



Lincoln Police Department
Thomas K. Casady, Chief of Police
575 South 10th Street
Lincoln, Nebraska 68508

402-441-7204
fax: 402-441-8492



MAYOR CHRIS BEUTLER

lincoln.ne.gov

March 20, 2008

Mayor Beutler and City Council
City of Lincoln
City County Building
Lincoln, NE

Mayor Beutler and Members of the City Council:

An investigation has been made regarding the application of Suite 1 Pub & Pizza, 311 North 8th Street requesting a class C liquor license.

Scott Thorson, owner has requested that he be approved as the manager of the liquor license.

Background information on the applicant is as follows:

Scott Thorson was born in Omaha, Nebraska. He attended Aurora High School graduating in 1992.

Scott Thorson employment history is as follows:

2007 - Present	Sales, AFLAC	Lincoln, NE.
1998 - 2006	Security Coordinator, US Foods	Lincoln, NE.
1997 - 1998	Cook, Jabrosco's	Lincoln, NE.
1990 - 1998	Supervisor, Runza	Lincoln, NE.

The required RHC class is to be taken 4-10-08

Criminal histories are included for your review.

Stockholder information has been included for your review.

If this application is approved, it should be with the understanding that it conforms to all the rules and regulations of Lincoln, Lancaster County and the State of Nebraska.

THOMAS K. CASADY, Chief of Police



A nationally accredited law enforcement agency





LINCOLN POLICE DEPARTMENT PUBLIC RECORD CRIMINAL HISTORY

This is a list of criminal citations and arrests by the Lincoln Police Department for this person since 1980.

- Arrests or citations by any other law enforcement agency are not included.
- Arrests where no charges were filed are only included during the most recent year.
- Charges that were sent to diversion are only included during the most recent 2 years.
- Charges that were dismissed are only included during the most recent 3 years.
- Any arrest over 1 year old, that has no disposition, is not included.
- Minor traffic infractions and cases when the subject was under the age of 16 or cases transferred to juvenile court are not included.

If the phrase "***END OF LISTING***" does not appear at the bottom of this report, then this list is not complete.

FOR: SCOTT CHARLES THORSON , Male, DOB:

Date of listing: 03-14-2008

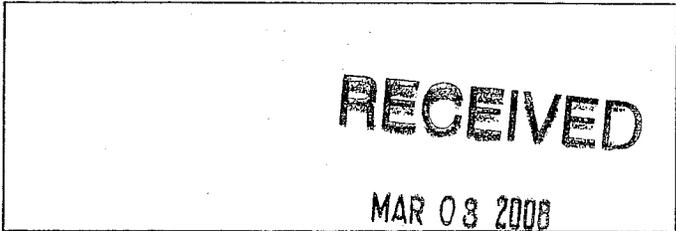
CODES FOR CRIMINAL HISTORY (I)=Infraction(M)=Misdemeanor(F)=Felony(O)=Other

Cited on 07-11-2002	for (M)DRIVING UNDER INFLUENCE/.08, SECOND OFFEN	Case A2-077170
Disposed 12-06-2002	as (M)DRIVING UNDER INFLUENCE/.08, FIRST OFFENS	Cit# LA824429
FOUND GUILTY Fined \$400.00 & Sentenced 7 DAYS		
Cited on 12-13-1998	for (M)DRIVING UNDER INFLUENCE, FIRST OFFENSE	Case 98-135581
Disposed 06-10-1999	as (M)DRIVING UNDER INFLUENCE, FIRST OFFENSE	Cit# LA6527673
FOUND GUILTY Fined \$400.00		
01 YRS PROB		
Cited on 01-22-1997	for (I)MARIJUANA, POSS 1 OZ OR LESS - 1ST OFF	Case 97-007314
Disposed 02-14-1997	as (I)POSS MARIJUANA, LESS THAN 1 OZ - 1ST OFF	Cit# LA5251923
FOUND GUILTY Fined \$100.00		

*** END OF LISTING ***

APPLICATION FOR LIQUOR LICENSE

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



CLASS OF LICENSE FOR WHICH APPLICATION IS MADE AND FEES **NEBRASKA LIQUOR CONTROL COMMISSION**
CHECK DESIRED CLASS(S)

RETAIL LICENSE(S)

- A BEER, ON SALE ONLY \$45.00
- B BEER, OFF SALE ONLY \$45.00
- C BEER, WINE & DISTILLED SPIRITS, ON & OFF SALE \$45.00
- D BEER, WINE & DISTILLED SPIRITS, OFF SALE ONLY \$45.00
- I BEER, WINE & DISTILLED SPIRITS, ON SALE ONLY \$45.00

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

MISCELLANEOUS

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

All Class C licenses expire October 31st
 All other licenses expire April 30th
 Catering expire same as underlying retail license

TYPE OF APPLICATION BEING APPLIED FOR (CHECK ONE)

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

NAME OF PERSON OR FIRM ASSISTING WITH APPLICATION
 (commission will call this person with any questions we may have on this application)

Name J Michael Rierden Phone number: 476-2413
 Firm Name Rierden Law Office

PREMISE INFORMATION

Trade Name (doing business as) Suite 1 Pub & Pizza

Street Address #1 311 N 8th

Street Address #2 _____

City Lincoln County Lancaster Zip Code 68508

Premise Telephone number _____

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

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

Name Adam Luedtke

Street Address
#1 3211 N 74th Street

Street Address
#2 _____

City Lincoln County Lancaster Zip Code 68507

DESCRIPTION AND DIAGRAM OF THE STRUCTURE TO BE LICENSED

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

See Attached Drawing

APPLICANT INFORMATION

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

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

YES NO

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

See Attached

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

YES NO

If yes, give name of business and license number

a) Submit a copy of the sales agreement including a list of the furniture, fixtures and equipment.

b) Include a list of alcohol being purchased, list the name brand, container size and how many?

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

YES NO

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

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

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

YES NO

If yes, list the lender Undetermined

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

YES NO

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

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

YES NO

If yes, list such items and the owner.

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

YES NO

If yes, explain.

No silent partners

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

YES NO

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

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

YES NO

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

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

Undetermined

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.

