement") is entered into by and among WEBBER BROTHERS, INC., f/k/a CRYSTAL BEVERAGE MART, INC., a Nebraska corporation ("Seller"), ERIC A. WEBBER and ADAM P. WEBBER ("Shareholder ERIC" and "Shareholder ADAM", respectively, individually, and "Shareholders" collectively), and DDJ INVESTMENTS, INC., a Nebraska corporation ("Buyer").

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

A. Seller owns and operates a retail food, alcoholic and non-alcoholic drink and snack food item sales operation under the licensed trade name "CRYSTAL BEVERAGE MART" ("the Beverage Business") from real property and the improvements located thereon ("the Premises") leased from GTJ INVESTMENTS, INC., a Nebraska corporation, in Douglas County, Nebraska, commonly known as 4807 -- 4809 S. 20 St., Omaha, NE 68107, using personal property leased from GTJ INVESTMENTS, INC.

B. Seller and Shareholders, who own all issued and outstanding shares in and of Seller, desire to sell the assets and inventory of the Beverage Business as a going concern, which assets and inventory constitute all or substantially all of the assets of the Seller.

C. Shareholder ERIC and Shareholder ADAM manage the day-to-day affairs of the Seller and desire that this transaction be consummated.

D. The parties are in agreement upon the terms and conditions of the sale and purchase of the Beverage Business.

E. The purpose of this Agreement is to set forth in writing the terms and conditions governing the sale and purchase of the Beverage Business.

F. By separate conditional agreements, Seller is assigning to Buyer all of Seller's rights and interests in and to the

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Commercial Equipment Lease Agreement for the equipment used in the Beverage Business and the Business Property Lease Agreement for the Premises, and Buyer is accepting such assignments and assuming Seller's obligations thereunder.

NOW, THEREFORE, in consideration of (i) the recitals, which are a contractual part of this Agreement, (ii) the specific consideration set forth below, and (iii) the mutual agreements, provisions and covenants herein contained, which are hereby acknowledged by the parties herein as sufficient consideration, IT IS AGREED AS FOLLOWS:

1. Sale and Purchase. Subject to the terms and conditions of this Agreement, and in reliance on the representations and warranties herein contained and the schedules attached hereto, Buyer agrees to purchase, and Seller hereby agrees to sell, convey, assign, transfer and deliver to Buyer at Closing, free and clear of all liens, pledges, encumbrances or special taxes of any kind, nature, or description the assets, tangible or intangible, of the Beverage Business as a going concern, including, but not limited to, equipment, furniture and fixtures, inventory, general intangibles, etc. as further described below. Unless otherwise specifically provided herein, this sale does not include cash, prepaid expenses, deposits, accounts receivable, licenses, accounts payable, insurance, or any liabilities of the Beverage Business.

1.1. Furniture, Fixtures and Equipment. All furniture, fixtures and equipment as now located at the Beverage Business is set forth in Schedule 1.1, attached hereto and incorporated herein by reference. All items will remain on location in "AS IS/WHERE IS" condition and repair from date to Closing. At Closing, all such furniture, fixtures, and equipment (with the exception of any furniture, fixtures, and equipment identified as not owned on said Schedule) will be transferred from Seller to Buyer pursuant to the Conditional Assignment/Acceptance/Assumption/Consent of Commercial Equipment Lease Agreement and Lease Obligations Agreement by and between Seller and Buyer.

1.2. Inventory. Seller will transfer and turn over to Buyer at Closing, free and clear of all liens, pledges, encumbrances or special taxes of any kind, nature or description, the inventory of items used in the business, including food, liquor, supplies and miscellaneous on hand, being not less than the sum allocated and set forth in Exhibit "A" attached hereto and incorporated herein by this reference; all such food and liquor inventory shall be valued at Seller's cost, subject to verification, and Seller will supply Buyer with all invoices and shipping data that Seller has on the food and liquor inventories being transferred. The parties and/or their representatives shall take inventory following the close of business on the day immediately preceding the Closing Date. The liquor, supplies,

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miscellaneous, and food inventory is included in the purchase price.

1.3. Going Business/Name. Seller and/or Shareholders, as the case may be, will set over and assign to Buyer at Closing, the going business of "CRYSTAL BEVERAGE MART", together with an assignment of or a license to use the name "CRYSTAL BEVERAGE MART" as a Tradename in Nebraska. Items of going business passing from Seller to Buyer include the advantage of prior advertising; customer lists; phone numbers; all literature; inventory data; etc. Seller will execute all forms or assignments necessary to notice suppliers, customers, and other interested parties, and to advise of the change of ownership. Buyer, at its own expense, may advertise through the media of the change of ownership after Closing.

1.4. Telephone Service/Advertising/Website/E-mail. Seller agrees to assign, and Buyer agrees to accept assignment of and assume responsibility for, Seller's current telephone listing, telephone advertising, website, and e-mail service, if any, for the Beverage Business, as set forth in Schedule 1.4, attached hereto and incorporated herein by reference, and Seller shall sign any document required by Century Link or COX COMMUNICATIONS or other business providing current service and/or advertising to transfer its telephone listing, number and/or advertising to Buyer. The cost of service and/or advertising shall be pro-rated through the date of Closing, and Buyer shall reimburse Seller at Closing for any unrefunded deposit made by Seller for such service.

1.5. Insurance. Buyer shall be responsible for obtaining all required or desired insurance coverages to be in effect at Closing. Seller shall be entitled to the refund of prepaid insurance premiums.

1.6. Utilities. Any and all deposits made by the Seller for utility service including, but not limited to, deposits for electrical service, water service, gas service, etc. shall remain the property of Seller who shall be entitled to the refund of same, and it shall be the responsibility of Buyer to arrange for the continuation of such services as well as the payment of any deposits and/or other costs associated with the transfer of liability for same. Utilities shall be pro-rated through the Closing Date.

1.7. Licenses/Permits. It shall be the responsibility of the Buyer to apply for and obtain any licenses or permits required for operating the business from and after the Closing Date, including, but not limited to, a Class D Liquor License, a Tobacco and Cigarette License, and a Retail Food Store Permit. Seller agrees to surrender the liquor license at its present location in order to aid Buyer in obtaining its liquor license,

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and Seller shall further cooperate and assist Buyer in the procuring of any other desired or required licenses or permits, at Buyer's expense.

1.8. Employees. Buyer shall be solely responsible for hiring employees from and after the Closing Date.

1.9. Cash/Accounts Receivable/Accounts Payable. Seller's cash on hand and bank deposits at the time of Closing will remain the property of the Seller, and, as they exist at Closing, the accounts receivable and accounts payable associated with the Beverage Business will remain the property of and the responsibility of the Seller.

1.10. Liabilities. Other than as set forth specifically herein, being Buyer approved entertainment bookings, Buyer is assuming no liabilities of Seller.

2. Consideration/Allocation of Purchase Price. In consideration of such sale, conveyance, assignment, transfer and delivery, Buyer agrees to pay to Seller, the purchase price in the amount of One Hundred Thirty-five Thousand and no/100 Dollars (US\$135,000.00), allocated as determined by Buyer for tax reporting purposes, including the cost of the liquor, food, supplies and miscellaneous inventory, transferred in the following manner:

2.1. Earnest Deposit. The sum of One Thousand and no/100 Dollars (US\$1,000.00) in readily available funds as an earnest money deposit tendered by Buyer upon the signing of this Agreement; in the event Buyer shall fail to obtain a Class D Liquor License for the Premises, said deposit shall be returned to Buyer; and

2.2. Balance. An additional payment for the balance of the purchase price in readily available funds at Closing, or, at the option of Buyer, in sixty (60) equal monthly installments, or otherwise as agreed upon by the parties, in accordance with the terms of a Promissory Note to be prepared by Buyer's attorney.

3. Closing. Subject to the terms and conditions contained in this Agreement, the consummation of the transactions contemplated by this Agreement is herein designated as the "Closing". The Closing shall take place at the Premises, or such other place as may be mutually acceptable to the parties to this Agreement at a time to be set by the parties as soon as practicable following Buyer being issued a Temporary Operating Permit for the premises (which date may be postponed from time to time by mutual agreement of the parties -- such date of Closing being herein referred to as the "Closing Date"), and on said date Seller, through its officers, agents, and employees, will put Buyer into full possession and enjoyment of all properties and assets to be

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conveyed and transferred by this Agreement, along with the going business and complete control of all business activities of the Beverage Business (subject only to the terms of the Temporary Operating Permit).

The parties hereby acknowledge and agree that the purchase of the Beverage Business is specifically contingent upon Buyer obtaining a Class D Liquor License. Accordingly, and pursuant to the terms and conditions of the Temporary Operating Permit with regard to the Class D Liquor License, and only with regard to such license and permit, the Closing shall be considered to have been an Escrow Closing. Accordingly, Buyer shall operate the Beverage Business under the Seller's licenses and permits from and after the Closing Date through the Release from Escrow Date, which date shall be the earlier of the (i) day Buyer obtains from the Omaha City Clerk a Class D Liquor License issued in its name or (ii) one hundred twenty (120) days from the effective date of this Agreement. It shall be the responsibility of the Buyer to apply for and obtain any licenses or permits required for operating the business from and after the Release from Escrow Date, and Seller agrees to surrender and release from escrow on the Release from Escrow Date the liquor license (as well as all other licenses and permits) in order to aid Buyer in obtaining its liquor license and other licenses and permits. All profits from the operation of the Beverage Business from and after the Closing Date shall be the sole property of Buyer, provided, however, any profits derived from the sale of liquor shall be held in escrow to be disbursed pursuant to the Temporary Operating Permit.

3.1. Buyer's Obligations at Closing. At Closing, Buyer shall deliver or cause to be delivered to Seller the following:

(a) Payment. Payment in readily available funds accordance with Section 2.2.

(b) Corporate Resolution. Certified copies of the resolution/resolutions adopted by Buyer's Board of Directors authorizing the transactions and obligations of Buyer as set forth in this Agreement.

(c) Commercial Equipment Lease Agreement Assignment. An acceptance and assumption of the Commercial Equipment Lease Agreement terminating 04/30/2013 and Seller's lease obligations thereunder for the equipment used in the Beverage Business.

(d) Business Property Lease Agreement Assignment. An acceptance and assumption of the Business Property Lease Agreement terminating 04/30/2013 and Seller's lease obligations thereunder for the Premises on and from which the Beverage Business is operated.

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necessary or appropriate to the purchase and acceptance of the Beverage Business and assets being transferred hereunder.

3.2. Seller's Obligations at Closing. At Closing, Seller and Shareholders shall deliver or cause to be delivered to Buyer the following:

(a) Conditional Commercial Equipment Lease Agreement Assignment. An assignment of the Commercial Equipment Lease Agreement and Seller's lease obligations thereunder for the equipment used in the Beverage Business.

(b) Conditional Business Property Lease Agreement Assignment. An assignment of the Business Property Lease Agreement and Seller's lease obligations thereunder for the Premises on and from which the Beverage Business is operated.

(c) Inventory Bill of Sale. A Bill of Sale or Bills of Sale for the liquor, food, supplies and miscellaneous inventory.

(d) Name Assignment/License. An assignment of or a license to use the name "CRYSTAL BEVERAGE MART" which Shareholders have registered as a Tradename in Nebraska.

(e) Additional Conveyances. Such bills of sale, assignments, and other instruments of transfer and documents as may be necessary or appropriate to the sale and delivery of the Beverage Business and assets being transferred hereunder.

(f) Books and Records. An assignments of all materials, records, samples, customer lists, pertaining to the Beverage Business, assets, etc. being transferred hereunder, acknowledged by Seller to be true, complete, and accurate.

(g) Corporate Resolution. Certified copies of resolutions of Seller's directors and shareholders authorizing the transactions and obligations of Seller as set forth in this Agreement.

4. Covenants of Seller Pending Closing. Seller and Shareholders agree that from the date of this Agreement until Closing, the following covenants shall be in full force and effect, unless Buyer shall otherwise consent in writing:

4.1. Access to Information. Seller shall furnish or cause to be furnished to Buyer and its representatives all data and information concerning the Beverage Business that may be reasonably requested.

4.2. Conduct of Business. Seller will carry on its business and activities diligently and in substantially the same manner as it previously has been carried on, and shall not

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institute or use any unusual or novel methods of purchase, sale, lease, management, accounting, maintenance, or operation that will vary materially from those methods used by Seller as of the date of this Agreement. In that regard, Seller shall maintain its normal advertising and present business hours, and Seller shall not make any major changes in the inventory, prices, quality of product of Seller, etc., and Seller shall not contract for any new orders to be filled after Closing without prior approval of Buyer.

4.3. Business Relationships. Seller and its officers shall use their best efforts to preserve the Beverage Business organization and all equipment and records thereof in good order, and shall use its and their best efforts to preserve for Buyer the good will of suppliers, customers, and others having business relationships with Seller.

4.4. Actions Outside the Ordinary Course of Business. Seller shall not engage in any sale or enter into any transaction, contract, or commitment, or incur any liability or obligation, or make any disbursement, not in the ordinary course of business.

4.5. Assets. Seller shall not dispose of any of its assets without the consent of Buyer.

4.6. Agreements. Seller shall not amend, modify or terminate any agreement pertaining to the Beverage Business to which it is a party, except in the ordinary course of business, without the consent of Buyer.

4.7. Consents. As soon as practicable after the execution and delivery of this Agreement, and in any event on or before the Closing Date, Seller will obtain the consent of all necessary persons and agencies to the assignment and transfer to Buyer of any and all properties, assets, and agreement to be assigned and transferred pursuant to this Agreement and will furnish to Buyer executed copies of these consents.

4.8. Insurance. Seller shall carry and continue in force through the Closing its current insurance coverage, it being agreed that in the event of a casualty prior to Closing the rights and liabilities of the parties shall be determined in accordance with Section 11 hereof.

4.9. Advise Buyer of Changes. Seller shall give Buyer prompt notice of any and all events prior to Closing which materially relate to any term of this Agreement.

4.10. Satisfaction of Tax Obligations. Seller has paid in full, or, at the date of Closing, will arrange for the payment in full of all federal and state income taxes, all state and federal

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employee income tax withholding, Federal Social Security Tax (FICA) withholding, employment taxes, unemployment insurance, sales and use taxes, business or license fees, and any other business related taxes or governmental charges. After Closing, and within a reasonable period of time following the due date of such tax obligation, Seller agrees to furnish to Buyer such verification that Buyer may reasonably request as evidence that ~~all such tax liabilities of Seller accruing before the Closing~~ Date have been fully satisfied or provided for. Seller shall be responsible for all personal property taxes and assessments attributable to the Beverage Business prorated through Closing for 2013 and all prior years.

In the event that Buyer should ever be required to make payment of any tax liability of Seller as described herein, Buyer shall be entitled to prompt reimbursement from Seller of the amount thereof. It shall be a condition of Seller's liability hereunder, however, that Buyer shall not make any payment of any purported tax liability of Seller without first notifying Seller in writing of any such claim of liability, and allowing Seller a reasonable opportunity to satisfy or otherwise dispose of any such claim.

4.11. Representations and Warranties. At all times after the date hereof and prior to the Closing Date, Seller shall use its best efforts not to permit any event to occur, and will cause Seller or any shareholder not to enter into any transaction, agreement or commitment, which would result in any representations, warranties or covenants relating to Buyer or to Seller contained in this Agreement not being true and correct at and as of the time immediately after the occurrence of such transaction or event. All representations and warranties of Seller and/or Shareholders set forth in this Agreement, and in any written statements delivered to Buyer by Seller and/or Shareholders under this Agreement, will also be true and correct as of the Closing Date as if made on that date.

5. Covenants of Buyer Pending Closing. The Buyer agrees that from the date of this Agreement until Closing, the following Covenants shall be in full force and effect:

5.1. Confidentiality. Buyer agrees that, unless and until the Closing has been consummated, Buyer and its representatives, will hold in strict confidence, and will not use to the detriment of Seller or Shareholders, all data and information obtained in connection with this transaction or Agreement, with respect to the Beverage Business, except insofar as this information may be available or known to the public. If the transactions contemplated by this Agreement are not consummated, Buyer will return to Seller all such data and information that Seller or Shareholders may reasonably request, including but not limited to worksheets, manuals, lists, memoranda, and other documents

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prepared by or made available to Buyer in connection with this transaction.

5.2. Consents. Buyer will use its best efforts to assist Seller in obtaining the consent of all necessary persons and agencies to the assignment and transfer to Buyer of any and all properties, assets, and agreements, to be assigned and transferred under the terms of this Agreement.

