

LICENSE APPLICATION CHECKLIST

Applicant Name Murillo Corporation Telephone # (702) 812-5432

Trade Name El Casino Bar Previous Trade Name _____

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

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REQUIRED ATTACHMENTS

EACH ITEM MUST BE CHECKED OFF AND INCLUDED OR MARKED N/A FOR NOT APPLICABLE

NEBRASKA LIQUOR CONTROL COMMISSION

- 1. Fingerprint cards for each person (two cards per person) must be enclosed with a separate check payable to the Nebraska State Patrol for processing in the amount of \$38.00 for each person. All areas must be completed on cards as per brochure. To prevent the delay in issuing your license, we strongly suggest you go to a Nebraska State Patrol Agency or law enforcement agency listed in the fingerprint brochure.
- 2. Enclose registration and license fees for the appropriate class of license, made out to the Nebraska Liquor Control Commission.
- 3. Enclose the appropriate additional application forms; Individual License - Form 1; Partnership License - Form 2; Corporate LLC License - Form 3a and Manager application - Form 3b(with corporate application only). LLC application must include all members.
- 4. If building is being leased send a copy of the lease. Be sure it is in the individual(s) or corporate name being applied for. Also, the lease must extend through the license year being applied for. If building is owned, send a copy of the deed or purchase agreement in the appropriate name.
- 5. If you are buying the business of a current licensee, provide a copy of the purchase agreement from licensee. This also needs to be in applicant's name.
- 6. Enclose a copy of the temporary agency agreement, if applicable. Must be on Commission form only. Include a copy of the signature card from the bank showing both the sellers and buyers name(s) on account.
- 7. Copy of alcohol inventory being purchased. Inventory shall include brand names and container sizes. Inventory may be taken at the time application is being submitted.
- 8. Enclose a list of any inventory or property owned by other parties that are on the premise.
- 9. For individual and partnership applications enclose proof of citizenship birth certificates, or naturalization documents for all persons listed on application. Documents must be a certificate from the State, where born, not hospital certificate.


QA

Rept
093714
Bills 8890
45-mm

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

Mail checklist, all applications and attachments to: Nebraska Liquor Control Commission, 301 Centennial Mall South,
PO Box 95046, Lincoln NE 68509-5046

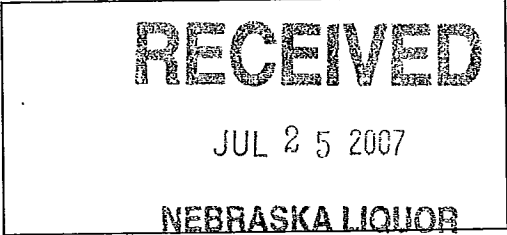
I acknowledge that this application is not a guarantee that a liquor license will be issued to me, and that the average processing period is 45-60 days. Furthermore, I understand that all the information is truthful and I accept all responsibility for any false documents.



Signature

APPLICATION FOR LIQUOR LICENSE

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



**NEBRASKA LIQUOR
CONTROL COMMISSION**

OFFICE USE ONLY

**CLASS OF LICENSE FOR WHICH APPLICATION IS MADE AND FEES
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 an additional fee of \$100.00 and filing form 35-4202

MISCELLANEOUS

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

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

TYPE OF APPLICATION BEING APPLIED FOR (CHECK ONE)

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

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

Name: John M. Boehm Phone: (402) 475-0811

Firm Name: Butler, Galter, O'Brien & Boehm

Firm address: 811 South 13th Street, Lincoln, NE 68508

PREMISE INFORMATION

Trade Name (doing business as) El Casino Bar

Street Address #1 405 East Pacific

Street Address #2 _____

City Lexington County Dawson #

Zip Code 68850

Telephone number at premise to be licensed _____

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

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

Name: Jose Juan Murillo

Street Address #1 405 E Pacific

Street Address #2 _____

City Lexington County Dawson

Zip Code 68850

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

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CONTROL COMMISSION

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

Traffic signal violation; 1991; San Fernando, CA. Traffic signal violation; 1989; Van Nuys, CA

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

- Yes
Current business name and license number _____
 No

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

- Yes
 No

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

- Yes
 No

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

- Yes
- No

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

- Yes DLT, Inc. See attachment to lease
- No

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

- Yes
- No

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

- Yes
- No

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

- Yes
- No

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 make withdrawals on accounts at the institutions.