None

12. List the person who will be the on site supervisor of the business and the estimated number of hours per week such person or manager will be on the premises supervising operations. Adam Luedtke and Scott Thorson

13. List the training and/or experience (when and where) of the person lists in #12 above in connection with selling and/or serving alcoholic beverages. Thorson has worked in the food and beverage business for 8 years and Luedtke for 2 years

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

- Lease: expiration date _____
 Deed
 Purchase Agreement

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

16. What will be the main nature of business? restaurant and bar

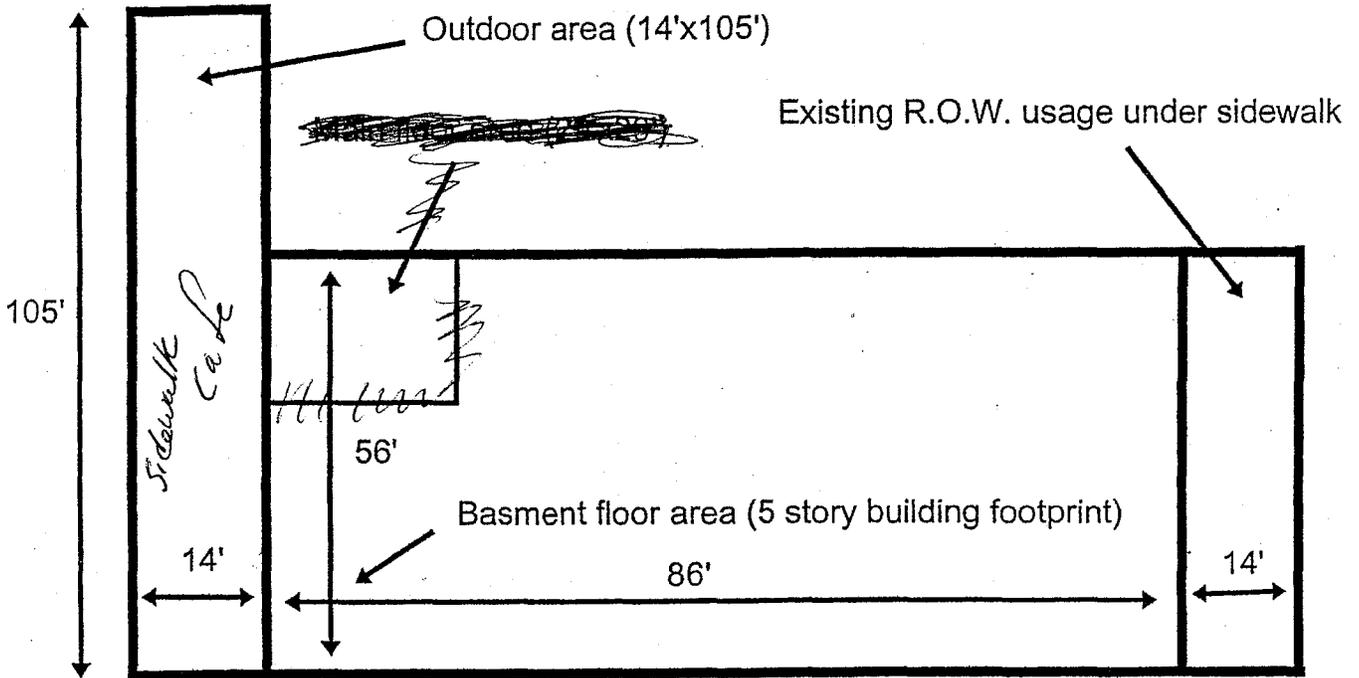
17. What are the anticipated hours of operation? 11:30 am to 12:30 pm

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

RESIDENCES FOR THE PAST 10 YEARS, APPLICANT AND SPOUSE MUST COMPLETE					
APPLICANT: CITY & STATE	YEAR		SPOUSE: CITY & STATE	YEAR	
	FROM	TO		FROM	TO
Scott Thorson, Lincoln	1998	2008	Elizebeth Thorson, Lincoln	1998	2008
Adam Luedtke, Lincoln	1998	2008			

DESCRIPTION AND DIAGRAM OF THE STRUCTURE TO BE LICENSED

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



SECTION B		OTHER INFORMATION REQUIRED	
	Yes	No	Explanation/Comments
<p>1. READ CAREFULLY. Answer completely and accurately.</p> <p>Has anyone who is a party to this application, or their spouse, <u>ever</u> been convicted of or plead guilty to any criminal charge. Criminal charge means any charge alleging a felony or misdemeanor or violation of a federal or state law; or 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.</p>			
		X	Other Than Traffic Violation 6-7 Years Ago

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

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

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

X Adam Sweetley, President
Signature of Applicant

X _____
Signature of Spouse

X _____
Signature of Applicant

Elizabeth A Thorsen
Signature of Spouse

Signature of Applicant

Signature of Spouse

Signature of Applicant

Signature of Spouse

Signature of Applicant

Signature of Spouse

State of Nebraska
County of LANCASTER

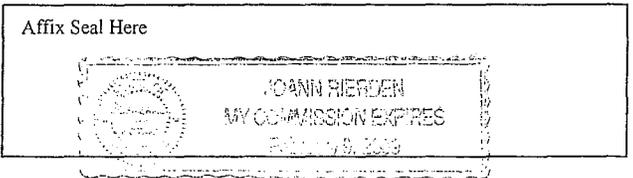
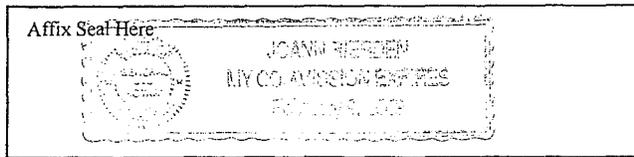
County of LANCASTER

The foregoing instrument was acknowledged before me this February 29, 2008 by

The foregoing instrument was acknowledged before me this February 26, 2008 by

Adam Sweetley, Spitt Thorsen
JoAnn Rierden
Notary Public signature

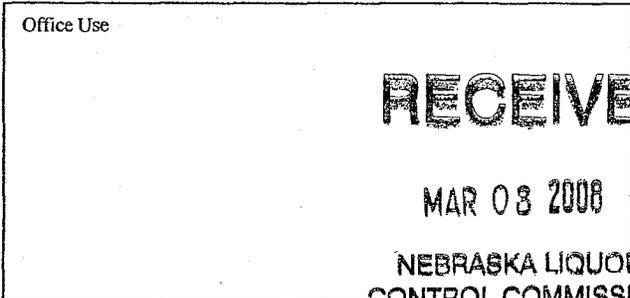
Elizabeth Thorsen
JoAnn Rierden
Notary Public signature