6. Representations and Warranties of Seller. Knowing and intending reliance by Buyer, Seller and Shareholders hereby jointly and severally represent and warrant to the Buyer that the following representations and warranties are true and correct in all respects on the date of this Agreement and that they shall be true and correct in all respects on and as of the Date of Closing as if remade on and as of such date, and as so made and remade, shall continue after and survive the Closing hereunder:

6.1. Organization/Standing. Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Nebraska; Seller has the corporate power to own its property and to carry on its business in all jurisdictions in which it presently does business; and Seller has the corporate power and authority to enter into this Agreement.

6.2. Corporate Authority. The sale of the assets and business of Seller, as herein contemplated, has been duly and properly authorized by the Board of Directors of Seller and the affirmative vote of two-thirds (2/3) of all outstanding classes of stock of Seller, all in accordance with the requirements of the Business Corporation Act.

6.3. Inventory. The liquor inventory and food inventory, if any, held by Seller is of first and merchantable quality and is fit for the purposes for which it is intended, such that all of such inventory may be sold and delivered in the ordinary course of business of Buyer and its customers after the Date of Closing, without discount or allowance. The inventory is being conveyed free and clear of all liens, pledges, encumbrances or special taxes of any kind, nature or description.

6.4. Equipment. Seller represents and warrants that Seller is the Lessee of all equipment identified in the attached Schedule 1.1, and Seller is assigning its interest in and to the Commercial Equipment Lease Agreement and said equipment, and warrants that Seller is current in all its obligations as Lessee under said Lease Agreement.

6.5. Condition of Title. Seller has good and marketable title to all assets to be sold and delivered to Buyer hereunder, free and clear of any liens, encumbrances, burdens or restrictions or claims of third parties.

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6.6. Contracts. Seller is not a party to any written or oral: (i) Term contract for the employment of any officer or individual employee; (ii) Continuing contract for the future purchase of materials, supplies or equipment other than as disclosed herein and agreed to by the parties; (iii) Franchise, distributor or advertising contract or sales contract or commission agreement; (iv) Contract with any sub-contractor; or (v) Material contract not made in the ordinary course of business. Seller has performed all obligations required to be performed by it to date, and is not in default, under any contract, agreement, lease or other document to which it is a party.

6.7. Absence of Restrictions. The execution and delivery of this Agreement by Seller and the consummation of the transactions contemplated hereby is not contrary to the Articles of Incorporation or By-Laws of Seller, is not contrary to any existing order of any court or administrative agency to which the Seller is subject and does not conflict with or violate any contract or agreement to which Seller or any shareholder is a party or by which any of them may be bound, and will not violate any local, state, or federal laws affecting Seller, Shareholders, or Buyer. Neither Seller nor Shareholders is a party to any agreement requiring the consent of any other person or persons for Seller or Shareholders to execute and deliver this Agreement and consummate the transactions proposed or contemplated hereunder.

6.8. Environmental. Seller has no knowledge or notice of any legal or administrative proceeding or pending anticipated proceeding involving any federal, state or local government entity concerning the premises on and from which the Beverage Business operates or any property to be transferred hereunder, with regard to any environmental violations or hazards, waste or toxic substances.

6.9. Full Disclosure. Neither Seller nor Shareholders have misrepresented to Buyer any material fact concerning the assets and business being sold hereunder; nor have they failed to inform Buyer of any material facts relating to the same. Without limitation, no representation or warranty by Seller or Shareholders contained in this Agreement nor any statement or certificate furnished or to be furnished by Seller and/or Shareholders to Buyer or its representatives pursuant hereto contains or will contain any untrue statement of fact, or omits or will omit to state any fact required to make the statements herein or therein contained not misleading, and Seller and Shareholders have disclosed to Buyer in writing all facts (other than with respect to general market or economic conditions) known to Seller or to Shareholders which adversely affects, or which will in the future adversely affect, the condition (financial or

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otherwise) properties, assets, or liabilities of the Seller or any other matters relating thereto.

6.10. Binding Agreement. This Agreement, when executed and delivered, will constitute the valid and legally binding obligation of Seller and Shareholders except as the same may be limited by its terms and/or bankruptcy, insolvency, reorganization, or other similar laws affecting the enforcement of creditors' rights generally.

7. Representations and Warranties of Buyer. Knowing and intending reliance by the Seller, the Buyer hereby represents and warrants to Seller that the following representations and warranties are true and correct in all respects on the date of this Agreement and that they shall be true and correct in all respects on and as of the Date of Closing as if remade on and as of such date, and as so made and remade, shall continue after and survive the Closing hereunder:

7.1. Organization and Standing. Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Nebraska; and Buyer has the corporate power and authority to enter into this Agreement. Buyer is not limited in its authority by any undisclosed shareholder, Director, or officer.

7.2. Absence of Restrictions. The execution and delivery of this Agreement by Buyer and the consummation of the transactions contemplated hereby is not contrary to the Articles of Incorporation or By-Laws of Buyer, is not contrary to any existing order of any court or administrative agency to which the Buyer is subject and does not conflict with or violate any contract or agreement to which Buyer or any shareholder is a party or by which any of them may be bound, and will not violate any local, state, or federal laws affecting Buyer or Seller. Buyer is not a party to any agreement requiring the consent of any other person or persons for Buyer to execute and deliver this Agreement and consummate the transactions proposed or contemplated hereunder.

7.3. Investigation. During the course of the negotiation of this Agreement, the Buyer and Buyer's duly authorized representatives and agents have had an opportunity to fully and completely review any and all information relating to the Beverage Business, to discuss the Beverage Business with Seller's management, and to ask questions of officers of Seller, which questions were answered to Buyer's satisfaction, and to obtain any and all additional information necessary to verify the accuracy of any representations of either Seller or Shareholders or both which Buyer and Buyer's duly authorized representatives and agents deem relevant to make an informed investment decision as to the acquisition of the Beverage Business prior to Buyer's

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execution of this Agreement. Buyer and Buyer's duly authorized representatives and agents specifically acknowledge that Buyer is fully informed and familiar with a beverage business in general and the Beverage Business specifically.

7.4. Business Acumen. Buyer and Buyer's duly authorized representatives and agents have such knowledge and experience in financial and business matters that they are capable of evaluating the merits and risks of purchasing the Beverage Business sold hereunder and understand that there can be no assurance that it/they will be able to operate the Beverage Business at a profit.

7.5. Inducement to Sell. Buyer hereby represents that its representations, warranties, and agreements are made to induce the Seller to sell the Beverage Business to Buyer and each constitutes a material portion of the consideration therefore.

7.6. Full Disclosure. Buyer has not misrepresented to Seller any material fact concerning its purchase of the Beverage Business. Without limitation, no representation or warranty by Buyer contained in this Agreement nor any statement or certificate furnished or to be furnished by Buyer to Seller or its representatives pursuant hereto contains or will contain any untrue statement of fact, or omits or will omit to state any fact required to make the statements herein or therein contained not misleading, and Buyer has disclosed to Seller in writing all facts known to Buyer which adversely affects, or which will in the future adversely affect, the condition (financial or otherwise) or liabilities of Buyer or any other matters relating thereto.

7.7. No Disqualifying Factors. Buyer has no knowledge of any factor or reason why either the Buyer or its shareholder would be ineligible for or disqualified from applying for or having any required or desired license issued in their name.

7.8. Binding Agreement. This Agreement, when executed and delivered, will constitute the valid and legally binding obligation of Buyer, except as the same may be limited by its terms and/or bankruptcy, insolvency, reorganization, or other similar laws affecting the enforcement of creditors' rights generally.

8. Conditions Precedent to Obligations of Buyer. The obligation of Buyer to purchase the Beverage Business, assets, etc. from Seller under this Agreement is subject to the satisfaction of all of the following conditions, which conditions may be waived in writing by Buyer:

8.1. Accuracy of Representations and Warranties. The representations and warranties of Seller and/or Shareholders

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contained in this Agreement shall have been true in all material respects when made and, in addition, shall be true in all material respects on and as of the Closing Date with the same force and effect as though made on and as of the Closing Date, except to the extent that any such representations and warranties are made as of a specified date and as to such representations and warranties the same shall have been true in all material respects as of the specified date, and except to the extent attributable to actions permitted or consented to in writing by Buyer.

8.2. Performance of Agreements. Seller shall have, or have caused to be, performed and observed, all of Seller's covenants, obligations, agreements and conditions hereunder, on or before Closing Date.

8.3. No Litigation. That no action, suit or proceeding against the Seller is pending.

8.4. Premises Lease Arrangements. Notwithstanding any provision herein to the contrary, this Agreement and Buyer's obligation to perform hereunder is conditional upon Buyer (a) being assigned the Business Property Lease Agreement terminating 04/30/2013 and (b) making satisfactory arrangements to lease the Premises through 04/30/2014.

8.5. Commercial Equipment Lease Arrangements. Notwithstanding any provision herein to the contrary, this Agreement and Buyer's obligation to perform hereunder is conditional upon Buyer (a) being assigned the Commercial Equipment Lease Agreement terminating 04/30/2013 and (b) making satisfactory arrangements to lease the personal property used in the Beverage Business operations through 04/30/2014.

8.6. Class D Liquor License. Notwithstanding any provision herein to the contrary, this Agreement and Buyer's obligation to perform hereunder is conditional upon Buyer being issued a temporary operating permit and subsequently being approved for and receiving a Class D Liquor License to operate the Beverage Business from the Premises.

9. Conditions Precedent to Obligations of Seller. The obligation of Seller to sell the Beverage Business, assets, etc. under this Agreement to Buyer is subject to the satisfaction, at or before the Closing, of all of the following conditions, which conditions may be waived in writing by Seller:

9.1. Accuracy of Representations and Warranties. The representations and warranties of Buyer contained in this Agreement shall have been true in all material respects when made and, in addition, shall be true in all material respects on and as of the Closing Date with the same force and effect as though

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made on and as of the Closing Date, except to the extent that any such representations and warranties are made as of a specified date and as to such representations and warranties the same shall have been true in all material respects as of the specified date, and except to the extent attributable to actions permitted or consented to in writing by Seller.

9.2. Performance of Agreements. Buyer shall have, or have caused to be, performed and observed, all covenants, obligations, agreements and conditions hereunder, at or prior to the Closing.

9.3. Premises Lease Arrangements. Notwithstanding any provision herein to the contrary, this Agreement and Seller's obligation to perform hereunder is conditional upon Buyer (a) being assigned the Business Property Lease Agreement terminating 04/30/2013 and (b) making satisfactory arrangements to lease the Premises through 04/30/2014.

9.4. Commercial Equipment Lease Arrangements. Notwithstanding any provision herein to the contrary, this Agreement and Seller's obligation to perform hereunder is conditional upon Buyer (a) being assigned the Commercial Equipment Lease Agreement terminating 04/30/2013 and (b) making satisfactory arrangements to lease the personal property used in the Beverage Business operations through 04/30/2014.

9.5. Class D Liquor License. Notwithstanding any provision herein to the contrary, this Agreement and Seller's obligation to perform hereunder is conditional upon Buyer being issued a temporary operating permit and subsequently being approved for and receiving a Class D Liquor License to operate the Beverage Business from the Premises.

10. Confidentiality. All records, data, forms, supplier lists, customer lists, policies and procedures for the Beverage Business are trade secrets and confidential property of Seller which are being transferred to Buyer, and upon Closing, Seller shall not, directly or indirectly, for any reason whatsoever, disclose such confidential information and trade secrets to any other person or entity.

11. Risk of Loss. In the event of fire, or other accident or casualty, prior to Closing, Buyer shall have the option of rescinding this Agreement or going forward with the Agreement, however, in the event that Buyer shall elect to go forward with this Agreement, Buyer shall be entitled to the proceeds of insurance pertaining to equipment which Seller may otherwise be entitled to receive.

12. Default. Any material failure in the due and timely performance of any warranty, covenant, or agreement under this Agreement shall constitute a default.

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13. Remedies and Rescission. The parties agree that subject to the provisions relating to the postponement of the Closing Date, either party may on the Closing Date rescind this Agreement, if any bona fide action or proceeding shall be pending against either party at the Closing Date that could result in an unfavorable judgment, decree or order that would prevent or make unlawful the carrying out of this Agreement, or if any agency of the federal or of any state government or political subdivision shall have objected at or before the Closing Date to this acquisition or to any other action required by or in connection with this Agreement. In the event of such rescission, this Agreement shall terminate, whereupon Seller and Buyer shall be released and discharged of all duties and obligations hereunder.

14. Indemnifications:

14.1. Indemnification by Seller and Shareholders. Seller and Shareholders jointly and severally hereby agree to indemnify and hold Buyer harmless from and against all damages, losses, claims, obligations, liabilities and expenses, including reasonable attorneys' fees, arising out of any breach by Seller of any of the covenants, representations and warranties made by him in this Agreement, or made or given in any other agreement or document submitted to or for the benefit of Buyer in connection with the transactions contemplated by this Agreement, or arising out of any business transactions undertaken through the Beverage Business through the date of Closing.

14.2. Indemnification by Buyer. Buyer hereby agrees to indemnify and hold Seller and Shareholders harmless from and against all damages, losses, claims, obligations, liabilities and expenses, including reasonable attorneys' fees, arising out of any breach by Buyer of any of the covenants, representation and warranties made by Buyer in this Agreement, or made or given in any other agreement or document submitted to or for the benefit of Seller or Shareholders in connection with the transactions contemplated by this Agreement. However, Buyer shall not assume, pay, perform, discharge or indemnify and hold harmless Seller, its shareholders, officers and directors, including Shareholders, from and against: (a) Any federal or state income tax on the sale of the purchased assets or any interest or penalty with respect thereto; (b) Debts, obligations or liability owed by Seller at the time of this Agreement, including, but not limited to, debts, obligations and liabilities retained or undertaken by Seller in this Agreement; and (c) Any obligations of Seller attributable to the action or non-action of Seller after the Closing Date.

15. Notices. All notices and other communications which are required or may be given pursuant to the terms of this Agreement shall be in writing and shall be sufficient in all respects if given in writing and delivered in person or mailed by registered,

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certified or express mail, postage prepaid, return receipt requested as follows:

If to Seller: (attention: President)  
WEBBER BROTHERS, INC.  
4807 S. 20 St.  
Omaha, NE 68107

with a copy to: Allan M. Ziebarth  
Attorney at Law  
1823 Harney St.  
Omaha, NE 68102

If to Buyer: (attention: President)  
DDJ Investments, Inc.  
13424 Grissom St.  
Omaha, NE 68138

with a copy to: William E. Thompson  
Braddock & Thompson, P.C.  
5150 N. 90 St.  
Omaha, NE 68134

Any party may change the address to which his or its communications are to be directed by giving written notice to the other parties in the manner provided in this Agreement.

16. Expenses. Whether or not the transactions contemplated by this Agreement are consummated, Buyer and Seller shall each pay all their own fees and expenses incident to the negotiation, preparation and execution of this Agreement and all other agreements in connection herewith. The parties acknowledge and agree that there are no broker's or finder's fee associated with the sale of the Beverage Business or Seller's assets.

17. General Provisions. The following general provisions shall apply to this Agreement:

17.1. Waivers. Buyer and Seller may, by mutual agreement, (a) extend the time for performance of any of the obligations or other actions of the other under this Agreement; (b) waive any inaccuracies in the representations and warranties of the other contained in this Agreement; (c) waive compliance with any of the conditions or covenants of the other contained in this Agreement; or (d) waive or modify performance of any of the obligations of the other under this Agreement. Except as provided in the preceding sentence, no action taken pursuant to this Agreement, including without limitation, any investigation by or on behalf of any party, shall be deemed to constitute a waiver by the party taking such action of compliance with any representations, warranties, covenants or agreements contained in this Agreement. Any waiver by mutual agreement of Buyer and Seller of a breach of

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any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

17.2. Amendments and Supplements. By mutual agreement of Seller and Buyer, at any time before or after the Closing Date, this Agreement or any other agreement relating to this Agreement may be amended or supplemented by additional agreements, articles or certificates as may be determined by them to be necessary, desirable or expedient to further the purposes of this Agreement or to clarify the intention of the parties hereto, or to add to or modify the covenants, terms or conditions hereof or to effect or facilitate any approval or acceptance of the transactions contemplated by this Agreement or the consummation of any of the transactions contemplated hereby.