TierOne Bank, Lexington
Jose Murillo

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 reasons for termination of any licenses 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.

Jose Murillo; 50 hours

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

14 years restaurant experience-Las Vegas, NV
1 year bartender, Tabares Bar, Grand Island, NE
May 22, 2007 - State Patrol Training

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 August 31, 2009

2 year lease

Deed

Purchase Agreement

15. When do you intend to open for business? September 2007

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

Bar, 6:00 p.m. to 1:00 a.m. Mon-Thurs; 4:00 p.m. to 1:00 a.m. Fri-Sun.

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

Applicant Name	From: Year	To: Year	City/State
Jose Juan Murillo	2006	2007	Grand Island, NE
Jose Juan Murillo	1992	2006	Las Vegas, NV

The undersigned applicant(s) hereby consent(s) to a background investigation and release present & future records of every kind and description including police records, tax records (State and Federal), bank or lending institution records, and said applicant(s) and spouse(s) waive(s) any right or causes of action that said applicant(s) or spouse(s) may have against the Nebraska Liquor Control Commission, the Nebraska State Patrol, and any other individual disclosing or releasing said information. Any documents or records for the proposed business or for any partner or stockholder that are needed in furtherance

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of the application investigation or any other investigation shall be supplied immediately upon demand to the Nebraska Liquor Control Commission or the Nebraska State Patrol. The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate or fraudulent.

JUL 25 2007
NEBRASKA LIQUOR CONTROL COMMISSION

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.

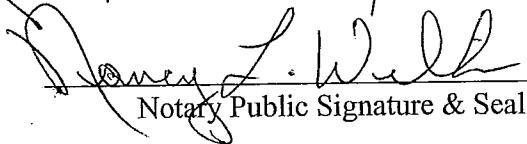
Must be signed in the presence of a notary public by applicant(s) and spouse(s). If partnership or LLC (Limited Liability Company), all partners, members and spouses must sign. If corporation all officers, directors, stockholders (holding over 25% of stock) and spouses. Full (birth) names only, no initials.

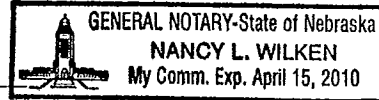


 (sign here)	_____ (sign here)
_____ (sign here)	_____ (sign here)
_____ (sign here)	_____ (sign here)
_____ (sign here)	_____ (sign here)
_____ (sign here)	_____ (sign here)

Subscribed in my presence and sworn to before me this

24 day of July, 2007


Notary Public Signature & Seal

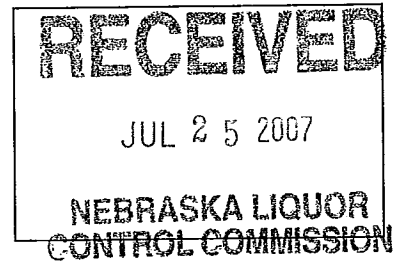


In compliance with the ADA, this application for license form is available in other formats for persons with disabilities. A ten day advance period is requested in writing to produce the alternate format.