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

APPLICATION FOR LIQUOR LICENSE CORPORATION INSERT - FORM 3a

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



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

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

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

Name of Registered Agent: _____

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

Luedtke-Thorson Investments, Inc

Corporation Address: _____

City: Lincoln State: Nebraska Zip Code: _____

Corporation Phone Number: _____ Fax Number _____

Total Number of Corporation Shares Issued: 80

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

Last Name: Luedtke First Name: Adam MI: L

Home Address: 3211 N 74th City: Lincoln

State: Nebraska Zip Code: 68507 Home Phone Number: 890-7443

X Adam Luedtke, president
Signature of president

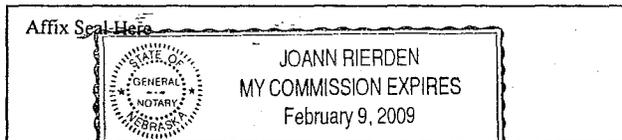
State of Nebraska
County of Lancaster

The foregoing instrument was acknowledged before me this

2/26/08
date

by Adam C Luedtke
name of person acknowledged

Joann Rierden
Notary Public signature



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

Last Name: Luedtke First Name: Adam MI: L

Social Security Number: _____ Date of Birth: _____

Title: President Number of Shares 40

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

Spouse Social Security Number: _____ Date of Birth: _____

Last Name: Thorson First Name: Scott MI: C

Social Security Number: _____ Date of Birth: _____

Title: Secretary/Treasurer Number of Shares 40

Spouse Full Name (indicate N/A if single): Elizabeth Thorson

Spouse Social Security Number: _____ Date of Birth: _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Title: _____ Number of Shares _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Title: _____ Number of Shares _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Is the applying Corporation controlled by another Corporation?

YES

NO

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

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

Starting Date: January

Ending Date: December

Is this a Non-Profit Corporation?

YES

NO

If yes, provide the Federal ID #.

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

**MANAGER APPLICATION
INSERT - FORM 3c**

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

Office Use

RECEIVED

MAR 03 2008

NEBRASKA LIQUOR
CONTROL COMMISSION

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

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

Corporation/LLC information

Name of Corporation/LLC: Luedtke-Thorson Investments, Inc

Premise information

Premise License Number: _____

Premise Trade Name/DBA: Suite 1 Pub & Pizza

Premise Street Address: 311 N 8th

City: Lincoln

State: Nebraska

Zip Code: 68508

Premise Phone Number: _____

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

Aden Sweeten, president

CORPORATE OFFICER SIGNATURE

(Faxed signatures are acceptable)

Manager's information must be completed below PLEASE PRINT CLEARLY

Gender: MALE FEMALE

Last Name: Thorson First Name: Scott MI: L

Home Address (include PO Box if applicable): _____

City: Lincoln State: Nebraska Zip Code: _____

Home Phone Number: 310-3962 Business Phone Number: _____

Social Security Number: _____ Drivers License Number & State: _____

Date Of Birth: _____ Place Of Birth: Omaha

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

YES NO

Spouse's information

Spouses Last Name: Thorson First Name: Elizebeth

MI: _____

Social Security Number: _____ Drivers License Number & State: _____

Date Of Birth: _____ Place Of Birth: Sioux City, Iowa

APPLICANT AND SPOUSE MUST LIST RESIDENCE(S) FOR THE PAST 10 YEARS					
APPLICANT			SPOUSE		
CITY & STATE		YEAR FROM	TO	CITY & STATE	
		FROM	TO		
Lincoln		1998	2008	Lincoln	
MANAGER'S LAST TWO EMPLOYERS					
YEAR FROM		NAME OF EMPLOYER		NAME OF SUPERVISOR	
TO				TELEPHONE NUMBER	
2007	2008	AFLAC		Kelcey Krings	
1998	2007	US Foods LLC		Rick Williams	
				326-4001	
				470-2021	

Manager and spouse must review and answer the questions below
PLEASE PRINT CLEARLY

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

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

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

See Attached

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

YES NO

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

YES NO

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

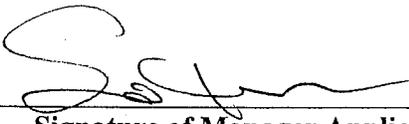
YES NO

PERSONAL OATH AND CONSENT OF INVESTIGATION

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

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

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

x 
Signature of Manager Applicant

x Elizabeth A. Thorson
Signature of Spouse

State of Nebraska

County of Lawrence

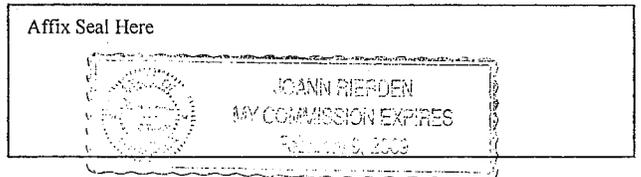
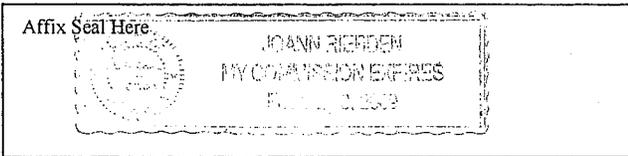
County of Lawrence

The foregoing instrument was acknowledged before me this February 26, 2008 by

Scott Thorson
Joann Rierden
Notary Public signature

The foregoing instrument was acknowledged before me this February 26, 2008 by

Elizabeth Thorson
Joann Rierden
Notary Public signature



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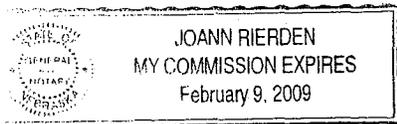
NEBRASKA LIQUOR CONTROL COMMISSION
AFFIDAVIT OF NON PARTICIPATION

The undersigned individual acknowledges that he/she will have no interest, directly or indirectly, in the operation or profit of the business, as prescribed in Section §53-125(13) of the Liquor Control Act. Such individual shall not tend bar, make sales, serve patrons, stock shelves, write checks, sign invoices, represent themselves as owner or in any way participate in the day to day operations in any capacity. The undersigned individual will also be waived of filing fingerprint cards, however, will be required to disclose any violation(s) on all applications and sign all necessary documents.

Elizabeth A. Thorson

Signature of Spouse Asking to be Waived

SUBSCRIBED in my presence and sworn to before me this 26th day
of February, 2008.



X Joann Rierden
Signature of Notary Public

The applying individual, whose spouse is requesting to be waived, understands that he/she is responsible for compliance with the conditions set out above, and that if such terms are violated, the Commission may cancel or revoke the license.

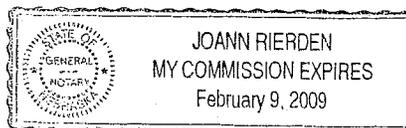
[Signature]
*Signature of applying individual
(spouse of individual listed above)

SCOTT THORSON
Print name of applying individual

SUBSCRIBED in my presence and sworn to before me this 26th day
of February, 2008.