17.3. Survival of Representations, Warranties and Covenants. All representations, warranties and covenants made in or pursuant to this Agreement shall survive the Closing hereunder.

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

17.5. Modification. No change or modification of this Agreement shall be valid unless same shall be in writing and signed by all the parties hereto.

17.6. Severability. In the event that any paragraph, phrase or other portion of this Agreement shall be finally and judicially determined invalid, such invalidity shall not thereby affect or impair the validity of the remainder of the Agreement which shall be construed so as to enforce the remaining understandings of the parties.

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

17.8. Binding Effect. Subject to its conditions, this Agreement shall be binding upon and inure to the benefit of the parties, their respective heirs, executors, personal representatives, successors and assigns. Except with the written consent of the other parties hereto, no person shall take any act which would allow any right hereunder to be assigned or held by any other person.

17.9. Construction/Headings. The language used in this Agreement shall be deemed to be the language chosen by both

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parties hereto to express their mutual intent, and no rule of strict construction against either party shall apply to any term or condition of this Agreement. The headings herein are for the purposes of convenient reference only and shall not be used to construe or modify the terms written in the text of this instrument.

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

17.11. Recitals. All of the recitals are incorporated with and made a part of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the parties or their duly authorized representatives.

Dated: April 19, 2013.

CRYSTAL BEVERAGE MART, INC.,  
Nebraska corporation, Seller

DDJ Investments, Inc., a  
Nebraska corporation, Buyer

By Eric A. Webber  
ERIC A. WEBBER, President

By Donald D. Jones  
DONALD D. JONES, President

Eric A. Webber  
ERIC A. WEBBER, Shareholder

Adam P. Webber  
ADAM P. WEBBER, Shareholder

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leased  
assets  
list

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FURNITURE + EQUIPMENT

- 12' X 14' WALK-IN KEG COOLER
- 8' X 22' IOWA 8 door WALK-IN S# 3958
- 10'8" X 23' MASTERBILT 12 door WALK-IN S# C-2934
- 1- LEER 1 door ICE FREEZER S# B1H-6387
- 1- LEER 2 door ICE Storage Freezer S# 87214-1
- 1- Vollrath 2 door WALK IN FREEZER S# 70445-FR-1
- 1- ICE BIN S# DJ1527
- 1- ICE MAKER Scotsman S# 904965-08A
- 1 PALLET JACK + PALLETS
- 2- 2 wheel CARTS
- 3- 4 wheel CARTS
- 1 - COLLAPSIBLE 2-4 wheel CART
- 2 - CASH REGISTERS
- 2 - OFFICE DESKS
- 4 - Metal Filing Cabinets

- 520 ft. LOZIER SHELVING
- KEG TAPPERS + ICE TUBS
- Electric Lift
- Sales Counter
- 3 GLASS FRONT + GLASS TOP Sales Merchandiser
- 1 SPIN RACK
- 8' ICE CREAM FREEZER

Assignment of  
Asset lease

LEASING

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NEBRASKA LIQUOR  
CONTROL COMMISSION

CONDITIONAL ASSIGNMENT/ACCEPTANCE/ASSUMPTION/CONSENT OF  
COMMERCIAL EQUIPMENT LEASE AGREEMENT AND LEASE OBLIGATIONS  
AGREEMENT

THIS CONDITIONAL ASSIGNMENT/ACCEPTANCE/ASSUMPTION/CONSENT OF COMMERCIAL EQUIPMENT LEASE AGREEMENT AND LEASE OBLIGATIONS AGREEMENT ("Assignment/Assumption Agreement"), is entered into by and among WEBBER BROTHERS, INC., f/k/a CRYSTAL BEVERAGE MART, INC., a Nebraska corporation ("Assignor"), DDJ INVESTMENTS, INC., a Nebraska corporation ("Assignee"), and GTJ INVESTMENTS, INC., as Nebraska corporation ("Lessor").

RECITALS. This Assignment/Assumption Agreement is made with reference to the following facts and objectives:

A. Assignor, as Lessee, entered into a certain COMMERCIAL EQUIPMENT LEASE AGREEMENT ("Equipment Lease") dated July 22, 2011, and amended April 15, 2012, with Lessor for certain personal property located at and on the real property and improvements located thereon situated at and commonly known as 4807 - 09 S. 20 St., Omaha, NE 68107 ("the Premises"), which personal property is used in the retail food, alcoholic and non-alcoholic beverage and snack food item sales business Assignor operates under the licensed registered TradeName "CRYSTAL BEVERAGE MART" from the Premises ("the Beverage Business"). A true and correct copy of the Equipment Lease is attached hereto and incorporated herein by this reference.

B. Assignor, as Seller, has entered into a certain AGREEMENT FOR SALE AND PURCHASE OF ASSETS ("Sale/Purchase Agreement") with DDJ INVESTMENTS, INC., a Nebraska corporation, as Buyer, pursuant to the terms of which Sale/Purchase Agreement the Seller is selling the Beverage Business to Buyer, and Buyer is purchasing the Beverage Business from Seller.

C. Assignee will need to obtain a liquor license in its own name to operate the Beverage Business, and in order to do so, Assignee must have commercial equipment to use in operations.

D. Pursuant to the terms of the Sale/Purchase Agreement, Assignor has agreed to transfer, set over, and assign all of its rights and benefits in and to the Equipment Lease, and Buyer has agreed to accept and assume all of Assignor's rights, benefits,

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and possessions, and to fulfill all the duties and obligations of Assignor as contained and set forth in the Equipment Lease, subject to the terms of the Equipment Lease requiring Lessor's written consent.

E. Lessor has agreed to conditionally consent to the assignment of the Equipment Lease by Assignor and the acceptance and assumption of the Equipment Lease and its obligations by Assignee.

F. The parties desire to set forth the terms and conditions of their agreement in writing.

G. By separate agreement, the parties have further entered into a CONDITIONAL ASSIGNMENT/ACCEPTANCE/ASSUMPTION/CONSENT OF BUSINESS PROPERTY LEASE AND LEASE OBLIGATIONS AGREEMENT of even date for the Premises.

NOW, THEREFORE, in consideration of the recitals, which are a contractual part of this Assignment/Assumption Agreement, and the mutual agreements, provisions and covenants herein contained, which are hereby acknowledged by the parties herein as sufficient consideration, IT IS AGREED AS FOLLOWS:

1. Assignor does hereby agree to transfer, set over, and assign to Assignee all of its rights and benefits in and to the Equipment Lease, and Assignee hereby agrees to accept and assume all of Assignor's rights, benefits, and possessions, and hereby agrees to fulfill all the duties and obligations of Assignor as contained and set forth in the Equipment Lease, subject, however, and on the condition that (i) Assignee obtain a Class D Liquor License and (ii) Assignee close on the sale and purchase of Seller's Beverage Business. Should Assignee shall fail to obtain a Class D Liquor License and close on the sale and purchase of Seller's Beverage Business, this Assignment/Assumption Agreement shall be null and void and of no force and effect.

2. Assignor understands and agrees that Lessor is willing to consent to this Assignment/Assumption Agreement, thereby releasing Assignor for the rent and all other obligations of the Equipment Lease.

3. Assignee hereby agrees to indemnify and hold Assignor harmless from and against all damages, losses, claims, obligations, liabilities and expenses, including reasonable attorneys' fees, arising out of any breach by Assignee of any of the provisions of the Equipment Lease.

4. Provided the conditions set forth in Section 1 above have been met, Lessor does hereby consent to the assignment of the Equipment Lease by Assignor and the acceptance/assumption of the Equipment Lease by Assignee as provided for herein, subject, however, and on the condition that Assignor be current on the

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payment of rent and performance of all the duties and obligations of Assignor as contained and set forth in the Equipment Lease.

5. This Assignment/Assumption Agreement or any other agreement relating to this Assignment/Assumption Agreement may be amended or supplemented by additional agreements, articles or certificates as may be determined by Assignor or Assignee to be necessary, desirable or expedient to further the purposes of this Assignment/Assumption Agreement or to clarify the intention of the parties hereto, or to add to or modify the covenants, terms or conditions hereof or to effect or facilitate any approval or acceptance of the transactions contemplated by this Assignment/Assumption Agreement or the consummation of any of the transactions contemplated hereby.

6. This Assignment/Assumption Agreement contains the entire additional agreements of the parties with regard to the Equipment Lease.

7. Assignor, Assignee and Lessor represent and warrant that no leasing or finding fees have been earned by a third party for which any party would be liable, except as may be set forth in the Equipment Lease.

8. Except as modified and amended herein, all other terms and conditions of the Equipment Lease shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, this Assignment/Assumption Agreement has been executed by the parties or their duly authorized representatives hereto.

Dated: April 19, 2013.

WEBBER BROTHERS, INC.,  
Nebraska corporation,  
Assignor

By *Eric A. Webber*  
President

DDJ INVESTMENTS, INC., a  
Nebraska corporation,  
Assignee

By *[Signature]*  
President

GTJ INVESTMENTS, INC., a  
Nebraska corporation,  
Lessor

By *[Signature]*  
President

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CONDITIONAL COMMERCIAL EQUIPMENT LEASE AGREEMENT

THIS COMMERCIAL EQUIPMENT AGREEMENT (hereinafter "Agreement" or "Lease" or "Lease Agreement"), is entered into by and between GTJ INVESTMENTS, INC., a Nebraska corporation (hereinafter "LESSOR") and DDJ INVESTMENTS, INC., a Nebraska corporation ("LESSEE").

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

A. LESSOR owns the real property and improvements located thereon situated at and commonly known as 4807-09 S. 20 St., Omaha, NE 68107 ("the Premises").

B. LANDLORD currently leases the Premises to WEBBER BROTHERS, INC., f/k/a CRYSTAL BEVERAGE MART, INC., a Nebraska corporation ("WEBBER BROS."), from which Premises, WEBBER operates a retail food, alcoholic and non-alcoholic beverage and snack food item sales business under the licensed registered TradeName "CRYSTAL BEVERAGE MART" ("the Beverage Business").

B. WEBBER BROS., as Seller, has entered into a certain AGREEMENT FOR SALE AND PURCHASE OF ASSETS ("Sale/Purchase Agreement") with DDJ INVESTMENTS, INC., a Nebraska corporation, as Buyer ("LESSEE"), pursuant to the terms of which Sale/Purchase Agreement the Seller is selling the Beverage Business to Buyer, and Buyer is purchasing the Beverage Business from Seller.

C. TENANT will need to obtain a liquor license in its own name to operate the Beverage Business, and in order to do so, TENANT must have a lease agreement for the Premises from and after April 30, 2013, Seller's current lease for the Premises terminates.

D. Pursuant to that certain CONDITIONAL BUSINESS PROPERTY LEASE AGREEMENT by and between LESSOR, as LANDLORD, and LESSEE, as TENANT, LANDLORD has agreed to lease the Premises to TENANT from and after April 30, 2013, conditional upon TENANT being issued a temporary operating permit and subsequently being approved for and receiving a Class D Liquor License.

E. In order for LESSEE to operate the Beverage Business from the Premises, LESSEE has agreed to lease from LESSOR, and LESSOR has agreed to lease to LESSEE, the personal property currently being used in the Beverage Business, conditional upon LESSEE from and after April 30, 2013, conditional upon TENANT being issued a temporary operating permit and subsequently being approved for and receiving a Class D Liquor License.

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F. The parties are in agreement upon the terms and conditions of the lease of the personal property and desire to set forth such terms and conditions in writing.

NOW, THEREFORE, in consideration of (i) the recitals, which are a contractual part of this Agreement, (ii) the specific consideration set forth below, and (iii) the mutual agreements, provisions and covenants herein contained, which are hereby acknowledged by the parties herein as sufficient consideration, THE PARTIES AGREE AS FOLLOWS:

1. LEASE. LESSOR hereby agrees to lease to LESSEE, and LESSEE hereby agrees to lease and hire from LESSOR, the furniture, fixtures and equipment and other personal property set forth in Exhibit "A", attached hereto and incorporated herein by this reference, with all parts, additions, repairs, and accessories now or hereafter used with or affixed thereto and herein collectively called "the Leased Equipment" according to the terms and conditions of this Lease.

2. LEASE TERM. The term of this Lease shall commence May 1, 2013, and terminate April 30, 2014, unless terminated earlier as provided herein. In the event LESSEE shall not be issued a temporary operating permit and subsequently being approved for and receiving a Class D Liquor License within a reasonable time period from the date of this Lease Agreement, this Lease Agreement shall terminate and shall be of no further force or effect.

3. LEASE PAYMENTS. As rent for the Leased Equipment, LESSEE shall pay LESSOR, at its direction, the sum set forth in Exhibit "A".

4. LATE CHARGE. If any Lease payment, or other payment due from LESSEE to LESSOR, is not received within five (5) days of its due date, LESSEE promises to pay a late charge of five percent (5%) of the total payment amount, with said payment.

5. ACCEPTANCE/NO WARRANTY. LESSEE acknowledges that LESSEE or a duly authorized representative has fully inspected and accepted the Leased Equipment in good condition and repair. LESSOR is not a manufacturer or dealer, and LESSOR makes no representations, warranties, promises, guaranties, or agreements, oral or written, express or implied, as to any matter whatsoever regarding the Leased Equipment, except as may be expressly provided herein. LESSEE acknowledges that LESSOR does not make any express or implied warranties regarding the Leased Equipment and that LESSEE is leasing it from LESSOR in "AS IS" condition. However, to the extent the Leased Equipment is still subject to a manufacturer's warranty, if any, LESSOR assigns to LESSEE all of LESSOR's rights and remedies under that warranty to the extent

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they are assignable. LESSEE further acknowledges that its dissatisfaction with any unit, part or portion of the Leased Equipment or the failure of any unit, part or portion of the Leased Equipment to remain in useful condition for the full term of this Lease shall not relieve LESSEE from LESSEE's obligations under this Lease. LESSOR HAS NO OBLIGATION TO PROVIDE REPLACEMENT OF OR FOR THE LEASED EQUIPMENT FOR ANY REASON.

6. EXPENSES/FEES/TAXES. LESSEE shall pay all costs and expenses, fees, and charges, of whatever kind or nature and without exception, incurred in connection with the use and operation of the Leased Equipment. LESSEE shall comply with all laws and regulations relating to the Leased Equipment and its use. LESSEE shall keep the Leased Equipment free and clear of all levies, liens, and encumbrances and shall promptly pay when due and before the same become delinquent all sales, use, property, excise and other taxes and all official fees, including, but not limited to, license fees, registration fees, certificate of title, and all other assessments, charges, and taxes which may now or hereafter be imposed by any governmental body, agency or authority upon the ownership, leasing, renting, sale, possession, or use of the Leased Equipment. Upon request by LESSOR, LESSEE shall prepare and file all tax returns relating to taxes for which LESSEE is responsible hereunder which LESSEE is permitted to file under the laws of the applicable taxing jurisdiction. It is the intent of this agreement that LESSOR shall receive the Lease rent hereunder as a net return on the Leased Equipment leased hereunder.

7. INSURANCE. At LESSEE's sole cost and expense, LESSEE shall obtain and maintain on or with respect to the Leased Equipment the following minimum insurance coverages during the Lease term and until the Leased Equipment is returned to LESSOR:

(a) liability insurance insuring against liability for bodily injury and property damage with a minimum limit of One Million and no/100 Dollars (\$1,000,000.00) combined single limit or such minimum amounts as may be required by law;

(b) physical damage insurance insuring against loss or damage to the Leased Equipment in an amount not less than the full replacement value of the Leased Equipment.

LESSEE shall furnish LESSOR with a certificate of insurance evidencing the issuance of a policy or policies to LESSEE in at least the minimum amounts required herein and name LESSOR as an additional insured thereunder for the liability coverage and as loss payee for the property damage coverage. Each such policy shall be in such form and with such insurers as may be satisfactory to LESSOR, and shall contain a clause that no action or misrepresentation by LESSEE shall invalidate such policy. LESSOR shall be under no duty to ascertain the existence of or to examine any such policy or to advise LESSEE in the event any such policy shall not comply with the requirements hereof. Any such policy will also provide LESSOR with at least 10 day's advance

notice of any cancellation of coverage. LESSEE recognizes that LESSOR's interest in the loss proceeds of the Leased Equipment insurance may be a security interest under the law of Nebraska.