FORM 35-4010
REV. 4/05

**APPLICATION FOR LIQUOR LICENSE
CORPORATION MANAGER - FORM 3b
*MUST BE A NEBRASKA RESIDENT***

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



LIQUOR LICENSE INFORMATION

NAME OF LICENSED CORPORATION Murillo Corporation
CLASS & LICENSE NUMBER C
TRADE NAME El Casino Bar
STREET ADDRESS 405 E. Pacific CITY Lexington

SIGNATURE OF CORPORATION PRESIDENT/CEO

APPLICANT INFORMATION (MUST BE 21 OR OVER AND NEBRASKA RESIDENT)

NAME Jose Juan Murillo
ADDRESS 1104 North Jackson
CITY Lexington STATE NE ZIP CODE 68850
HOME PHONE NUMBER (702) 812-5432 BUSINESS PHONE NUMBER (308) 382-9771
SEX MALE FEMALE SOCIAL SECURITY NUMBER 618-20-3334
DATE OF BIRTH December 4, 1970 PLACE OF BIRTH Zacatecas
DRIVERS LICENSE NUMBER & STATE H13237356 NE

SPOUSES INFORMATION (IF NOT MARRIED INDICATE)

SPOUSE NAME Not married
SOCIAL SECURITY NUMBER _____ DATE OF BIRTH _____
DRIVERS LICENSE NUMBER & STATE _____

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

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

YES NO

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

Traffic signal violation; 1991; San Fernando, CA
 Traffic signal violation; 1989; Van Nuys, CA

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

YES NO

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

YES NO

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

YES NO

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

YES NO

prints enclosed

RESIDENCES FOR THE PAST 10 YEARS, APPLICANT AND SPOUSE MUST COMPLETE

APPLICANT: CITY & STATE	YEAR		SPOUSE: CITY & STATE	YEAR	
	FROM	TO		FROM	TO
Grand Island, NE	2006	2007			
Las Vegas, NV	1992	2006			

EMPLOYERS - LIST LAST TWO EMPLOYERS

MONTH/YEAR		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
FROM	TO			
07/06	07/07	Tabares Bar	Octavio De Luna	(308) 382-9771
08/97	11/05	Bellagio Casino, Las Vegas, NV	Alez Erikson	702-693-8869

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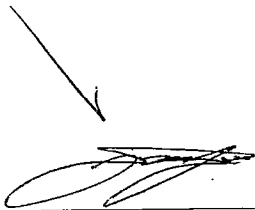
JUL 25 2007

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

The above individual(s), being first duly sworn upon oath, deposes and states that the undersigned is the applicant and/or spouse of applicant who makes the above and foregoing application, that said application has been read and that the contents thereof and all statements contained therein are true. Any false statements made in any part of this application, the applicant(s) shall be deemed guilty of perjury and subject to penalties provided by law. (Sec. §53-1311 Nebraska Liquor Control Commission)

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

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

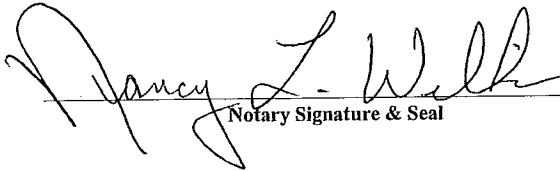


Signature of Applicant

Subscribed in my presence and sworn to before me this 24th day of July, 2007.

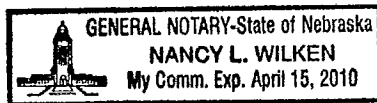
Signature of Spouse

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



Notary Signature & Seal

Notary Signature & Seal



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

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

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**NEBRASKA LIQUOR
CONTROL COMMISSION**

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

Murillo Corporation

Corporate Street Address: 405 E. Pacific

City: Lexington

State: NE

Zip Code: 68850

Corporate Telephone Number 702-812-5432

Total number of shares issued (if corporation) 1,000

Is this a Non Profit Corporation? YES NO

If yes, what is your Federal ID #? _____

Name of Registered Agent John M. Boehm

Name of Proposed Manager Jose Murillo

This person must complete form 35-4013

List name of Chief Executive Officer

Last Name: Murillo

First Name: Jose

MIJ

Address Street 1104 N. Jackson

City Lexington

State NE

Zip Code 68850

Home Phone number 702-812-5432

Social Security Number 618-20-3334

Date of Birth December 4, 1970

Not Married

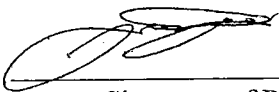
Is this Corporation or Limited Liability Company controlled by another Corporation?