X Joann Rierden
Signature of Notary Public

*spouse of individual listed above is the individual required to sign bottom portion of affidavit



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MAR 03 2008

NEBRASKA LIQUOR CONTROL COMMISSION

NE Sec of State John R Cole - CORR OP
1000783881
LUEDTKE-THORSON INVESTMENTS, I
Filed: 02/22/2008 10:04 AM

ARTICLES OF INCORPORATION

OF

LUEDTKE - THORSON INVESTMENTS, INC.

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

ARTICLE I

The name of the corporation shall be: Luedtke - Thorson Investments, Inc. The purpose shall be for all lawful purposes for which businesses may be incorporated under Nebraska Revised Statutes §§21-2001 to 21-21,134. The duration of the corporation shall be perpetual.

ARTICLE II

The aggregate number of shares which this corporation shall have authority to issue is 1,000 shares, having a par value of \$10.00 each, all of which shall be common stock.

ARTICLE III

The corporation does reserve 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

To the extent permitted by law, the corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit proceeding, whether civil, criminal, administrative or investigative, including any action or suit by or in the right of the corporation to procure a judgment in its favor, by reason of the fact that he or she is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agency of another corporation, partnership, joint venture or other enterprise or as a trustee, officer, employee or agent of an employee benefit plan, against expenses, including attorney fees, except for actions by or in the right of the corporation, judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful.

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

The indemnity provided for by this Article shall neither be deemed to be exclusive of any other rights to which those indemnified may be otherwise entitled, nor shall the provisions of this Article be deemed to prohibit the corporation from extending its indemnification to cover other persons or activities to the extent permitted by law or pursuant to any provisions in the Bylaws.

ARTICLE V

By unanimous agreement, the stockholders may provide restrictions upon the sale and transfer of issued and outstanding stock in the corporation by the holders thereof, and give to the holders of issued and outstanding shares of stock in the corporation, and the corporation itself, rights to purchase any such shares as may be sought to be sold or transferred. The corporation may become a party to any such agreement. Any such agreement shall be recorded in the Minute Book of the

corporation and open to inspection by any person having a legitimate interest in the provisions thereof, whether as a holder of or one interested in purchasing or otherwise acquiring interests in shares of stock of the corporation of warrants, options or other instruments evidencing rights to subscribe for, purchase or otherwise acquire such shares. The existence of any such agreement and its availability for inspection shall be stated upon each certificate representing the shares issued by the corporation.

ARTICLE VI

Stockholders of the corporation shall have preemptive rights to acquire either unissued shares or Treasury shares of the corporation.

ARTICLE VII

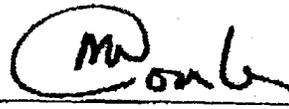
The address of the corporation's initial registered office is: 1915 South 57th Street, Lincoln, NE 68506, and the name of the initial registered agent at such address shall be Scott Thorson.

ARTICLE VIII

The name and address of the incorporator is as follows:

Paul M. Conley NSBA 10756
Attorney at Law
910 L Street
Lincoln, NE 68508
cp95144@windstream.net

Dated this 22nd day of February 2008 and executed in duplicate original counterparts, each of which is deemed an original.



Paul M. Conley NSBA 10756
Attorney at Law
910 L Street
Lincoln, NE 68508
(402) 476-1111
Incorporator

TYPE OR PRINT IN PERMANENT INK SEE INSTRUCTION MANUAL

TRIPPLICATE - to be given to this child's parent.

STATE OF NEBRASKA - DEPARTMENT OF HEALTH
BUREAU OF VITAL STATISTICS
CERTIFICATE OF LIVE BIRTH

126-

CHILD	1. CHILD - NAME FIRST MIDDLE LAST <u>Alan Lee Tuedt</u>			2. SEX <u>M</u>	DATE OF BIRTH (Month, Day, Year) <u>8-18-83</u>		HOUR <u>3:00</u>
	4a. HOSPITAL - NAME (If not in hospital, give street and number) <u>St. Mary's Memorial Hospital</u>			4b. INSIDE CITY LIMITS (Specify Yes or No) <u>Yes</u>	CITY, TOWN, OR LOCATION OF BIRTH <u>Lincoln</u>		COUNTY OF BIRTH <u>Lincoln</u>
CERTIFIER	5a. CERTIFIER - NAME AND TITLE (Type or print) <u>D. T. Hestberg</u>			DATE SIGNED (Month, Day, Year) <u>8-18-83</u>		NAME AND TITLE OF ATTENDANT IF OTHER THAN CERTIFIER	
	6a. REGISTRAR - SIGNATURE <u>D. T. Hestberg</u>			MAILING ADDRESS <u>65911 Van Dorn Lincoln, Ne 68504</u>		STREET OR R.F.D. NO., CITY OR TOWN, STATE, ZIP	
MOTHER	7a. MOTHER - MAIDEN NAME FIRST MIDDLE LAST <u>Juliet Lorraine Anderson</u>			7b. AGE (At time of this birth) <u>35</u>		RECEIVED MONTH DAY YEAR <u>8 18 83</u>	
	8a. RESIDENCE - STATE COUNTY <u>Nebraska Lancaster</u>			8b. CITY, TOWN, OR LOCATION (Include zip code) <u>Lincoln 68504</u>		CITY AND STATE OF BIRTH (If not in U.S.A., Name Country) <u>Lincoln Nebraska</u>	
	9a. MOTHER'S MAILING ADDRESS - Enter if not same as residence <u>Nebraska Lancaster</u>			9b. INSIDE CITY LIMITS (Specify Yes or No) <u>Yes</u>		8c. STREET AND NUMBER <u>3636 W 52 105</u>	
	10. FATHER - NAME FIRST MIDDLE LAST <u>Gary Lee Tuedt</u>			11a. AGE (At time of this birth) <u>29</u>		11b. CITY AND STATE OF BIRTH (If not in U.S.A., Name Country) <u>Lincoln Nebraska</u>	
12a. other information			11c. RELATION TO CHILD <u>Mother</u>		11d. <u>Mother</u>		

Rev. 1/83
BVS-1
020-17-008

Warning: It is a felony to knowingly give false information for vital records.
Penalty upon conviction \$10,000.00 fine or five years imprisonment or both.
Baby B. Neg DU Neg

The original of the above certificate will be filed by the attendant or hospital with the Bureau of Vital Statistics, P.O. Box 95007, Lincoln, Nebraska 68509, as permanent depository.

A certified copy of the original birth certificate may be obtained by you upon application and payment of the statutory fee. Please supply the following identifying information: CHILD'S NAME, DATE OF BIRTH, PLACE OF BIRTH, FATHER'S NAME, MOTHER'S MAIDEN NAME, NAME OF HOSPITAL.

Copies to serve all purposes must be certified by office authorized to file such records.

In the case of additions or corrections to be made, notify the Bureau of Vital Statistics.