8. USE/INSPECTION. LESSEE will use the Leased Equipment with due care and for the purpose for which it is intended. LESSEE shall comply with all laws in anywise relating to the use, operation, or maintenance of the Leased Equipment. LESSEE shall not permit the use of the Leased Equipment by anyone other than LESSEE or LESSEE's employees. LESSEE shall not and shall not permit anyone else to use the Leased Equipment for any illegal purpose or in any way which is illegal. LESSOR shall have the right to inspect the Leased Equipment and observe its use at any reasonable time and from time to time without prior notice.

9. UPKEEP/REPAIR. LESSEE will, at LESSEE's sole expense, have the Leased Equipment serviced in accordance with the manufacturer's recommendations, and maintain the Leased Equipment in good working order, condition, and repair. LESSEE shall, at LESSEE's sole expense, make all modifications and improvements to the Leased Equipment required by law, and shall NOT make other modifications or improvements to the Leased Equipment without the prior written consent of LESSOR. All parts, modifications and improvements to the Leased Equipment shall, when installed or made, immediately become the property of LESSOR and part of the Leased Equipment for all purposes.

10. RETURN OF THE LEASED EQUIPMENT. Upon the expiration or earlier termination of this Lease, LESSEE shall return the Leased Equipment to LESSOR in good repair, condition, and working order.

11. DAMAGE, LOSS OR DANGER. LESSEE assumes all risks and liability for the maintenance, repair, use, operation and storage of the Leased Equipment. LESSEE assumes and shall bear the entire risk of loss and damage to the Leased Equipment from any and every cause whatsoever, including, but not limited to theft, destruction, etc. No loss or damage to the Leased Equipment or any part thereof shall impair any obligation of LESSEE under this Lease which shall continue in full force and effect. In the event of loss or damage of any kind whatever to any item of Leased Equipment, LESSEE, at the option of LESSOR, shall place the Leased Equipment in good repair, condition, and working order, or replace the same with like Equipment in good repair, condition, and working order. Any repairs to or replacements of Leased Equipment shall be at the cost and expense of LESSEE and shall constitute accessions to such Leased Equipment, and title thereto shall vest and remain with LESSOR. Without prior written consent of LESSOR, LESSEE shall not make any alterations, additions, or improvements to the Leased Equipment. All additions and improvements of whatsoever kind or nature made to the Leased Equipment shall belong to and become the property of LESSOR upon the expiration, or earlier termination, of this Lease.

12. NO REPLACEMENT. LESSOR HAS NO OBLIGATION TO PROVIDE REPLACEMENT OF OR FOR THE LEASED EQUIPMENT FOR ANY REASON.

13. INDEMNIFICATION. LESSEE hereby indemnifies LESSOR against and agrees to hold LESSOR harmless from any and all liability, losses, damages, injuries, claims, demands, actions, suits, expense, including legal expenses, arising on account of, or connected with, or resulting from the use, condition, operation, delivery, or return of the Leased Equipment during the term of this Lease, including liability for death or injury to persons, damage to property, strict liability under the laws or judicial decisions of any state or the United States, and legal expenses in defending any claim brought to enforce any such liability or expense.

14. DEFAULT/REMEDIES. In the event LESSEE fails to preserve and maintain the Leased Equipment, discharge all taxes, liens, or charges, pay all costs and expenses, procure and maintain insurance, as above provided, LESSOR at its option may do so, and all such advances by LESSOR shall be added to the unpaid balance of the rentals due hereunder and shall be repayable by LESSEE to LESSOR on demand, together with interest thereon at the highest legal rate. In the event LESSEE fails to pay any Lease rent, or other amount herein provided within ten (10) days after same is due and payable, or if LESSEE shall default in the observance or performance of any other covenant or agreement or provision of this Lease, or if LESSEE fails to notify LESSOR within twenty-four (24) hours if the Leased Equipment is damaged or destroyed, the Leased Equipment is taken by the police or some other governmental official, or the Leased Equipment is abandoned or subjected to undue peril, or if any proceeding under the Bankruptcy Act, as amended, is commenced by or against the LESSEE, or if the LESSEE is adjudicated insolvent, or if the LESSEE makes any assignment for the benefit of his creditors, or if a writ of attachment or execution is levied on any item of the Leased Equipment and not released or satisfied within ten (10) days hereafter, or if a receiver is appointed in any proceeding or action to which the LESSEE is a party with authority to take possession or control of any item or Leased Equipment, or if any reorganization, arrangement or proceeding for the relief of debtors shall be instituted by or against LESSEE, then LESSOR shall have the right to exercise any one or more of the following remedies:

(a) To take any reasonable measures designed either to correct the default or to save LESSOR from loss in which case LESSEE will pay LESSOR for the costs and expenses incurred immediately upon demand;

(b) To apply LESSEE's security deposit, if any, to any amounts owed by LESSEE;

(c) To terminate the Lease and LESSEE's rights to possess and use the Leased Equipment;

(d) To declare the entire amount of rent hereunder immediately due and payable, without notice or demand to LESSEE;

(e) To determine LESSEE's termination liability on an early termination basis which LESSEE agrees to pay immediately upon demand;

(f) To sue for and recover all Lease rents, and other payments, then accrued or thereafter accruing;

(g) To take possession of Leased Equipment, without demand or notice, wherever located, without any court order or process of law. LESSEE hereby waives any and all damages occasioned by such taking of possession. Any said taking of possession shall not constitute a termination of this Lease unless LESSOR expressly so notifies LESSEE in writing; and/or

(h) To pursue any other remedy at law or in equity.

Notwithstanding any taking possession of Leased Equipment by LESSOR, or any other action which LESSOR may take, LESSEE shall be and remain liable for the full performance of all obligations on the part of LESSEE to be performed under this Lease. All such remedies are cumulative, and may be exercised concurrently or separately. LESSEE shall pay LESSOR all costs and expenses, including, but not limited to court costs and attorney fees to the extent permitted by law, incurred by LESSOR in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions, or provisions hereof.

15. ASSIGNMENTS BY LESSOR. It is understood that LESSOR may assign this Lease, all amounts LESSEE shall owe under the Lease, and all LESSOR's interests and/or mortgage the Leased Equipment, and that said assignee may assign the same, all without LESSEE's consent. All rights of LESSOR in the Leased Equipment and this Lease may be assigned, pledged, mortgaged, transferred, or otherwise disposed of, in whole or in part, without notice to LESSEE. The assignee's rights shall be free from all defenses, set-offs, or counterclaims which LESSEE may be entitled to assert against LESSOR. No such assignee shall be obligated to perform any duty, covenant, or condition required to be performed by LESSOR under the terms of this Lease.

16. TITLE. Title to the Leased Equipment is, and shall be at all times and remain, the sole and exclusive personal property of LESSOR. LESSEE shall have no right, title, or interest therein except for possession and use while LESSEE's promises under the Lease are kept. LESSEE shall, at its sole cost and expense, protect and defend the title of LESSOR and keep it free of and from all claims and liens other than the rights of LESSEE hereunder and claims and liens created by or arising through LESSOR.

17. NOTICE. Any and all notices, designations, consents, offers, acceptances, or any other communication provided for herein shall be given in writing and shall be binding upon the

parties hereto if sent by registered or certified mail, which shall be addressed in the case of LESSOR to GTJ INVESTMENTS, INC., Attn: President, 1818 Locust St., Omaha, NE 68110 and in the case of LESSEE to DDJ INVESTMENTS, INC., Attn: President, 4807-4809 S. 20 St., Omaha, NE 68107, or to such other address as may be designated by either of them.

18. ADDITIONAL ACTION. LESSEE will promptly execute and deliver to LESSOR such further documents and take such further action as LESSOR may request in order to carry out more effectively the intent and purpose of this Lease, including the execution and delivery or appropriate financing statements to protect fully LESSOR's interest hereunder in accordance with the Uniform Commercial Code or other applicable law.

19. SEVERABILITY. Invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof and the Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

20. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings between the parties and may not be changed or terminated orally, and no change or modification of this Agreement shall be binding unless in writing and signed by the party against whom the same is sought to be enforced.

21. APPLICABLE LAW. All questions relating to the validity, interpretation, performance, or enforcement of this Agreement, whether by arbitration or otherwise, shall be determined in accordance with the laws applicable in the State of Iowa.

22. BINDING EFFECT. Subject to the foregoing, this Lease inures to the benefit of, and is binding upon, the heirs, legatees, personal representatives, successors, and assigns of the parties hereto.

23. CUMULATIVE REMEDIES. Any remedies expressed in this Agreement shall not be exclusive or alternative, but are cumulative, and the parties shall have all other rights and remedies to which they are entitled to in law and equity in addition to any other remedies provided for in this Agreement.

24. WAIVER. Time is of the essence of this Lease. LESSOR's waiver of any default or failure at any time to require strict performance by LESSEE of any of the provisions hereof, shall not waive, or diminish LESSOR's right thereafter to demand strict compliance therewith or with any other provisions, or bar LESSOR's actions on future defaults. Any expressed or implied waiver of any particular default in this Agreement by LESSOR

shall not constitute an expressed or implied waiver of any other default of this Agreement by LESSEE.

25. NO ASSIGNMENT BY LESSEE. LESSEE shall not without prior written consent of LESSOR, sublease, lend, assign, transfer, pledge, mortgage, hypothecate, or encumber in any manner, this Lease or the Leased Equipment without prior written approval by LESSOR. Any attempt by LESSEE to assign or encumber this Lease of the Leased Equipment in violation of this provision is void and shall not be recognized, and further is a material breach and is grounds for termination. If approval of assignment is obtained, the term LESSEE shall include its assignee(s).

26. CONSTRUCTION. The language used in this Agreement shall be deemed to be the language chosen by both parties hereto to express their mutual intent, and no rule of strict construction against either party shall apply to any term or condition of this Agreement. The headings of the various sections herein are inserted merely as a matter of convenience and for reference and shall not be construed as in any manner defining, limiting or describing the scope or intent of the particular sections to which they refer, or as affecting the meaning or construction of the language in the body of such sections.

27. USE OF LANGUAGE. Whenever the context of this Lease requires, the masculine gender includes the feminine or neuter, and the singular number includes the plural; and whenever the word "LESSOR" is used herein it shall include all assignees of LESSOR. If there is more than one LESSEE named in this Lease, the liability of each shall be joint and several.

28. ACCEPTANCE BY LESSOR. This Lease shall not be valid unless signed by LESSOR.

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease Agreement.

Dated: April 19, 2013.

GTJ INVESTMENTS, INC., a  
Nebraska corporation, LESSOR

By [Signature]  
President

DDJ INVESTMENTS, INC., a  
Nebraska corporation, LESSEE

By [Signature]  
President

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EXHIBIT "A"

(TO CONDITIONAL COMMERCIAL EQUIPMENT LEASE AGREEMENT)

LESSOR: GTJ INVESTMENTS, INC., a Nebraska corporation  
Address: 1818 Locust St., Omaha, NE 68110  
Telephone: 402.709.7753

LESSEE: DDJ INVESTMENTS, INC., a Nebraska corporation  
Address: 4807-09 S. 20 St., Omaha, NE 68107  
Telephone: 402.731.2153

LEASE TERM: One (1) Year  
Commencement Date: May 1, 2013  
Termination Date: April 30, 2014

EQUIPMENT LOCATION: 4807-09 S. 20 St., Omaha, NE 68107

LEASE PAYMENT: US\$800.00/month

SECURITY DEPOSIT: US\$800.00

EQUIPMENT DESCRIPTION: See Attached

## FURNITURE + EQUIPMENT

- 12' X 14' WALK-IN KEG COOLER
- 8' X 22' IOWA 8 door WALK-IN S# 3958
- 10'8" X 23' MASTERBILT 12 door WALK-IN S# C-2934
- 1- LEER 1 door ICE FREEZER S# BIH-6387
- 1- LEER 2 door ICE Storage Freezer S# 87214-1
- 1- Vollrath 2 door WALK IN FREEZER S# 70445-FR-1
- 1- ICE BIN S# DJ1527
- 1- ICE MAKER Scotsman S# 904965-08A
- 1 PALLET JACK + PALLETS
- 2 - 2 wheel CARTS
- 3 - 4 wheel CARTS
- 1 - COLLAPSIBLE 2-4 wheel CART
- 2 - CASH REGISTERS
- 2 - OFFICE DESKS
- 4 - Metal Filing Cabinets

520 ft. LOZIER SHELVING  
KEG TAPPERS + ICE TUBS  
Electric Lift

Sales Counter

2 GLASS FRONT + GLASS TOP Sales Merchandiser

1 SPIN RACK

8' ICE CREAM FREEZER

original lease  
for Assets

COPY #7

COMMERCIAL EQUIPMENT LEASE AGREEMENT

THIS COMMERCIAL EQUIPMENT AGREEMENT (hereinafter "Agreement" or "Lease" or "Lease Agreement"), dated July 22, 2011, is entered into by and between GTJ INVESTMENTS, INC., a Nebraska corporation (hereinafter "LESSOR") and WEBBER BROTHERS, INC., f/k/a CRYSTAL BEVERAGE MART, INC., a Nebraska corporation ("LESSEE").

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

A. LESSOR owns the real property and improvements located thereon situated at and commonly known as 4807-09 S. 20 St., Omaha, NE 68107 ("the Premises").

B. Pursuant to the terms and conditions of that certain AGREEMENT FOR SALE AND PURCHASE OF ASSETS ("Sale/Purchase Agreement"), entered into by and among CRYSTAL BEVERAGE MART, INC., a Nebraska corporation, as Seller, ERIC A. WEBBER and ADAM P. WEBBER, as Shareholder ERIC and Shareholder ADAM, respectively, individually, and Shareholders collectively, GTJ Investments, Inc. a Nebraska corporation, as Buyer, and GEORGE T. JONES, as Shareholder GEORGE, LESSEE sold to LESSOR the assets and inventory of the Beverage Business as a going concern.

C. Pursuant to the terms and conditions of that certain REAL PROPERTY PURCHASE AGREEMENT ("Property Agreement"), entered into by and between ERIC A. WEBBER and ADAM P. WEBBER, JTWROS, as Seller, and GTJ Investments, Inc., a Nebraska corporation, as Purchaser, Shareholder ERIC and Shareholder ADAM sold to LESSOR the Premises from which the Beverage Business was operated.

D. From and after the closing on the sale and purchase of the Beverage Business and the sale and purchase of the Premises, LESSOR has operated a retail food, alcoholic and non-alcoholic beverage and snack food item sales operation under the licensed name "CRYSTAL BEVERAGE MART" from the Premises ("GTJ's Business") including the sale of alcoholic beverages under a Temporary Operating Permit pending approval of a Class D liquor license to be issued in the name of LESSOR.

E. LESSOR has been denied a Class D liquor license because Shareholder GEORGE, who is the sole shareholder of LESSOR, does not have the necessary qualifications.

F. Because Shareholder GEORGE has elected not to terminate his shareholding interest in and of LESSOR, and as LESSOR will be unable to obtain a Class D liquor license in its own name without

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Shareholder GEORGE terminating his shareholding interest in and of LESSOR, has elected to sell the GTJ Business.

G. LESSEE has agreed to purchase from LESSOR the GTJ Business as a going concern, including the existing inventory, and further agreed to lease the Premises and the personal property LESSOR purchased from LESSEE to once again operate a retail food, alcoholic and non-alcoholic beverage and snack food item sales business from the Premises, conditional upon LESSEE having its liquor license reinstated and renewed.

H. In order for LESSEE to operate a retail food, alcoholic and non-alcoholic drink and snack food item business from the Premises, LESSEE has agreed to lease from LESSOR, and LESSOR has agreed to lease to LESSEE, the personal property LESSOR purchased from LESSEE, conditional upon LESSEE having its Class D Liquor License reinstated and renewed.

I. The parties are in agreement upon the terms and conditions of the lease of the personal property and desire to set forth such terms and conditions in writing.

J. By separate agreement by and between the parties, LESSOR has agreed to lease the Premises to LESSEE, and LESSEE has agreed to lease the Premises from LESSOR, conditional upon LESSEE having its Class D Liquor License reinstated and renewed.

K. By separate agreement by and between the parties, LESSOR has agreed to sell to LESSEE, and LESSEE has agreed to purchase from LESSOR, the GTJ Business, including the existing inventory,

NOW, THEREFORE, in consideration of (i) the recitals, which are a contractual part of this Agreement, (ii) the specific consideration set forth below, and (iii) the mutual agreements, provisions and covenants herein contained, which are hereby acknowledged by the parties herein as sufficient consideration, THE PARTIES AGREE AS FOLLOWS:

1. LEASE. LESSOR hereby agrees to lease to LESSEE, and LESSEE hereby agrees to lease and hire from LESSOR, the furniture, fixtures and equipment and other personal property set forth in Exhibit "A", attached hereto and incorporated herein by this reference, with all parts, additions, repairs, and accessories now or hereafter used with or affixed thereto and herein collectively called "the Leased Equipment" according to the terms and conditions of this Lease.

2. LEASE TERM. The term of this Lease shall commence the date of reinstatement and renewal of a Class D Liquor License issued in the name of LESSEE and terminate the day preceding the one (1) year anniversary of the commencement date, unless terminated earlier as provided herein. In the event LESSEE shall

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not have had its Class D Liquor License reinstated and renewed within a reasonable time period from the date of this Lease Agreement, this Lease Agreement shall terminate and shall be of no further force or effect.

3. LEASE PAYMENTS. As rent for the Leased Equipment, LESSEE shall pay LESSOR, at its direction, the sum set forth in Exhibit "A".

4. LATE CHARGE. If any Lease payment, or other payment due from LESSEE to LESSOR, is not received within five (5) days of its due date, LESSEE promises to pay a late charge of five percent (5%) of the total payment amount, with said payment.

5. ACCEPTANCE/NO WARRANTY. LESSEE acknowledges that LESSEE or a duly authorized representative has fully inspected and accepted the Leased Equipment in good condition and repair. LESSOR is not a manufacturer or dealer, and LESSOR makes no representations, warranties, promises, guaranties, or agreements, oral or written, express or implied, as to any matter whatsoever regarding the Leased Equipment, except as may be expressly provided herein. LESSEE acknowledges that LESSOR does not make any express or implied warranties regarding the Leased Equipment and that LESSEE is leasing it from LESSOR in "AS IS" condition. However, to the extent the Leased Equipment is still subject to a manufacturer's warranty, if any, LESSOR assigns to LESSEE all of LESSOR's rights and remedies under that warranty to the extent they are assignable. LESSEE further acknowledges that its dissatisfaction with any unit, part or portion of the Leased Equipment or the failure of any unit, part or portion of the Leased Equipment to remain in useful condition for the full term of this Lease shall not relieve LESSEE from LESSEE's obligations under this Lease. LESSOR HAS NO OBLIGATION TO PROVIDE REPLACEMENT OF OR FOR THE LEASED EQUIPMENT FOR ANY REASON.

6. EXPENSES/FEES/TAXES. LESSEE shall pay all costs and expenses, fees, and charges, of whatever kind or nature and without exception, incurred in connection with the use and operation of the Leased Equipment. LESSEE shall comply with all laws and regulations relating to the Leased Equipment and its use. LESSEE shall keep the Leased Equipment free and clear of all levies, liens, and encumbrances and shall promptly pay when due and before the same become delinquent all sales, use, property, excise and other taxes and all official fees, including, but not limited to, license fees, registration fees, certificate of title, and all other assessments, charges, and taxes which may now or hereafter be imposed by any governmental body, agency or authority upon the ownership, leasing, renting, sale, possession, or use of the Leased Equipment. Upon request by LESSOR, LESSEE shall prepare and file all tax returns relating to taxes for which LESSEE is responsible hereunder which LESSEE is permitted to file under the laws of the applicable taxing jurisdiction. It

is the intent of this agreement that LESSOR shall receive the Lease rent hereunder as a net return on the Leased Equipment leased hereunder.

7. INSURANCE. At LESSEE's sole cost and expense, LESSEE shall obtain and maintain on or with respect to the Leased Equipment the following minimum insurance coverages during the Lease term and until the Leased Equipment is returned to LESSOR:

(a) liability insurance insuring against liability for bodily injury and property damage with a minimum limit of One Million and no/100 Dollars (\$1,000,000.00) combined single limit or such minimum amounts as may be required by law;

(b) physical damage insurance insuring against loss or damage to the Leased Equipment in an amount not less than the full replacement value of the Leased Equipment.

LESSEE shall furnish LESSOR with a certificate of insurance evidencing the issuance of a policy or policies to LESSEE in at least the minimum amounts required herein and name LESSOR as an additional insured thereunder for the liability coverage and as loss payee for the property damage coverage. Each such policy shall be in such form and with such insurers as may be satisfactory to LESSOR, and shall contain a clause that no action or misrepresentation by LESSEE shall invalidate such policy. LESSOR shall be under no duty to ascertain the existence of or to examine any such policy or to advise LESSEE in the event any such policy shall not comply with the requirements hereof. Any such policy will also provide LESSOR with at least 10 day's advance notice of any cancellation of coverage. LESSEE recognizes that LESSOR's interest in the loss proceeds of the Leased Equipment insurance may be a security interest under the law of Nebraska.

8. USE/INSPECTION. LESSEE will use the Leased Equipment with due care and for the purpose for which it is intended. LESSEE shall comply with all laws in anywise relating to the use, operation, or maintenance of the Leased Equipment. LESSEE shall not permit the use of the Leased Equipment by anyone other than LESSEE or LESSEE's employees. LESSEE shall not and shall not permit anyone else to use the Leased Equipment for any illegal purpose or in any way which is illegal. LESSOR shall have the right to inspect the Leased Equipment and observe its use at any reasonable time and from time to time without prior notice.

9. UPKEEP/REPAIR. LESSEE will, at LESSEE's sole expense, have the Leased Equipment serviced in accordance with the manufacturer's recommendations, and maintain the Leased Equipment in good working order, condition, and repair. LESSEE shall, at LESSEE's sole expense, make all modifications and improvements to the Leased Equipment required by law, and shall NOT make other modifications or improvements to the Leased Equipment without the prior written consent of LESSOR. All parts, modifications and improvements to the Leased Equipment shall, when installed or made, immediately become the property of LESSOR and part of the

Leased Equipment for all purposes.

10. RETURN OF THE LEASED EQUIPMENT. Upon the expiration or earlier termination of this Lease, LESSEE shall return the Leased Equipment to LESSOR in good repair, condition, and working order.

11. DAMAGE, LOSS OR DANGER. LESSEE assumes all risks and liability for the maintenance, repair, use, operation and storage of the Leased Equipment. LESSEE assumes and shall bear the entire risk of loss and damage to the Leased Equipment from any and every cause whatsoever, including, but not limited to theft, destruction, etc. No loss or damage to the Leased Equipment or any part thereof shall impair any obligation of LESSEE under this Lease which shall continue in full force and effect. In the event of loss or damage of any kind whatever to any item of Leased Equipment, LESSEE, at the option of LESSOR, shall place the Leased Equipment in good repair, condition, and working order, or replace the same with like Equipment in good repair, condition, and working order. Any repairs to or replacements of Leased Equipment shall be at the cost and expense of LESSEE and shall constitute accessions to such Leased Equipment, and title thereto shall vest and remain with LESSOR. Without prior written consent of LESSOR, LESSEE shall not make any alterations, additions, or improvements to the Leased Equipment. All additions and improvements of whatsoever kind or nature made to the Leased Equipment shall belong to and become the property of LESSOR upon the expiration, or earlier termination, of this Lease.

12. NO REPLACEMENT. LESSOR HAS NO OBLIGATION TO PROVIDE REPLACEMENT OF OR FOR THE LEASED EQUIPMENT FOR ANY REASON.

13. INDEMNIFICATION. LESSEE hereby indemnifies LESSOR against and agrees to hold LESSOR harmless from any and all liability, losses, damages, injuries, claims, demands, actions, suits, expense, including legal expenses, arising on account of, or connected with, or resulting from the use, condition, operation, delivery, or return of the Leased Equipment during the term of this Lease, including liability for death or injury to persons, damage to property, strict liability under the laws or judicial decisions of any state or the United States, and legal expenses in defending any claim brought to enforce any such liability or expense.

14. DEFAULT/REMEDIES. In the event LESSEE fails to preserve and maintain the Leased Equipment, discharge all taxes, liens, or charges, pay all costs and expenses, procure and maintain insurance, as above provided, LESSOR at its option may do so, and all such advances by LESSOR shall be added to the unpaid balance of the rentals due hereunder and shall be repayable by LESSEE to LESSOR on demand, together with interest thereon at the highest legal rate. In the event LESSEE fails to pay any Lease rent, or other amount herein provided within ten (10) days after same is

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due and payable, or if LESSEE shall default in the observance or performance of any other covenant or agreement or provision of this Lease, or if LESSEE fails to notify LESSOR within twenty-four (24) hours if the Leased Equipment is damaged or destroyed, the Leased Equipment is taken by the police or some other governmental official, or the Leased Equipment is abandoned or subjected to undue peril, or if any proceeding under the Bankruptcy Act, as amended, is commenced by or against the LESSEE, or if the LESSEE is adjudicated insolvent, or if the LESSEE makes any assignment for the benefit of his creditors, or if a writ of attachment or execution is levied on any item of the Leased Equipment and not released or satisfied within ten (10) days hereafter, or if a receiver is appointed in any proceeding or action to which the LESSEE is a party with authority to take possession or control of any item or Leased Equipment, or if any reorganization, arrangement or proceeding for the relief of debtors shall be instituted by or against LESSEE, then LESSOR shall have the right to exercise any one or more of the following remedies:

(a) To take any reasonable measures designed either to correct the default or to save LESSOR from loss in which case LESSEE will pay LESSOR for the costs and expenses incurred immediately upon demand;

(b) To apply LESSEE's security deposit, if any, to any amounts owed by LESSEE;

(c) To terminate the Lease and LESSEE's rights to possess and use the Leased Equipment;

(d) To declare the entire amount of rent hereunder immediately due and payable, without notice or demand to LESSEE;

(e) To determine LESSEE's termination liability on an early termination basis which LESSEE agrees to pay immediately upon demand;

(f) To sue for and recover all Lease rents, and other payments, then accrued or thereafter accruing;

(g) To take possession of Leased Equipment, without demand or notice, wherever located, without any court order or process of law. LESSEE hereby waives any and all damages occasioned by such taking of possession. Any said taking of possession shall not constitute a termination of this Lease unless LESSOR expressly so notifies LESSEE in writing; and/or

(h) To pursue any other remedy at law or in equity.

Notwithstanding any taking possession of Leased Equipment by LESSOR, or any other action which LESSOR may take, LESSEE shall be and remain liable for the full performance of all obligations on the part of LESSEE to be performed under this Lease. All such remedies are cumulative, and may be exercised concurrently or separately. LESSEE shall pay LESSOR all costs and expenses, including, but not limited to court costs and attorney fees to the extent permitted by law, incurred by LESSOR in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions, or provisions hereof.

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15. ASSIGNMENTS BY LESSOR. It is understood that LESSOR may assign this Lease, all amounts LESSEE shall owe under the Lease, and all LESSOR's interests and/or mortgage the Leased Equipment, and that said assignee may assign the same, all without LESSEE's consent. All rights of LESSOR in the Leased Equipment and this Lease may be assigned, pledged, mortgaged, transferred, or otherwise disposed of, in whole or in part, without notice to LESSEE. The assignee's rights shall be free from all defenses, set-offs, or counterclaims which LESSEE may be entitled to assert against LESSOR. No such assignee shall be obligated to perform any duty, covenant, or condition required to be performed by LESSOR under the terms of this Lease.

16. TITLE. Title to the Leased Equipment is, and shall be at all times and remain, the sole and exclusive personal property of LESSOR. LESSEE shall have no right, title, or interest therein except for possession and use while LESSEE's promises under the Lease are kept. LESSEE shall, at its sole cost and expense, protect and defend the title of LESSOR and keep it free of and from all claims and liens other than the rights of LESSEE hereunder and claims and liens created by or arising through LESSOR.

17. NOTICE. Any and all notices, designations, consents, offers, acceptances, or any other communication provided for herein shall be given in writing and shall be binding upon the parties hereto if sent by registered or certified mail, which shall be addressed in the case of LESSOR to GTJ INVESTMENTS, INC., Attn: President, 1818 Locust St., Omaha, NE 68110 and in the case of LESSEE to WEBBER BROTHERS, INC., Attn: President, 4807-4809 S. 20 St., Omaha, NE 68107, or to such other address as may be designated by either of them.

18. ADDITIONAL ACTION. LESSEE will promptly execute and deliver to LESSOR such further documents and take such further action as LESSOR may request in order to carry out more effectively the intent and purpose of this Lease, including the execution and delivery or appropriate financing statements to protect fully LESSOR's interest hereunder in accordance with the Uniform Commercial Code or other applicable law.

19. SEVERABILITY. Invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof and the Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

20. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings between the parties and may not be changed or terminated orally,

and no change or modification of this Agreement shall be binding unless in writing and signed by the party against whom the same is sought to be enforced.

21. APPLICABLE LAW. All questions relating to the validity, interpretation, performance, or enforcement of this Agreement, whether by arbitration or otherwise, shall be determined in accordance with the laws applicable in the State of Iowa.

22. BINDING EFFECT. Subject to the foregoing, this Lease inures to the benefit of, and is binding upon, the heirs, legatees, personal representatives, successors, and assigns of the parties hereto.

23. CUMULATIVE REMEDIES. Any remedies expressed in this Agreement shall not be exclusive or alternative, but are cumulative, and the parties shall have all other rights and remedies to which they are entitled to in law and equity in addition to any other remedies provided for in this Agreement.

24. WAIVER. Time is of the essence of this Lease. LESSOR's waiver of any default or failure at any time to require strict performance by LESSEE of any of the provisions hereof, shall not waive, or diminish LESSOR's right thereafter to demand strict compliance therewith or with any other provisions, or bar LESSOR's actions on future defaults. Any expressed or implied waiver of any particular default in this Agreement by LESSOR shall not constitute an expressed or implied waiver of any other default of this Agreement by LESSEE.

25. NO ASSIGNMENT BY LESSEE. LESSEE shall not without prior written consent of LESSOR, sublease, lend, assign, transfer, pledge, mortgage, hypothecate, or encumber in any manner, this Lease or the Leased Equipment without prior written approval by LESSOR. Any attempt by LESSEE to assign or encumber this Lease of the Leased Equipment in violation of this provision is void and shall not be recognized, and further is a material breach and is grounds for termination. If approval of assignment is obtained, the term LESSEE shall include its assignee(s).

26. CONSTRUCTION. The language used in this Agreement shall be deemed to be the language chosen by both parties hereto to express their mutual intent, and no rule of strict construction against either party shall apply to any term or condition of this Agreement. The headings of the various sections herein are inserted merely as a matter of convenience and for reference and shall not be construed as in any manner defining, limiting or describing the scope or intent of the particular sections to which they refer, or as affecting the meaning or construction of the language in the body of such sections.

27. USE OF LANGUAGE. Whenever the context of this Lease

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requires, the masculine gender includes the feminine or neuter, and the singular number includes the plural; and whenever the word "LESSOR" is used herein it shall include all assignees of LESSOR. If there is more than one LESSEE named in this Lease, the liability of each shall be joint and several.

28. ACCEPTANCE BY LESSOR. This Lease shall not be valid unless signed by LESSOR.

IT WITNESS WHEREOF, the parties hereto have duly executed this Lease Agreement.