NOTE: IMPORTANT INFORMATION FOR YOUR CHILD'S HEALTH ON REVERSE SIDE.

TYPE OR PRINT IN PERMANENT INK

OMAHA-DOUGLAS COUNTY HEALTH DEPARTMENT
Division of Vital Statistics
CERTIFICATE OF LIVE BIRTH

331A29

CHILD - NAME		FIRST	MIDDLE	LAST	DATE OF BIRTH (MO., DAY, YEAR)	TIME
1. Scott Charles		Scott	Charles	Thorson		4:12 a.m.
2. SET		THIS BIRTH—SINGLE, TWIN, TRIPLE, ETC. (SPECIFY)		IF NOT SINGLE BIRTH—BORN FIRST, SECOND, THIRD, ETC. (SPECIFY)		
3. Male		Single				
4. CITY, TOWN, OR LOCATION OF BIRTH		INSIDE CITY LIMITS (SPECIFY YES OR NO)		HOSPITAL - NAME		COUNTY OF BIRTH
Omaha		Yes		Immanuel Medical Center		Douglas
5. MOTHER—MAIDEN NAME		FIRST	MIDDLE	LAST	AGE (LAST TIME OF THIS BIRTH)	
Mortleen Ruth Wakeley		Mortleen	Ruth	Wakeley	23	
6. RESIDENCE—STATE		COUNTY	CITY, TOWN, OR LOCATION		INSIDE CITY LIMITS (SPECIFY YES OR NO)	
Iowa		Blackhawk	Cedar Falls		Yes	
7. FATHER—NAME		FIRST	MIDDLE	LAST	AGE (AT TIME OF THIS BIRTH)	
Bruce Edward Thorson		Bruce	Edward	Thorson	24	
8. INFORMANT—NAME OR SIGNATURE		RELATION TO CHILD		STATE OF BIRTH (IF NOT IN U.S.A., NAME COUNTRY, STREET AND NUMBER)		
<i>Mrs. Mortleen Wakeley</i>		Mother		South Dakota		
9. CERTIFY THAT THE ABOVE NAMED CHILD WAS BORN ALIVE AT THE PLACE AND TIME AND ON THE DATE STATED ABOVE		DATE SIGNED (MONTH, DAY, YEAR)		ATTENDANT—(M, B, D, O, OTHER) (SPECIFY)		
<i>R.D. Glover, M.D.</i>		4-22-73		M.D.		
10. SIGNATURE CENTER—NAME		MAILING ADDRESS		DATE RECEIVED BY LOCAL REGISTRAR (MONTH, DAY, YEAR)		
R. Glover, M.D.		2734 N. 61, Omaha, Nebraska		AUG 24 1973		
11. REGISTRAR—SIGNATURE						
<i>R. Glover, M.D.</i>						

I hereby certify that the above is a true and correct copy of the Certificate of Birth recorded in the City of Omaha, County of Douglas, State of Nebraska.

Dated this 19th Day of September 1973

R. Glover, M.D.
(Registrar)

RECEIVED

MAR 03 2008

NEBRASKA LIQUOR
CONTROL COMMISSION

SCOTT THORSON
LINCOLN, NEBRASKA

DUI FIRST OFFENSE 2002
DUI FIRST OFFENSE 1999
POSSESSION PARAPHENALIA 1996
POSSESSION LESS THAN 10Z

AURORA, NEBRASKA

CRIMINAL MISCHIEF 1993
RECEIVING STOLEN PROPERTY 1993
WILLFUL RECKLESS DRIVE 1990

ADAM LUEDTKE

POSSESSION OF PARAPHENALIA 2002 IN NEW JERSEY
PUBLIC URINATION NEBRASKA 2006

LEASE AGREEMENT

This Lease Agreement (hereinafter the "Lease") is entered into on the 25th day of February, 2008 by and between Research & Development Corporation, a Nebraska Corporation (hereinafter the "Landlord"), and Luedtke-Thorson Investments, Inc., a Nebraska Corporation, d/b/a Suite 1 Pub & Pizza (hereinafter the "Tenant").

In consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **THE LEASED PREMISES.** The Landlord does hereby lease to the Tenant and the Tenant does hereby lease from the Landlord a unit measuring approximately Five Thousand (5,000) square feet located in the Lower Level of the Sullivan Building (Suite 1), located at 311 North 8th Street, Lincoln, Nebraska, (hereinafter the "Sullivan Building"), said building and property being legally described as Lot 2, Buck's Subdivision, in Lincoln, Lancaster County, Nebraska. In addition, Tenant shall have non-exclusive use of approximately One Thousand (1,000) square feet located on the West end of the leased premises, legally described as an irregular portion of the Original Plat, Block 31, Lot 11 for use as an outdoor beer garden (hereinafter the "Beer Garden"). The approximate boundaries and location of the premises being leased and including the Beer Garden (hereinafter the "Leased Premises") is generally outlined in red on the attached drawing, which is marked Exhibit "A" to the Lease Agreement and is hereby incorporated and made a part of the Lease Agreement by this reference.
2. **COMMON AREAS.** In addition to the occupancy of the Leased Premises, the Tenant and the Tenant's concessionaires, officers, employees, agents, and customers also shall have the right to the non-exclusive use of truck loading areas, stairwells, and sidewalks related to the Leased Space (hereinafter the "Common Areas") which now are or hereafter may be located in the Sullivan Building. The Landlord agrees to make the Common Areas available for the non-exclusive use of the Tenant and the other aforementioned persons during the term of the Lease, except when portions thereof are unavailable for use by reason of repair or construction work. Such repair shall be complete within 60 days. The non-exclusive use of the Common Areas by the Tenant and the other aforementioned groups shall be subject to such reasonable rules and regulations as the Landlord may promulgate for all the Tenants of the Sullivan Building. The Beer Garden space shall be available in its entirety to Tenant for all Home Nebraska Football game weekends, spring and summer evenings and weekends. All other times the Beer Garden space shall be non-exclusive and reduced to approximately 500 square feet with a fence and gate to allow for apartment tenant and landlord access to the loading dock and elevator for maintenance and other activities necessary for the operation of the Sullivan Building.
3. **USE.** The Tenant may use the Leased Premises for any lawful purpose, more particularly for a Italian-style Restaurant and Bar, so long as such use does not in any way diminish the value of the Sullivan Building. More particularly, the building has residential apartments above the Leased Premises. Tenant's business shall not disturb other tenants of the Sullivan Building, and a reasonable effort will be made to maintain the separation between leased space and the remainder of the Sullivan Building. Further, it is agreed that Noise levels, either thru stereo/sound equipment, patrons of the Leased premises, or otherwise, will be below a level such that two people in the Leased space could reasonably hold a conversation at a distance of Five (5) feet apart.
4. **TERM.** The term of the Lease (hereinafter the "Initial Term") shall be for Three (3) Years commencing on April 1, 2008, (hereinafter the "Commencement Date") and shall expire on March 31, 2011, (hereinafter the "Expiration Date"). Tenant may open for business prior to April 1, 2008 provided that all proper permits and licenses are obtained for the Leased Premises.
5. **OPTION:** Provided that Tenant has complied with all terms of the Lease Agreement, and all rent and additional rent is paid in full to Landlord, Tenant shall have an additional Option to extend the term of lease for Three (3) years. Landlord will adjust the rent for cost of living increases, other expenses relating to the Sullivan Building, and prevailing rental rates. Such increase in the base rent shall not be more than Twenty-five (25) percent over the current rate herein. Tenant must notice the intent to exercise this option in writing to Landlord prior to December 1, 2010, or this option to renew will expire. Once Landlord is properly noticed of Tenants intent to exercise this option, Landlord will provide a new lease agreement with the new lease term and rental rates. Tenant will have 30 days to execute a new lease, or the option to renew will expire.
6. **BASE RENT.** Tenant shall pay to the Landlord a rent of One Hundred Twenty-Seven Thousand Eight Hundred Fifty Dollars (\$127,850) payable in advance in equal monthly installments of Three Thousand Five Hundred Dollars (\$3,500), due on the first (1) day of each month, excepting the first period of rent of One Thousand Eight Hundred Fifty (\$1,850) for the period up to March 31, 2008. If any rent is not paid by the fifth (5) day of each month, then a late fee of Ten Dollars (\$10) per One Hundred Dollars (\$100) of late rent, compounded monthly from the date such rent was due until such rent is paid, shall be paid by the Tenant.
In addition, at the execution of the Lease, the Tenant shall make a security deposit of Five Thousand Dollars (\$5,000), receipt of which is hereby acknowledged. Said deposit shall be retained by the Landlord during the term of the Lease Agreement and refunded to the Tenant at the end of the Lease, less any damages caused the Tenant, reasonable wear and tear excepted.