GTJ INVESTMENTS, INC., a  
Nebraska corporation, LESSOR

By *George Jones*  
President

WEBBER BROTHERS, INC., a  
Nebraska corporation, LESSEE

By *Ed A. Webber*  
President

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EXHIBIT "A" -- TO COMMERCIAL EQUIPMENT LEASE AGREEMENT

LESSOR: GTJ INVESTMENTS, INC., a Nebraska corporation  
Address: 1818 Locust St., Omaha, NE 68110  
Telephone: (402) 789-7753

LESSEE: WEBBER BROTHERS, INC., a Nebraska corporation  
Address: 4807-09 S. 20 St., Omaha, NE 68107  
Telephone: \_\_\_\_\_

LEASE TERM: One (1) Year  
Commencement Date: July 22, 2011  
Termination Date: July 22, 2012

EQUIPMENT LOCATION: 4807-09 S. 20 St., Omaha, NE 68107

LEASE PAYMENT: \$ 800.00 /month

SECURITY DEPOSIT: \$ 800.00

EQUIPMENT DESCRIPTION: See Attached

GTJ INVESTMENTS, INC., a Nebraska corporation, LESSOR

WEBBER BROTHERS, INC., a Nebraska corporation, LESSEE

By *Neary, Jan*  
President

By *Edward Webber*  
President

FURNITURE + EQUIPMENT

- 12' X 14' WALK-IN REG COOLER
- 8' X 22' IOWA 8 door WALK-IN S# 3958
- 10'8" X 23' MASTERBILT 12 door WALK-IN S# C-2934
- 1- LEER 1 door ICE FREEZER S# B1H-6387
- 1- LEER 2 door ICE Storage Freezer S# 87214-1
- 1- Vollrath 2 door WALK IN FREEZER S# 70445-FR-1
- 1- ICE BIN S# DJ1527
- 1- ICE MAKER Scotsman S# 904965-08A
- 1 PALLET JACK + PALLETS
- 2 - 2 wheel CARTS
- 3 - 4 wheel CARTS
- 1 - COLLAPSIBLE 2-4 wheel CART
- 2 - CASH REGISTERS
- 2 - OFFICE DESKS
- 4 - Metal Filing Cabinets

- 520 ft. LOZIER SHELVING
- REG TAPPERS + ICE TUBS
- Electric Lift
- Sales Counter
- 2 GLASS FRONT + GLASS TOP Sales Merchandiser
- 1 SPIN RACK
- 8' ICE CREAM FREEZER

ECOP #7

ADDENDUM TO COMMERCIAL EQUIPMENT LEASE AGREEMENT

THIS ADDENDUM TO COMMERCIAL EQUIPMENT LEASE AGREEMENT is made on April 15, 2012, ("04/15/12 Addendum") by and between GTJ INVESTMENTS, INC., a Nebraska corporation ("LESSOR") and WEBBER BROTHERS, INC., a Nebraska corporation ("LESSEE").

THIS 04/15/12 Addendum shall be deemed a material part of that certain COMMERCIAL EQUIPMENT Lease Agreement dated July 22, 2011 ("Lease Agreement"), by and between GTJ INVESTMENTS, INC., a Nebraska corporation, as LESSOR, and WEBBER BROTHERS, INC., a Nebraska corporation, as LESSEE. The terms of this 04/15/12 Addendum shall modify and supersede the Lease Agreement in the manner and to the extent as set forth herein.

1. Term. The term of the Lease Agreement is hereby extended to, and shall expire on, April 30, 2013.

2. Other Provisions. All other terms and provisions of the Lease not modified or superseded by this 04/15/12 Addendum are hereby ratified and confirmed as set forth therein.

IN WITNESS WHEREOF, the parties hereto have executed this ADDENDUM TO COMMERCIAL EQUIPMENT LEASE AGREEMENT on April 15, 2012.

GTJ INVESTMENTS, INC., a  
Nebraska corporation, LESSOR

By *[Signature]*  
President

WEBBER BROTHERS, INC., a  
Nebraska corporation, LESSEE

By *[Signature]*  
President

*Lease Assignment*

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CONFIDENTIAL

CONDITIONAL ASSIGNMENT/ACCEPTANCE/ASSUMPTION/CONSENT OF BUSINESS  
PROPERTY LEASE AGREEMENT AND LEASE OBLIGATIONS AGREEMENT

THIS CONDITIONAL ASSIGNMENT/ACCEPTANCE/ASSUMPTION/CONSENT OF BUSINESS PROPERTY LEASE AGREEMENT AND LEASE OBLIGATIONS AGREEMENT ("Assignment/Assumption Agreement"), is entered into by and among WEBBER BROTHERS, INC., f/k/a CRYSTAL BEVERAGE MART, INC., a Nebraska corporation ("Assignor"), DDJ INVESTMENTS, INC., a Nebraska corporation ("Assignee"), and GTJ INVESTMENTS, INC., as Nebraska corporation ("Landlord").

RECITALS. This Assignment/Assumption Agreement is made with reference to the following facts and objectives:

A. Assignor, as Tenant, entered into a certain Business Property Lease Agreement ("Lease") dated July 22, 2011, and amended April 15, 2012, with Landlord for the building situated on and at the real property located at and commonly known as 4807 - 09 S. 20 St., Omaha, NE 68107 ("Premises"), from which Premises, Assignor operates a retail food, alcoholic and non-alcoholic beverage and snack food item sales business under the licensed registered TradeName "CRYSTAL BEVERAGE MART" ("the Beverage Business"). A true and correct copy of the Lease is attached hereto and incorporated herein by this reference.

B. Assignor, as Seller, has entered into a certain AGREEMENT FOR SALE AND PURCHASE OF ASSETS ("Sale/Purchase Agreement") with DDJ INVESTMENTS, INC., a Nebraska corporation, as Buyer, pursuant to the terms of which Sale/Purchase Agreement the Seller is selling the Beverage Business to Buyer, and Buyer is purchasing the Beverage Business from Seller.

C. Assignee will need to obtain a liquor license in its own name to operate the Beverage Business, and in order to do so, Assignee must have a lease agreement for the Premises.

D. Pursuant to the terms of the Sale/Purchase Agreement, Assignor has agreed to transfer, set over, and assign all of its rights and benefits in and to the Lease, and Buyer has agreed to accept and assume all of Assignor's rights, benefits, and possessions, and to fulfill all the duties and obligations of Assignor as contained and set forth in the Lease, subject to the terms of the Lease requiring Landlord's written consent.

E. Landlord has agreed to conditionally consent to the assignment of the Lease by Assignor and the acceptance and

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assumption of the Lease by Assignee.

F. The parties desire to set forth the terms and conditions of their agreement in writing.

G. By separate agreement, the parties have entered into a CONDITIONAL ASSIGNMENT/ACCEPTANCE/ASSUMPTION/CONSENT OF COMMERCIAL EQUIPMENT LEASE AGREEMENT AND LEASE OBLIGATIONS AGREEMENT of even date for the personal property used in the Beverage Business operations at the Premises.

NOW, THEREFORE, in consideration of the recitals, which are a contractual part of this Assignment/Assumption Agreement, and the mutual agreements, provisions and covenants herein contained, which are hereby acknowledged by the parties herein as sufficient consideration, IT IS AGREED AS FOLLOWS:

1. Assignor does hereby agree to transfer, set over, and assign to Assignee all of its rights and benefits in and to the Lease, and Assignee hereby agrees to accept and assume all of Assignor's rights, benefits, and possessions, and hereby agrees to fulfill all the duties and obligations of Assignor as contained and set forth in the Lease, subject, however, and on the condition that (i) Assignee obtain a Class D Liquor License and (ii) Assignee close on the sale and purchase of the Beverage Business. Should Assignee shall fail to obtain a Class D Liquor License and close on the sale and purchase of the Beverage Business, this Assignment/Assumption Agreement shall be null and void and of no force and effect.

2. Assignor understands and agrees that the Landlord is willing to consent to this Assignment/Assumption Agreement, thereby releasing Assignor from liability for the rent and all other obligations of the Lease.

3. Assignee hereby agrees to indemnify and hold Assignor harmless from and against all damages, losses, claims, obligations, liabilities and expenses, including reasonable attorneys' fees, arising out of any breach by Assignee of any of the provisions of the Lease.

4. Provided the conditions set forth in Section 1 above have been met, Landlord does hereby consent to the assignment of the Lease by Assignor and the acceptance/assumption by Assignee as provided for herein, subject, however, and on the condition that Assignor be current on the payment of rent and performance of all the duties and obligations of Assignor as contained and set forth in the Lease.

5. This Assignment/Assumption Agreement or any other agreement relating to this Assignment/Assumption Agreement may be amended or supplemented by additional agreements, articles or certificates as may be determined by Assignor or Assignee to be

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necessary, desirable or expedient to further the purposes of this Assignment/Assumption Agreement or to clarify the intention of the parties hereto, or to add to or modify the covenants, terms or conditions hereof or to effect or facilitate any approval or acceptance of the transactions contemplated by this Assignment/Assumption Agreement or the consummation of any of the transactions contemplated hereby.

6. This Assignment/Assumption Agreement contains the entire additional agreements of the parties with regard to the Lease.

7. Assignor, Assignee and Landlord represent and warrant that no leasing or finding fees have been earned by a third party for which any party would be liable, except as may be set forth in the Lease.

8. Except as modified and amended herein, all other terms and conditions of the Lease shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, this Assignment/Assumption Agreement has been executed by the parties or their duly authorized representatives hereto.

Dated: April 19, 2013.

WEBBER BROTHERS, INC.,  
a Nebraska corporation,  
Assignor

By *Erin W. Webber*  
President

DDJ INVESTMENTS, INC., a  
Nebraska corporation,  
Assignee

By *[Signature]*  
President

GTJ INVESTMENTS, INC., a  
Nebraska corporation,  
Landlord

By *[Signature]*  
President

*Original  
lease*

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BUSINESS PROPERTY LEASE AGREEMENT

This BUSINESS PROPERTY LEASE AGREEMENT ("Lease Agreement") dated July 22, 2011, is entered into by and between GTJ INVESTMENTS, INC., a Nebraska corporation (hereinafter "LANDLORD") and WEBBER BROTHERS, INC., f/k/a CRYSTAL BEVERAGE MART, INC., a Nebraska corporation ("TENANT").

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

A. LANDLORD owns the real property and improvements located thereon situated at and commonly known as 4807-09 S. 20 St., Omaha, NE 68107 ("the Premises").

B. Pursuant to the terms and conditions of that certain AGREEMENT FOR SALE AND PURCHASE OF ASSETS ("Sale/Purchase Agreement"), entered into by and among CRYSTAL BEVERAGE MART, INC., a Nebraska corporation, as Seller, ERIC A. WEBBER and ADAM P. WEBBER, as Shareholder ERIC and Shareholder ADAM, respectively, individually, and Shareholders collectively, GTJ Investments, Inc. a Nebraska corporation, as Buyer, and GEORGE T. JONES, as Shareholder GEORGE, TENANT sold to LANDLORD the assets and inventory of the Beverage Business as a going concern.

C. Pursuant to the terms and conditions of that certain REAL PROPERTY PURCHASE AGREEMENT ("Property Agreement"), entered into by and between ERIC A. WEBBER and ADAM P. WEBBER, JTWROS, as Seller, and GTJ Investments, Inc., a Nebraska corporation, as Purchaser, Shareholder ERIC and Shareholder ADAM sold to LANDLORD the Premises from which the Beverage Business was operated.

D. From and after the closing on the sale and purchase of the Beverage Business and the sale and purchase of the Premises, LANDLORD has operated a retail food, alcoholic and non-alcoholic beverage and snack food item sales operation under the licensed name "CRYSTAL BEVERAGE MART" from the Premises ("GTJ's Business") including the sale of alcoholic beverages under a Temporary Operating Permit pending approval of a Class D liquor license to be issued in the name of LANDLORD.

E. LANDLORD has been denied a Class D liquor license because Shareholder GEORGE, who is the sole shareholder of LANDLORD, does not have the necessary qualifications.

F. Because Shareholder GEORGE has elected not to terminate his shareholding interest in and of LANDLORD, and as LANDLORD will be unable to obtain a Class D liquor license in its own name without Shareholder GEORGE terminating his shareholding interest in and of LANDLORD, has elected to sell the GTJ Business.

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G. TENANT has agreed to purchase from LANDLORD the GTJ Business as a going concern, including the existing inventory, and further agreed to lease the Premises and the personal property LANDLORD purchased from TENANT to once again operate a retail food, alcoholic and non-alcoholic beverage and snack food item sales business from the Premises, conditional upon TENANT having its liquor license reinstated and renewed:

H. In order for TENANT to have its liquor license reinstated and renewed and to operate a retail food, alcoholic and non-alcoholic drink and snack food item business from the Premises, TENANT must lease the Premises from LANDLORD, conditional upon TENANT having its Class D Liquor License reinstated and renewed.

I. The parties are in agreement upon the terms and conditions of the lease of the Premises and desire to set forth such terms and conditions in writing.

J. By separate agreement by and between the parties, LANDLORD has agreed to lease to TENANT, and TENANT has agreed to lease from LANDLORD, the personal property LANDLORD purchased from TENANT, conditional upon TENANT having its Class D Liquor License reinstated and renewed.

K. By separate agreement by and between the parties, LANDLORD has agreed to sell to TENANT, and TENANT has agreed to purchase from LANDLORD, the GTJ Business, including the existing inventory, conditional upon TENANT having its Class D Liquor License reinstated and renewed.

NOW, THEREFORE, in consideration of (i) the recitals, which are a contractual part of this Agreement, (ii) the specific consideration set forth below, and (iii) the mutual agreements, provisions and covenants herein contained, which are hereby acknowledged by the parties herein as sufficient consideration, THE PARTIES AGREE AS FOLLOWS:

1. Description of Premises. LANDLORD hereby agrees to lease to TENANT, and TENANT hereby agrees to lease from LANDLORD, the real property and improvements located at and commonly known as 4807-4809 S. 20 St., Omaha, NE 68107 according to the terms and conditions of this Lease Agreement.

2. Term. The term of this Lease Agreement shall commence the date of reinstatement and renewal of a Class D Liquor License issued in the name of TENANT and terminate the day preceding the one (1) year anniversary of the commencement date, unless terminated earlier as provided herein. In the event TENANT shall not have had its Class D Liquor License reinstated and renewed within a reasonable time period from the date of this Lease Agreement, this Lease Agreement shall terminate and shall be of

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no further force or effect.

3. Rent. (a) Base Rent. The total Base Rent for the initial term under this Lease Agreement is set forth in "Exhibit A", attached hereto and incorporated herein by this reference. TENANT shall pay LANDLORD at LANDLORD's address as set forth in "Exhibit A" such amount in advance in equal monthly installments as set forth in "Exhibit A", with succeeding payments due on the 1st day of each month thereafter during the term of this Lease Agreement. If the commencement date is other than the first day of the month, Base Rent shall be pro-rated for the first month.

(b) Payment of Rent. TENANT agrees to pay the Base Rent as and when due, together with all other amounts required to be paid by TENANT under this Lease Agreement. In the event of nonpayment of any amounts due under this Lease Agreement, whether or not designated as rent, LANDLORD shall have all the rights and remedies provided for in this Lease Agreement or by law for failure to pay rent.

(c) Late Charge. If the TENANT fails to pay the Base Rent together with all other amounts required to be paid by TENANT under this Lease Agreement on or before the fifth day after such payments are due, TENANT agrees to pay LANDLORD a late charge of five percent (5%) of the sums then due.

(d) Security Deposit. As partial consideration for the execution of this Lease Agreement, the TENANT has delivered to LANDLORD for LANDLORD's use and possession the sum set forth in "Exhibit A" as a Security Deposit. The Security Deposit will be returned to TENANT at the expiration of this Lease Agreement if TENANT has fully complied with all covenants and conditions of this Lease Agreement.

4. Use of Premises. The demised Premises are to be used for the retail sale of food, alcoholic and non-alcoholic drink and snack food items for consumption off-premises and related purposes, and any lawful activity incident to TENANT's business.

5. Restrictions on Use. There shall be no restriction on TENANT's use of the demised Premises, provided TENANT adequately insures against the risks associated with such activity in accordance with insurance requirements of Section 14 below. TENANT shall comply with all requirements of the insurer applicable to the demised Premises necessary to keep in force the required fire and liability insurance.

6. Waste, Nuisance, or Unlawful Activity. TENANT shall not allow any waste or nuisance on the demised Premises, or use or allow the demised Premises to be used for any unlawful purpose. TENANT shall keep the demised Premises clean and free of debris and trash.

7. Utilities. TENANT shall arrange for and pay as they shall come due all utilities furnished or chargeable to the demised

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Premises from the date of possession for the term of this Lease Agreement, including, but not limited to, electricity, gas, water, sewer, telephone service, security alarm, etc.

8. Repairs and Maintenance. In consideration of this Lease Agreement and the rate of rent contained herein, TENANT shall be solely responsible for and agrees to maintain in good condition, and to repair and replace as necessary, at its own cost and expense, the Premises and the improvements located thereon, including, windows, doors, and glass; excepting, however, that LANDLORD shall be responsible for the repair or replacement of any existing heating and air conditioning system/systems, although TENANT shall be responsible for the regular maintenance thereof.

9. Condition of Premises. Except as provided herein, TENANT agrees that no promises, representations, statements, or warranties have been made by LANDLORD to TENANT respecting the condition of the demised premises or the making of any repairs to the demised Premises. TENANT hereby acknowledges that the demised Premises are in an acceptable condition and hereby accepts the demised Premises "AS IS". TENANT shall, at the termination of this Lease Agreement, remove all of TENANT's property and surrender the demised Premises to LANDLORD in as good condition as when TENANT took possession, normal wear excepted.