7. **ADDITIONAL RENT.** Tenant shall pay to the Landlord in addition to the base rent a portion of the sum of annual inspection fees for fire suppression (25%), water (a deduct water meter will be used to record the Leased Space actual usage), sanitary sewer (same proportion as the Leased Space actual water usage), due and payable during the Tenants lease period. The Tenant will pay as additional rent its actual usage divided by the total usage for the Sullivan Building times the billed amount. Tenant will be responsible for One Hundred (100) Percent of the Bond, Rental fees, and other expenses associated with or assessed from the City of Lincoln for the East (Main) Entry Stairwell to the Leased Premises located on City of Lincoln Property. Annually, the Landlord will provide an estimated monthly payment amount for the Tenant to add to its rent payment on the first of each month. For the first year, or until the first annual accounting, Tenant will make an estimated payment of Two Hundred Dollars (\$200) monthly in addition to the base rent. It is expressly agreed between the Landlord and Tenant that if the Tenant shall fail to pay said charges by the fifth of each month, such delinquent payment shall be deemed late rent and shall be subject to the late fee as provided in Section 5. At the end of each calendar year, Landlord will provide an accounting of estimated payments verses actual expenses to the Tenant. The difference, if any, will apply to the following months payment.
8. **INSURANCE.** Prior to the commencement date of the Lease, the Tenant shall furnish to the Landlord a certificate of insurance executed by an insurance company approved by the Landlord evidencing coverage of (1) at least One Million Dollars (\$1,000,000) for broad form comprehensive general liability coverage against claims for bodily injury, death and property damage occurring in or about the Leased Premises; and (2) Ninety (90) percent or more of the insurance value of the Tenant's personal property in the Leased Premises. Said insurance policy shall name the Landlord as an additional insured and give thirty (30) days notice to the Landlord in the event of cancellation or declination to renew. If by reason of any change in economic conditions, as reasonably determined by the Landlord, the above insurance amounts become inadequate; the Landlord may increase the amount of required insurance coverage to such amounts it deems proper. The Landlord and Tenant shall each procure insurance to protect their respective property at the Sullivan Building to the fullest extent of their insurable value. Such insurance shall be kept in force during the term of the Lease.
9. **REPAIRS, MAINTENANCE AND REPLACEMENTS.** The Landlord shall keep and maintain the exterior and structural parts of the Sullivan Building, including, but not limited to, the roof, the walls (except interior painting or decorating and excepting any plate glass), the floor (except floor coverings), the foundation, canopy, sewers and utility service, unless any such repairs or replacement are a result of acts of neglect of the Tenant, its agents, servants or employees. The Tenant shall repair at its expense and maintain in good order and condition all interior portions of the Leased Premises, including, but not limited to, the maintenance, repair, or replacement of the building service facilities such as the wiring, plumbing, heating and air conditioning systems and all glass, including plate glass and exterior doors of the Leased Premises. Additionally, Tenant shall clean, maintain and repair at its expense, the front and rear entries, and the Handicapped Lift located on the West end of the Leased Premises.
10. **ALTERATIONS.** Upon written approval of the Landlord, said approval not to be unreasonably withheld, the Tenant may make alterations and improvements to the Leased Premises, but only if they do not adversely affect (1) the structural integrity of the Leased Premises; (2) the value of the Sullivan Building; (3) the exterior appearance of the Leased Premises (including the store front); and (4) the qualification of the Sullivan Building and the Leased Premises for historical tax credits under the Internal Revenue Code. At the time the Landlord's approval of any alterations is sought, the Tenant shall submit a plan with specifications for such work, together with an estimated cost of such work. All such alterations shall be completed in a good and workmanlike manner with first-class materials. The Tenant shall make no additions or alterations whatsoever to the exterior of the Leased Premises without the prior written consent of the Landlord. Upon the termination of the Lease, the Tenant shall have the option to remove any alterations it made, but must repair any damage to the Leased Premises in so removing them.
11. **TRADE FIXTURES AND EQUIPMENT.** All equipment, machinery, appurtenances and all other property used by the Tenant in its business operation installed and placed upon the Leased Premises by the Tenant is not and shall not become a part of the realty unless so consented to by the Tenant; but is and shall be considered as personal property and may be removed by the Tenant upon the termination of the Lease so long as the removal does not damage the Leased Premises, or if damaged, such damage is repaired by the Tenant and the Tenant is in full compliance with all the obligations of the Lease. The only exceptions to this are any and all Ventilation Hood equipment located at the West end of the Lower Level of the Leased Space and the beer cooler located behind the main bar; which will include, but not limited to the evaporators, glass doors, compressor, lighting, racks and shelves, taps and regulators. The Ventilation Hood equipment, wiring, and fire suppression system and beer cooler and its components shall remain upon the end or termination of this lease. These items must be insured and properly maintained by the Tenant.
12. **SIGNS.** The Tenant shall have the right to attach, affix, paint, or exhibit signs on the Leased Premises, provided that (1) any and all signs shall conform with the ordinances of the City of Lincoln and the laws of the State of Nebraska; (2) such signs do not alter the structure of the Sullivan Building; (3) such signs, if and when taken down, shall not damage any part of the Sullivan Building; and (4) such signs do not interfere with the qualification of the Sullivan Building for historical tax

credits under the Internal Revenue Code. Such signs shall be subject to the written approval of the Landlord in advance of placement, such approval giving the Landlord the express right to retain the sign at the termination of the Lease at no cost should the Landlord desire to retain said sign. The Landlord, during the last ninety (90) days of the Lease or an extension, shall have the right to maintain in the window of the Leased Premises a "For Rent" or "For Sale" sign, and the Tenant will permit potential new tenants to enter and examine the Leased Premises, providing such access shall not unreasonably interfere with the Tenant's business activities.

13. **SNOW REMOVAL.** For the Front and Rear Entry to the Leased Premises, the Tenant shall be responsible for all snow removal. Landlord will clear all city sidewalks.
14. **UTILITIES.** The Tenant shall pay before delinquency all charges for electric power, gas, telephone services, cable, water, sanitary services (including cleaning) and other similar charges incurred by the Tenant relating to its use and occupancy of the Leased Premises. Water and sanitary sewer charges will be adjusted via a meter installed in the Leased Premises, and billed or adjusted as additional rent in Section 6 of this agreement.
15. **UNFITNESS.** If the Leased Premises or portions thereof are so damaged or destroyed by fire or other causes so as to render them unfit for occupancy and the Leased Premises cannot reasonably be repaired and restored within ninety (90) days from such damage, the Tenant and the Landlord shall have the right to cancel the Lease by giving written notice to the other within thirty (30) days of such damage, and the proceeds of the fire and other insurance coverage shall be paid to and be the sole property of the Landlord. The Tenant shall be entitled to a refund of any rent and other charges paid in advance. If the Tenant elects not to give notice of cancellation, then the Landlord may, at its sole discretion, repair and restore the Leased Premises to its former condition prior to the loss, and the insurance proceeds shall be applied to such repairs and restoration. From the date of such fire or casualty until the Leased Premises are restored in accordance with the provisions set forth above, the Tenant shall pay rent for only such part of the Leased Premises not made untenable.
16. **EMINENT DOMAIN.** In the event that the whole of the Leased Premises are taken for public or quasi-public purposes by the government of the United States, the State of Nebraska, the City of Lincoln, or any other government power, or by any corporation under the right of eminent domain, or should the whole of the Leased Premises be condemned by any court, city, county, state or governmental authority, then in such event the Lease shall terminate as of the date title of the Leased Premises vests in the condemning authority, and the rent remaining hereunder shall be adjusted in light of the condemnation so that the Tenant shall pay rent to the Landlord only up to the date of vesting in the condemnation. Any advance rents or other amounts paid by the Tenant under the Lease to the Landlord or to a third party for that part of the term extending beyond the date on which title vests in the condemnor shall be refunded within thirty (30) days after the Landlord has received an award of just compensation from the condemning authority for the taking of the Leased Premises, providing the Tenant shall have performed all remaining obligations of the Lease. It is recognized by both parties that the Landlord and the Tenant each shall have separate rights of damage against the public authority on account of any condemnation or taking under the power of eminent domain of any part or all of the Leased Premises, and it is expressly provided that neither party waives or foregoes any claim it may have on behalf of its property or the Lease.
17. **MECHANICS LIENS.** The Tenant shall not allow any liens, mortgages, or deeds of trust to be filed or placed upon the Leased Premises for services, materials or other obligations for which the Tenant has contractual responsibilities, and shall indemnify, defend and hold the Landlord harmless from any and all such liens and claims which may arise from any of the Tenant's activities. Upon the filing of any such lien, the Tenant shall either cause the same to be removed from the record within thirty (30) days after the date of their filing, or if the Tenant in good faith determines that such lien should be contested, the Tenant shall furnish such security by surety bond or otherwise as may be required by law to release the same as a lien against the Leased Premises and previous to any foreclosure of such lien during the period of such contest.
18. **INDEMNIFICATION.** The Tenant shall defend, indemnify and hold harmless the Landlord, its officers, directors, employees and agents from any and all claims, actions, expenses, fines and attorney's fees arising or growing out of the Lease, including but not limited to, the Tenant's use and occupancy of the Leased Premises and the operation of its business, unless caused or materially contributed to by any action or inaction of the Landlord, its officers, employees or agents.
19. **WAIVER OF SUBROGATION RIGHTS.** Both the Tenant and the Landlord waive all rights of recovery against the other, their employees and agents for any business interruption; for any loss or damage that may occur to the Leased Premises or to any of its improvement or any personal property of either party; for any injury or death of persons occurring on the Leased Premises or for any matter growing out of the Tenant's use of the Leased Premises which is insured against under a insurance policy of the Landlord or the Tenant regardless of how the loss or damage was caused, including negligence. Nothing herein shall be construed to impose any other or greater liability upon either of the parties to the Lease than would have existed in the absence of this paragraph, and this paragraph shall be effective only so long as its provisions do not adversely affect the rights of the insured, whether the Tenant or the Landlord, to recover under the applicable policies of insurance, and if prohibited under the terms of such policies, shall be deemed wholly without force or effect.