10. Entry on Premises by LANDLORD. LANDLORD reserves the right to enter on the demised Premises at reasonable times with reasonable advance notice to inspect the demised Premises and to perform required repairs to any existing heating and air conditioning system/systems.

11. TENANT's Improvements. TENANT shall have the right to make improvements or other alterations to the Premises at its own expense. Prior to commencing any such work, TENANT shall first obtain the written consent of LANDLORD for the proposed work. LANDLORD may, as a condition to its consent, require that the TENANT give sufficient security that the Premises will be completed free and clear of liens and in a manner satisfactory to LANDLORD.

12. Damage by Fire or Other Casualty. If, during the term of this Lease Agreement, the Premises shall be so damaged by fire or any other cause except TENANT's negligent or intentional act so as to render the Premises untenable, the rent shall be abated while the Premises remain untenable; and in the event of such damage, LANDLORD shall elect whether to repair the Premises or to cancel this Lease Agreement, and shall notify TENANT in writing of its election within sixty (60) days after such damage. In the event LANDLORD elects to repair the Premises, the work or repair shall begin promptly and shall be carried on without unnecessary delay. In the event LANDLORD elects not to repair the Premises,

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this Lease Agreement shall be deemed canceled as of the date of the damage. Such damage shall not extend the term of this Lease Agreement.

13. Non-Liability of LANDLORD for Damages. LANDLORD shall not be liable for liability or damage claims for injury to persons or property from any cause relating to the occupancy of the demised Premises by TENANT, including those arising through public use of or arising out of accidents occurring in or about the demised Premises during the term of this Lease Agreement. TENANT shall indemnify LANDLORD from any and all liability, loss, or other damage claims or obligations resulting from any injuries or losses of this nature.

14. Liability Insurance. TENANT shall procure and maintain in force at its expense during the term of this Lease Agreement, public liability insurance adequate to protect against liability for damage claims through public use of or arising out of accidents occurring in or about the demised Premises, in a minimum amount of One Million and no/100 Dollars (US\$1,000,000.00) for each person injured, One Million and no/100 Dollars (US\$1,000,000.00) for injuries to persons in any one accident, and Five Hundred Thousand and no/100 Dollars (US\$500,000.00) for property damage. The insurance policies shall provide coverage for contingent liability of LANDLORD on any claims or losses. Insurance policies and proof of coverage shall be made available to LANDLORD upon LANDLORD's request. TENANT shall obtain a written obligation from the insurers to notify LANDLORD in writing at least thirty (30) days prior to cancellation or refusal to renew any policy. If the required insurance policies are not kept in force during the entire term of this Lease Agreement, LANDLORD may procure the necessary insurance and pay the premium therefore, and the premium shall be repaid to LANDLORD as an additional rent installment for the month following the date on which the premium was paid by LANDLORD.

15. Personal Property at Risk of TENANT. All personal property in the demised Premises shall be at the risk of TENANT only. LANDLORD shall not be liable for any damage to any property of TENANT or TENANT's agents, employees, or invitees caused by steam, electricity, sewage, gas or odors, or from water, rain, or snow which may leak into, issue or flow into the demised Premises from any place, or for any damage done to property of TENANT in moving the same to or from the demised Premises.

16. Assignment, Sublease or License. TENANT shall not assign or sublease the demised Premises, or any right or privilege connected with the demised Premises, or allow any other person except agents and employees of TENANT to occupy the demised Premises or any part of the demised Premises without first obtaining the written consent of LANDLORD, and any such consent

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shall not be a consent to a subsequent assignment, sublease, or occupation by other persons. Any unauthorized assignment, sublease, or license to occupy by TENANT shall be void and shall terminate this Lease Agreement at the option of LANDLORD. LANDLORD has the right to assign its interest under this Lease Agreement or the rent reserved hereunder.

17. Condemnation. Should the demised premises be taken by public authority under the power of eminent domain, then this Lease Agreement shall terminate on the effective date thereof. Compensation and all damages awarded for such taking shall be the exclusive property of the LANDLORD.

18. Default and Remedies. LANDLORD shall have the right to terminate this Lease Agreement or to terminate TENANT's right of possession without terminating this Lease Agreement at any time that: (i) any monthly installment of rent shall remain unpaid for ten (10) days after the due date thereof, (ii) TENANT shall have failed to correct or cure any default or breach of any covenant or promise of the TENANT made herein after ten (10) days written notice by LANDLORD, (iii) any proceeding for bankruptcy relief shall have been commenced by or against TENANT or any proceeding commenced to declare TENANT insolvent, or to reduce or modify TENANT's debts or obligations, or to delay the payment thereof, or any assignment of TENANT's property to be made for the benefit of creditors, or a receiver or Trustee be appointed for TENANT or TENANT's property or business and such proceedings have not been dismissed or such receiver or Trustee removed within a period of thirty (30) days. The foregoing rights of LANDLORD shall be in addition to and not exclusive of such other rights as LANDLORD has or causes of action that may accrue to LANDLORD because of TENANT's failure to fulfill, perform or observe the obligations, agreements or covenants of this Lease Agreement.

19. Subordination. This Lease Agreement shall at all times be subject and subordinate to any mortgages which may affect the demised Premises, and to all renewals, amendments, modifications, replacements, spreaders, consolidations and extensions of such mortgages.

20. Brokers. Each party warrants that no leasing or finding fees have been earned by a third party for which the other would be liable.

21. Waivers. Waiver by LANDLORD of any breach of any covenant or duty of TENANT under this Lease Agreement is not a waiver of a breach of any other covenant or duty of TENANT, or of any subsequent breach of the same covenant or duty.

22. Construction/Headings. The language used in this Lease Agreement shall be deemed to be the language chosen by both parties hereto to express their mutual intent, and no rule of

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strict construction against either party shall apply to any term or condition of this Lease Agreement. The headings herein are for the purposes of convenient reference only and shall not be used to construe or modify the terms written in the text of this instrument.

23. Entire Agreement. This Lease Agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any party preceding the date of this Lease Agreement shall not be binding upon either party, except to the extent incorporated in this Lease Agreement.

24. Modification of Agreement. Any modification of this Lease Agreement or additional obligation assumed by either party in connection with this Lease Agreement, shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.

25. Notices. All notices, demands, or other writings in this Lease Agreement provided to be given or made or sent, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when made in writing and deposited in the United States mail, registered and postage paid, and addressed to that party to the address set forth on page one of this Lease Agreement. The address to which any notice, demand, or other writing may be given or made or sent to any party as above provided may be changed by written notice given by such party as above provided.

26. Binding Effect. This Lease Agreement shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of the parties.

27. Governing Law. This Lease Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Nebraska.

IT WITNESS WHEREOF, the parties hereto have duly executed this Lease Agreement.

GTJ INVESTMENTS, INC., a  
Nebraska corporation, LANDLORD

By *George J. Jones*  
President

WEBBER BROTHERS, INC., a  
Nebraska corporation, TENANT

By *Ernest A. Webber*  
President

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EXHIBIT A

(TO BUSINESS PROPERTY LEASE AGREEMENT)

In the event of any conflict between the following Lease Provisions and any other provisions of the Lease Agreement to which this Exhibit A is attached, such other provision shall govern:

(a) LANDLORD: GTJ INVESTMENTS, INC., a Nebraska corporation

(b) LANDLORD's Address for Notices and Rent Payments:

1818 Locust St Omaha NE 68110

(c) TENANT: WEBBER BROTHERS, INC., a Nebraska corporation

(d) TENANT's Address for Notices: 4807-09 S. 20 St., Omaha, NE 68107

(e) TENANT's Trade Name: CRYSTAL BEVERAGE MART

(f) Address of Premises: see (d) above

(g) Approximate Square Footage of Premises:

*DIDG Approx 90' x 98'  
with second floor storage  
Approx 12' x 50'*

(h) Number of Years in Lease Term: One (1)

(i) Commencement Date of Lease Term: July 22, 2011

(j) Termination Date of Lease Term: July 22, 2012

(k) Base Rent: US\$ \$2000.<sup>00</sup>

(l) Monthly Base Rent Payment: US\$ \$2000.<sup>00</sup>

(m) Security Deposit: US\$ \$2000.<sup>00</sup>

(n) Permitted Use of Premises: Retail sales

GTJ INVESTMENTS, INC., a Nebraska corporation, LANDLORD, TENANT

WEBBER BROTHERS, INC., a Nebraska corporation,

By *Gregory J. Moore*  
President

By *Erin A. Webber*  
President

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ADDENDUM TO BUSINESS PROPERTY LEASE AGREEMENT

THIS ADDENDUM TO BUSINESS PROPERTY LEASE AGREEMENT is made on April 15, 2012, ("04/15/12 Addendum") by and between GTJ INVESTMENTS, INC., a Nebraska corporation ("LANDLORD") and WEBBER BROTHERS, INC., a Nebraska corporation ("TENANT").

THIS 04/15/12 Addendum shall be deemed a material part of that certain Business Property Lease Agreement dated July 22, 2011 ("Lease"), by and between GTJ INVESTMENTS, INC., a Nebraska corporation, as LANDLORD, and WEBBER BROTHERS, INC., a Nebraska corporation, as TENANT. The terms of this 04/15/12 Addendum shall modify and supersede the Lease in the manner and to the extent as set forth herein.

1. Term. The term of the Lease is hereby extended to, and shall expire on, April 30, 2013.

2. Other Provisions. All other terms and provisions of the Lease not modified or superseded by this 04/15/12 Addendum are hereby ratified and confirmed as set forth therein.

IN WITNESS WHEREOF, the parties hereto have executed this ADDENDUM TO BUSINESS PROPERTY LEASE AGREEMENT on April 15, 2012.

GTJ INVESTMENTS, INC., a  
Nebraska corporation, LANDLORD

By George T. Jones  
President

WEBBER BROTHERS, INC., a  
Nebraska corporation, TENANT

By Erin A. Webber  
President

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CONDITIONAL BUSINESS PROPERTY LEASE AGREEMENT

This CONDITIONAL BUSINESS PROPERTY LEASE AGREEMENT ("Lease Agreement") is entered into by and between GTJ INVESTMENTS, INC., a Nebraska corporation (hereinafter "LANDLORD") and DDJ INVESTMENTS, INC., a Nebraska corporation ("TENANT").

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

A. LANDLORD owns the real property and improvements located thereon situated at and commonly known as 4807-09 S. 20 St., Omaha, NE 68107 ("the Premises").

B. LANDLORD currently leases the Premises to WEBBER BROTHERS, INC., f/k/a CRYSTAL BEVERAGE MART, INC., a Nebraska corporation ("WEBBER BROS."), from which Premises, WEBBER operates a retail food, alcoholic and non-alcoholic beverage and snack food item sales business under the licensed registered TradeName "CRYSTAL BEVERAGE MART" ("the Beverage Business").

B. WEBBER BROS., as Seller, has entered into a certain AGREEMENT FOR SALE AND PURCHASE OF ASSETS ("Sale/Purchase Agreement") with DDJ INVESTMENTS, INC., a Nebraska corporation, as Buyer ("TENANT"), pursuant to the terms of which Sale/Purchase Agreement the Seller is selling the Beverage Business to Buyer, and Buyer is purchasing the Beverage Business from Seller.

C. TENANT will need to obtain a liquor license in its own name to operate the Beverage Business, and in order to do so, Assignee must have a lease agreement for the Premises from and after April 30, 2013, Seller's current lease for the Premises terminates.

D. LANDLORD has agreed to lease the Premises to TENANT from and after April 30, 2013, when Seller's current lease for the Premises terminates, conditional upon TENANT being issued a temporary operating permit and subsequently being approved for and receiving a Class D Liquor License.

E. The parties desire to set forth the terms and conditions of their agreement in writing.

F. By separate agreement, the parties have entered into a CONDITIONAL COMMERCIAL EQUIPMENT LEASE AGREEMENT of even date for

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the personal property used in the Beverage Business operations at the Premises from and after April 30, 2013, conditional upon TENANT being issued a temporary operating permit and subsequently being approved for and receiving a Class D Liquor License.

NOW, THEREFORE, in consideration of (i) the recitals, which are a contractual part of this Agreement, (ii) the specific consideration set forth below, and (iii) the mutual agreements, provisions and covenants herein contained, which are hereby acknowledged by the parties herein as sufficient consideration, THE PARTIES AGREE AS FOLLOWS:

1. Description of Premises. LANDLORD hereby agrees to lease to TENANT, and TENANT hereby agrees to lease from LANDLORD, the real property and improvements located at and commonly known as 4807-4809 S. 20 St., Omaha, NE 68107 according to the terms and conditions of this Lease Agreement.

2. Term. The term of this Lease Agreement shall commence May 1, 2013, and terminate April 30, 2014, unless terminated earlier as provided herein. In the event TENANT shall not be issued a temporary operating permit and subsequently being approved for and receiving a Class D Liquor License in its name within a reasonable time period from the date of this Lease Agreement, this Lease Agreement shall terminate and shall be of no further force or effect. \*

3. Rent. (a) Base Rent. The total Base Rent for the initial term under this Lease Agreement is set forth in "Exhibit A", attached hereto and incorporated herein by this reference. TENANT shall pay LANDLORD at LANDLORD's address as set forth in "Exhibit A" such amount in advance in equal monthly installments as set forth in "Exhibit A", with succeeding payments due on the 1st day of each month thereafter during the term of this Lease Agreement. If the commencement date is other than the first day of the month, Base Rent shall be pro-rated for the first month.

(b) Payment of Rent. TENANT agrees to pay the Base Rent as and when due, together with all other amounts required to be paid by TENANT under this Lease Agreement. In the event of nonpayment of any amounts due under this Lease Agreement, whether or not designated as rent, LANDLORD shall have all the rights and remedies provided for in this Lease Agreement or by law for failure to pay rent.

(c) Late Charge. If the TENANT fails to pay the Base Rent together with all other amounts required to be paid by TENANT under this Lease Agreement on or before the fifth day after such payments are due, TENANT agrees to pay LANDLORD a late charge of five percent (5%) of the sums then due.

(d) Security Deposit. As partial consideration for the execution of this Lease Agreement, the TENANT has delivered to LANDLORD for LANDLORD's use and possession the sum set forth in "Exhibit A" as a Security Deposit. The Security Deposit will be

returned to TENANT at the expiration of this Lease Agreement if TENANT has fully complied with all covenants and conditions of this Lease Agreement.

4. Use of Premises. The demised Premises are to be used for the retail sale of food, alcoholic and non-alcoholic drink and snack food items for consumption off-premises and related purposes, and any lawful activity incident to TENANT's business.

5. Restrictions on Use. There shall be no restriction on TENANT's use of the demised Premises, provided TENANT adequately insures against the risks associated with such activity in accordance with insurance requirements of Section 14 below. TENANT shall comply with all requirements of the insurer applicable to the demised Premises necessary to keep in force the required fire and liability insurance.

6. Waste, Nuisance, or Unlawful Activity. TENANT shall not allow any waste or nuisance on the demised Premises, or use or allow the demised Premises to be used for any unlawful purpose. TENANT shall keep the demised Premises clean and free of debris and trash.

7. Utilities. TENANT shall arrange for and pay as they shall come due all utilities furnished or chargeable to the demised Premises from the date of possession for the term of this Lease Agreement, including, but not limited to, electricity, gas, water, sewer, telephone service, security alarm, etc.

8. Repairs and Maintenance. In consideration of this Lease Agreement and the rate of rent contained herein, TENANT shall be solely responsible for and agrees to maintain in good condition, and to repair and replace as necessary, at its own cost and expense, the Premises and the improvements located thereon, including, windows, doors, and glass; excepting, however, that LANDLORD shall be responsible for the repair or replacement of any existing heating and air conditioning system/systems, although TENANT shall be responsible for the regular maintenance thereof.

9. Condition of Premises. Except as provided herein, TENANT agrees that no promises, representations, statements, or warranties have been made by LANDLORD to TENANT respecting the condition of the demised premises or the making of any repairs to the demised Premises. TENANT hereby acknowledges that the demised Premises are in an acceptable condition and hereby accepts the demised Premises "AS IS". TENANT shall, at the termination of this Lease Agreement, remove all of TENANT's property and surrender the demised Premises to LANDLORD in as good condition as when TENANT took possession, normal wear excepted.

10. Entry on Premises by LANDLORD. LANDLORD reserves the

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right to enter on the demised Premises at reasonable times with reasonable advance notice to inspect the demised Premises and to perform required repairs to any existing heating and air conditioning system/systems.