20. ESTOPPEL CERTIFICATES. The Tenant, upon written request from the Landlord, agrees to execute, acknowledge and deliver to the Landlord, in a form reasonably satisfactory to the Landlord, a written statement certifying that the Tenant has accepted the Leased Premises; that the Lease is unmodified and is in full force and effect; that the Landlord is not in default hereunder; that rents or other amounts payable by the Tenant have been paid in advance and such additional facts as may be reasonably required by the Landlord.
21. LANDLORD'S REPRESENTATIONS. The Landlord represents that it is the sole owner in fee simple of the Leased Premises, that it has the right to lease the Leased Premises for the term of the Lease; that the Tenant may peacefully and quietly hold and enjoy the Leased Premises, subject to the terms of the Lease. The Landlord also represents that additional construction will be ongoing at the Sullivan Building during the term of the Lease, and that such construction will, at times, interfere with the Tenant's quiet enjoyment of the Leased Premises.
22. ASSIGNMENT AND SUBLETTING. The Tenant shall not assign the Lease or sublet any part or all of the Leased Premises to any other party.
23. SUBORDINATION. Upon request by the Landlord, the Tenant shall execute such instruments as may be required to subordinate the rights and interest of the Tenancy created by the Lease to the lien of any first mortgage, deed of trust or other encumbrance placed at any time upon the Leased Premises; provided, however, that such subordination shall recognize the validity of the Lease and shall provide that in the event of foreclosure of the mortgage, the Lease shall remain in effect, barring a breach or default by the Tenant.
24. SHORT FORM LEASE. Either party, at the request of the other, shall execute a short form lease to be used for the purpose of recording.
25. DEFAULT BY THE TENANT. If the Tenant defaults in the payment of any rent or other sums due and payable to the Landlord under the Lease and such default continues for a period of ten (10) days after written notice of such default has been given by the Landlord to the Tenant, or if the Tenant shall violate or default in the performance of any covenants, agreements, stipulations or other conditions contained herein (other than the payment of rent and other sums payable under the Lease), and written notice of such violation or default has been given by the Landlord to the Tenant, and the Tenant continues in default for a period of thirty (30) days after said written notice, or in the case of a default which cannot be cured within thirty (30) days after said written notice, if the Tenant shall fail to commence to cure the same within thirty (30) days, then the Landlord, at its option, may reenter and repossess the Leased Premises with or without the process of law, declare the Lease terminated and the terms of the Lease ended forthwith, or pursue any other remedy available under law. The Landlord may use such legal force as may be necessary to remove all property then located in the Leased Premises. The Landlord shall have full and uncontested right to take possession of the Tenant's fixtures, inventory and other property in or about the Leased Premises, holding the same as additional security for the rent and other sums due thereunder. Notwithstanding such reentry and repossession by the Landlord and the holding of such fixtures, inventory and other personal property, the liability of the Tenant for the payment of the rent and other sums due hereunder and for the performance of the Tenant's other obligations for the balance of the term of the Lease shall not be relinquished or extinguished, and the Landlord at any time may commence one or more actions to collect any sums due from the Tenant under the Lease. In the event of any such reentry and repossession, the Landlord shall have the right to relet all or a portion of the Leased Premises under such terms and conditions as the Landlord may deem appropriate, and any such reletting shall not relieve the Tenant of any of the obligations to the Landlord under the Lease, except to the extent of any net rent received by the Landlord from such reletting after deducting all of the Landlord's expenses, including but not limited to, legal expenses, brokerage commissions, advertising and the costs of remodeling the Leased Premises so as to render it suitable for reletting.
26. DEFAULT BY THE LANDLORD. The Tenant shall give notice of any default by the Landlord and if the default continues for thirty (30) days after receipt by the Landlord of said notice, the Tenant, at its own election, may declare the Lease terminated and vacate the Leased Premises within an additional thirty (30) days; provided, however, that if such default by the Landlord can be cured by the payment of money, the Tenant, at its election, may spend such sums as are reasonably necessary to cure the default and thereafter deduct the amount so spent from rent due or to become due. All of the Tenant's remedies shall be cumulative and in addition to all other legal remedies available to the Tenant.
27. SURRENDER OF THE PREMISES. The Tenant agrees that upon the termination of the Lease, it will surrender and deliver the Leased Premises in good and clean condition, except the affect of reasonable wear and depreciation arising from the passage of time or damage not the fault or liability of the Tenant. The Tenant shall remove its inventory, equipment, furniture and fixtures. Any personal property which the Tenant does not remove shall be presumed to be abandoned and shall thereupon be the property of the Landlord. Nothing herein is to be construed as to permit the Tenant to remove any property that has become a fixture of the Leased Premises.

28. SEVERABILITY. If any provision of the Lease shall be declared legally invalid or unenforceable, then the remaining provisions of the Lease nevertheless shall continue to be in full force and effect and shall be enforced to the full extent permitted by law.

29. NOTICE. Any notice which is necessary to be given under the terms of the Lease shall be given in writing, and shall be deemed to be given the act of mailing by certified mail, return receipt requested with postage prepaid, properly addressed to the following:

Tenant: Luedtke-Thorson Investments, Inc.
311 N. 8th Street, Suite 1
Lincoln, NE 68508

Landlord: Research & Development Corporation
360 S. W. 27th Street
Lincoln, NE 68522

30. GOVERNING LAW. The Lease shall be governed by and construed in accordance with the laws of the State of Nebraska.

31. AMENDMENTS. Any amendment or modification to the Lease must be in writing and signed by the party to be bound, and any amendment or modification not both in writing and signed shall be null and void.

32. COMPLETE AGREEMENT. The Lease contains the entire understanding of the parties, and all prior understandings, oral agreements, whether written or oral, shall be deemed both merged into the Lease and of no further force or effect to the extent to which they may conflict with the terms of the Lease or expand upon them.

33. WAIVER. None of the conditions of the Lease shall be considered waived unless given in writing. No such waiver shall be a waiver of any part of a future (1) default; or (2) breach; nor shall it be considered a modification of any of the conditions of the Lease, unless expressly stipulated in the waiver.

34. TIME IS OF THE ESSENCE. Time is of the essence of the Lease.

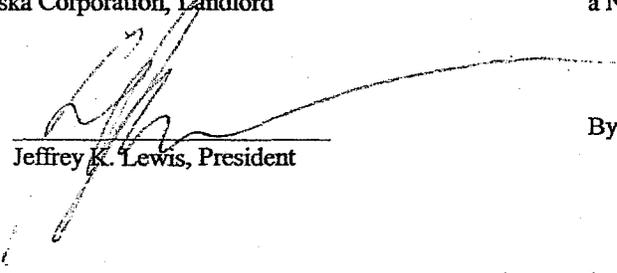
35. BINDING AGREEMENT. All rights and liabilities herein given to or imposed upon the respective parties hereto shall extend to and bind the respective heirs, executors, administrators, personal representatives, successors and assigns of such parties.

Dated this 25th day of February, 2008

Research & Development Corporation,
a Nebraska Corporation, Landlord

Luedtke-Thorson Investments, Inc.,
a Nebraska Corporation, Tenant

By:


Jeffrey K. Lewis, President

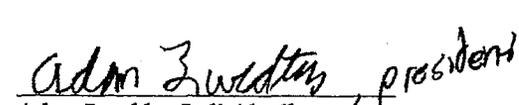
By:


Adam Luedtke, President

By:


Scott Thorson, Secretary

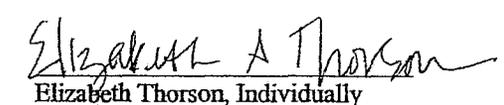
By:


Adam Luedtke, Individually

By:


Scott Thorson, Individually

By:


Elizabeth Thorson, Individually