11. TENANT's Improvements. TENANT shall have the right to make improvements or other alterations to the Premises at its own expense. Prior to commencing any such work, TENANT shall first obtain the written consent of LANDLORD for the proposed work. LANDLORD may, as a condition to its consent, require that the TENANT give sufficient security that the Premises will be completed free and clear of liens and in a manner satisfactory to LANDLORD.

12. Damage by Fire or Other Casualty. If, during the term of this Lease Agreement, the Premises shall be so damaged by fire or any other cause except TENANT's negligent or intentional act so as to render the Premises untenable, the rent shall be abated while the Premises remain untenable; and in the event of such damage, LANDLORD shall elect whether to repair the Premises or to cancel this Lease Agreement, and shall notify TENANT in writing of its election within sixty (60) days after such damage. In the event LANDLORD elects to repair the Premises, the work or repair shall begin promptly and shall be carried on without unnecessary delay. In the event LANDLORD elects not to repair the Premises, this Lease Agreement shall be deemed canceled as of the date of the damage. Such damage shall not extend the term of this Lease Agreement.

13. Non-Liability of LANDLORD for Damages. LANDLORD shall not be liable for liability or damage claims for injury to persons or property from any cause relating to the occupancy of the demised Premises by TENANT, including those arising through public use of or arising out of accidents occurring in or about the demised Premises during the term of this Lease Agreement. TENANT shall indemnify LANDLORD from any and all liability, loss, or other damage claims or obligations resulting from any injuries or losses of this nature.

14. Liability Insurance. TENANT shall procure and maintain in force at its expense during the term of this Lease Agreement, public liability insurance adequate to protect against liability for damage claims through public use of or arising out of accidents occurring in or about the demised Premises, in a minimum amount of One Million and no/100 Dollars (US\$1,000,000.00) for each person injured, One Million and no/100 Dollars (US\$1,000,000.00) for injuries to persons in any one accident, and Five Hundred Thousand and no/100 Dollars (US\$500,000.00) for property damage. The insurance policies shall provide coverage for contingent liability of LANDLORD on any claims or losses. Insurance policies and proof of coverage shall be made available to LANDLORD upon LANDLORD's request. TENANT

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shall obtain a written obligation from the insurers to notify LANDLORD in writing at least thirty (30) days prior to cancellation or refusal to renew any policy. If the required insurance policies are not kept in force during the entire term of this Lease Agreement, LANDLORD may procure the necessary insurance and pay the premium therefore, and the premium shall be repaid to LANDLORD as an additional rent installment for the month following the date on which the premium was paid by LANDLORD.

15. Personal Property at Risk of TENANT. All personal property in the demised Premises shall be at the risk of TENANT only. LANDLORD shall not be liable for any damage to any property of TENANT or TENANT's agents, employees, or invitees caused by steam, electricity, sewage, gas or odors, or from water, rain, or snow which may leak into, issue or flow into the demised Premises from any place, or for any damage done to property of TENANT in moving the same to or from the demised Premises.

16. Assignment, Sublease or License. TENANT shall not assign or sublease the demised Premises, or any right or privilege connected with the demised Premises, or allow any other person except agents and employees of TENANT to occupy the demised Premises or any part of the demised Premises without first obtaining the written consent of LANDLORD, and any such consent shall not be a consent to a subsequent assignment, sublease, or occupation by other persons. Any unauthorized assignment, sublease, or license to occupy by TENANT shall be void and shall terminate this Lease Agreement at the option of LANDLORD. LANDLORD has the right to assign its interest under this Lease Agreement or the rent reserved hereunder.

17. Condemnation. Should the demised premises be taken by public authority under the power of eminent domain, then this Lease Agreement shall terminate on the effective date thereof. Compensation and all damages awarded for such taking shall be the exclusive property of the LANDLORD.

18. Default and Remedies. LANDLORD shall have the right to terminate this Lease Agreement or to terminate TENANT's right of possession without terminating this Lease Agreement at any time that: (i) any monthly installment of rent shall remain unpaid for ten (10) days after the due date thereof, (ii) TENANT shall have failed to correct or cure any default or breach of any covenant or promise of the TENANT made herein after ten (10) days written notice by LANDLORD, (iii) any proceeding for bankruptcy relief shall have been commenced by or against TENANT or any proceeding commenced to declare TENANT insolvent, or to reduce or modify TENANT's debts or obligations, or to delay the payment thereof, or any assignment of TENANT's property to be made for the benefit of creditors, or a receiver or Trustee be appointed for TENANT or TENANT's property or business and such proceedings have not been

dismissed or such receiver or Trustee removed within a period of thirty (30) days. The foregoing rights of LANDLORD shall be in addition to and not exclusive of such other rights as LANDLORD has or causes of action that may accrue to LANDLORD because of TENANT's failure to fulfill, perform or observe the obligations, agreements or covenants of this Lease Agreement.

19. Subordination. This Lease Agreement shall at all times be subject and subordinate to any mortgages which may affect the demised Premises, and to all renewals, amendments, modifications, replacements, spreaders, consolidations and extensions of such mortgages.

20. Brokers. Each party warrants that no leasing or finding fees have been earned by a third party for which the other would be liable.

21. Waivers. Waiver by LANDLORD of any breach of any covenant or duty of TENANT under this Lease Agreement is not a waiver of a breach of any other covenant or duty of TENANT, or of any subsequent breach of the same covenant or duty.

22. Construction/Headings. The language used in this Lease Agreement shall be deemed to be the language chosen by both parties hereto to express their mutual intent, and no rule of strict construction against either party shall apply to any term or condition of this Lease Agreement. The headings herein are for the purposes of convenient reference only and shall not be used to construe or modify the terms written in the text of this instrument.

23. Entire Agreement. This Lease Agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any party preceding the date of this Lease Agreement shall not be binding upon either party, except to the extent incorporated in this Lease Agreement.

24. Modification of Agreement. Any modification of this Lease Agreement or additional obligation assumed by either party in connection with this Lease Agreement, shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.

25. Notices. All notices, demands, or other writings in this Lease Agreement provided to be given or made or sent, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when made in writing and deposited in the United States mail, registered and postage paid, and addressed to that party to the address set forth on page one of this Lease Agreement. The address to which any notice, demand, or other writing may be given or made or sent to any party as above provided may be changed by written notice

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given by such party as above provided.

26. Binding Effect. This Lease Agreement shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of the parties.

27. Governing Law. This Lease Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Nebraska.

IT WITNESS WHEREOF, the parties hereto have duly executed this Lease Agreement.

Dated: April 19, 2013.

GTJ INVESTMENTS, INC. a  
Nebraska corporation, LANDLORD

By [Signature]  
President

DDJ INVESTMENTS, INC., a  
Nebraska corporation, TENANT

By [Signature]  
President

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EXHIBIT A

(TO CONDITIONAL BUSINESS PROPERTY LEASE AGREEMENT)

In the event of any conflict between the following Lease Provisions and any other provisions of the Lease Agreement to which this Exhibit A is attached, such other provision shall govern:

- (a) LANDLORD: GTJ INVESTMENTS, INC., a Nebraska corporation
- (b) LANDLORD's Address for Notices and Rent Payments: 1818 Locust St., Omaha, NE 68110
- (c) TENANT: DDJ INVESTMENTS, INC., a Nebraska corporation
- (d) TENANT's Address for Notices: 4807-09 S. 20 St., Omaha, NE 68107
- (e) TENANT's Trade Name: CRYSTAL BEVERAGE MART
- (f) Address of Premises: see (d) above
- (g) Approximate Square Footage of Premises: 8,820 sq.ft. on main floor/ 600 sq. ft. in second floor storage
- (h) Number of Years in Lease Term: One (1)
- (i) Commencement Date of Lease Term: May 1, 2013
- (j) Termination Date of Lease Term: April 30, 2014
- (k) Base Rent: US\$24,000.00
- (l) Monthly Base Rent Payment: US\$2,000.00
- (m) Security Deposit: US\$2,000.00
- (n) Permitted Use of Premises: Retail sales of alcoholic and non-alcoholic beverages and snack food items

4/25/2013 10:32:54 AM

STATE OF NEBRASKA  
LIQUOR CONTROL COMMISSION

LICENSE NUMBER  
C30982

RETAIL

CLASS D ALCOHOLIC LIQUOR OFF SALE  
(INSIDE CORPORATE LIMITS)

OWNERSHIP C I - INDIVIDUAL  
P - PARTNERSHIP  
C - CORPORATION

\*\*\*\*\* BOND INFORMATION \*\*\*\*\*

BOND COMPANY  
BOND NUMBER

START DATE CANCEL DATE

\*\*\*\*\* RESTRICTIONS \*\*\*\*\*

CONDITION THAT GEORGE T JONES III NOT BECOME A SHAREHOLDER,  
DIRECTOR, OFFICER OR EMPLOYEE OF THIS CORPORATION

\*\*\*\*\* PREMISE INFORMATION \*\*\*\*\*

TRADE NAME CRYSTAL BEVERAGE MART  
ADDRESS-1 4807-09 S 20TH ST  
CITY OMAHA  
PHONE 402 731 2153

LICENSE NO.  
ADDRESS-2  
COUNTY 01 DOUGLAS ZIP 68107 2923  
FAX

MAIL TO:

NAME CRYSTAL BEVERAGE MART  
ADDRESS-1 4807-09 S 20TH ST ADDRESS-2  
CITY OMAHA STATE NE ZIP 68107

\*\*\*\*\* LICENSE DESCRIPTION \*\*\*\*\*

TWO STORY BUILDING APPROX. 98' X 90'

\*\*\*\*\* GENERAL INFORMATION \*\*\*\*\*

COPR. LIMITS (Y OR N)	OWN PREMISES (Y OR N)	LEASE EXP. DATE	REPLACING LIC. NO.	TAA	SUSPENDED START DAYS	LICENSE EXP DATE
Y	N	04302013	013195			04302013

NOTE:

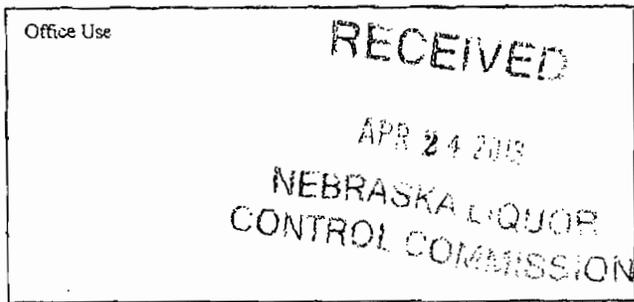
ACTION DATE	DOCUMENT NO.	ROLL	PAGE	ACTION CODE
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DEPRESS : **ENTER** - PROCESS      **PF12** - HISTORY      **PA1** - RETURN TO MENU

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)



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

BC voter reg



Name of Corporation/LLC: DDJ INVESTMENTS, INC.



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

Premise Trade Name/DBA: CRYSTAL BEVERAGE MART

Premise Street Address: 4807 - 4809 S. 20 St.

City: Omaha State: NE Zip Code: 68107

Premise Phone Number: 402.731.2153

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) Donald D. Jones

Information must be completed. PLEASE PRINT CLEARLY

Gender:  MALE  FEMALE

Last Name: Jones First Name: Donald MI: D

Home Address (include PO Box if applicable): 13424 Grissom St.

City: Omaha County: Sarpy Zip Code: 68138

Home Phone Number: 402.895.4597 Business Phone Number: 402.731.2153

Social Security Number: Drivers License Number & State: NE

Date Of Birth: Place Of Birth: Mullen, NE

Information must be completed by spouse

YES  NO

*Spouse*

Information must be completed by spouse

Spouses Last Name: Jones First Name: Debra MI: K

Social Security Number: Drivers License Number & State: NE

Date Of Birth: Place Of Birth: Rochester, MN

Information must be completed by spouse

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Omaha, NE	1986	Present	Omaha, NE	2000	Present

YEAR FROM	YEAR TO	NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2004	2007	Multimax	Toddy Lester	913.254.8714
2007	Present	Harris IT Services	Toddy Lester	913.254.8714

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

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

YES  NO

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

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

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

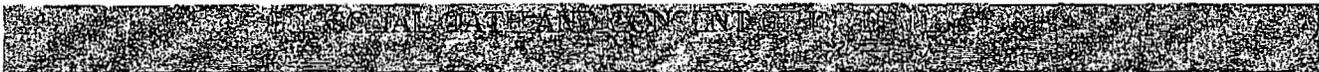
3. Do you, as a manager, qualify under Nebraska Liquor Control Act (§53-131.01) and do you intend to supervise, in person, the management of the business?  YES  NO

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

*Donald Jones prints enclosed*

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

AST (Alcohol Server Training) 04/2012; Omaha, NE



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.

*[Handwritten Signature]*

Signature of Manager Applicant

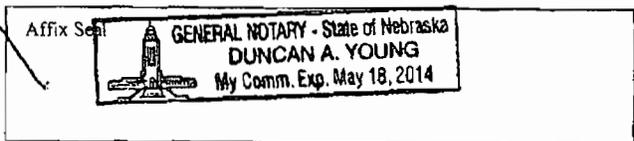
*[Handwritten Signature]*

Signature of Spouse

ACKNOWLEDGEMENT

State of Nebraska  
 County of Douglas The foregoing instrument was acknowledged before me this  
April 19, 2013 date by Donald D. Jones / Debra Jones name of person acknowledged

*[Handwritten 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.

PLANNING DEPARTMENT REPORT

RECEIVED

DATE: MAY 3, 2013

DUE DATE: MAY 9, 2013

13 MAY -8 AM 9:10

CITY COUNCIL HRG MAY 21, 2013

LOCATION: 4807-4809 SOUTH 20<sup>TH</sup> STREET

CITY CLERK  
OMAHA, NEBRASKA

LEGAL DESCRIPTION: LOT 17, BLOCK 4, MCGAVOCK & OKEEFES, LOTS 16 & 17, 98' X 100'

APPLICANT: DDJ INVESTMENTS, INC., DBA "CRYSTAL BEVERAGE MART"

REQUESTED LICENSE OR ACTION ADDING CATERING LIQUOR LICENSE TO THEIR PENDING PACKAGE LIQUOR LICENSE LOCATION

NEW LOCATION (X) NEW OWNERSHIP ( ) TYPE OF FACILITY: LIQUOR STORE

THIS REQUEST DOES ( ) DOES NOT (X) PERTAIN TO AN OUTSIDE AREA

IF SIDEWALK CAFE: R-O-W-LEASE N/A PERMITS OBTAINED N/A

IF OUTSIDE: OUTSIDE AREA IS N/A FEET FROM THE NEAREST RESIDENCE

THIS PROPERTY IS (X) IS NOT ( ) WITHIN OMAHA'S CORPORATE LIMITS

( If not, do not proceed - Notify the City Clerk's Office and return this form) (Except Class D-I Package Liquor License)

ANNEXATION DATE: \_\_\_\_\_ ORDINANCE NO. \_\_\_\_\_ (Only if within last 24 months)

EXISTING ZONING: CC/RS(35) EXITING LAND USE: LIQUOR STORE

ADJACENT LAND USE AND ZONING:

NORTH: <u>COMMUNITY COMMERCIAL DISTRICT</u>	<u>CC</u>
SOUTH: <u>URBAN FAMILY RESIDENTIAL DISTRICT</u>	<u>RS(35)</u>
EAST: <u>URBAN FAMILY RESIDENTIAL DISTRICT</u>	<u>RS(35)</u>
WEST: <u>COMMUNITY COMMERCIAL DISTRICT</u>	<u>CC</u>

PARKING STALLS PROVIDED: EIGHT STALLS

EXISTING USE DOES (X) DOES NOT ( ) COMPLY WITH ZONING REGULATIONS

PLUMBING FIXTURES PROVIDED: WOMEN'S NO REST ROOMS

MEN'S NO REST ROOMS

DATE SUBJECT PROPERTY WAS POSTED: 5-7-13 DL

(Rule #7) DISTANCE OF PROPOSED LICENSE TO ANY SCHOOL, CHURCH, OR CITY PARK: OK

DISTANCE OF PROPOSED LICENSE TO ANY EXISTING LICENSE: OK

(State Law) DISTANCE OF PROPOSED LICENSE TO ANY CHURCH OK  
SCHOOL OK HOSPITAL OK HOME FOR THE AGED, INDIGENT  
OR VETERANS OK COLLEGE OR UNIVERSITY OK

Michael W. Koberling  
(Authorized Signature)

5-8-13  
(Date)