Yes No

If yes, give name of corporation and supply organizational chart

Indicate tax year with the IRS

Starting Date 01/01/2007 Ending Date 12/31/2007



Signature of President/Managing Member

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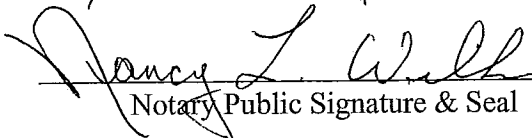
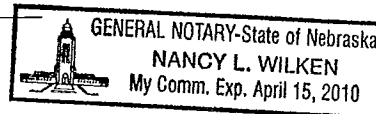
JUL 25 2007

**NEBRASKA LIQUOR
CONTROL COMMISSION**

Notary Public Signature & Seal

Subscribed in my presence and sworn to before me this

24 day of July, 2007


Notary Public Signature & Seal

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

STATE OF NEBRASKA ♦ SECRETARY OF STATE'S OFFICE
1445 "K" STREET • STATE CAPITOL SUITE 1301 • LINCOLN, NE • 68509
BUSINESS SERVICES DIVISION

CORPORATIONS

P.O. BOX 94608
(402) 471-4079
FAX: 471-3666

UNIFORM COMMERCIAL CODE

P.O. BOX 95104
(402) 471-4080
FAX: 471-4429

NOTARY

P.O. BOX 95104
(402) 471-2558
FAX: 471-4429

JOHN A. GALE
Secretary of State

www.sos.state.ne.us

JUDY JOBMAN
Deputy Secretary of State

BUTLER GALTER O'BRIEN & BOEHM
811 S. 13TH STREET
LINCOLN, NE 68508

July 19, 2007

ACKNOWLEDGEMENT OF FILING

The document(s) listed below were filed with the Nebraska Secretary of State's Office, Corporation Division. A label has been affixed to each filing signifying the filing stamp for the Nebraska Secretary of State's Office, Corporation Division. This filing label indicates the date and time of the filing and also references a document number that can be used to reference this filing in the future.

ACKNOWLEDGEMENT OF FILING FEES RECEIVED

Action/Service	Company/Entity Name	Fee Received
Articles Perpetual	MURILLO CORPORATION	60.00
Per Page Charge	MURILLO CORPORATION	10.00
	Total Fees Received	\$70.00

Kayla
Filing Officer

ARTICLES OF INCORPORATION

OF

MURILLO CORPORATION

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

ARTICLE I.

The name of this corporation shall be Murillo Corporation.

ARTICLE II.

The period of the corporation's duration is perpetual.

ARTICLE III.

The purpose of the corporation is to engage in the transaction of any and all lawful business for which corporations may be incorporated under the Nebraska Business Corporation Act.

ARTICLE IV.

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

ARTICLE V.

The aggregate number of shares which the corporation shall have the authority to issue is 1,000 shares of common stock, and the par value of each of said shares shall be \$1.00.

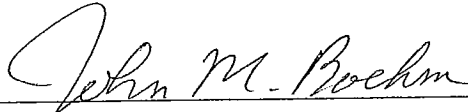
ARTICLE VI.

The address of the initial registered office of the corporation is 811 South 13th Street, Lincoln, Nebraska 68508 and the name of the initial registered agent at such address is John M. Boehm.

ARTICLE VII.

The name and address of the incorporator is John M. Boehm, 811 South 13th Street,
Lincoln, Nebraska 68508.

Signed and dated at Lincoln, Nebraska, this 19th day of July, 2007.



Incorporator

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**NEBRASKA LIQUOR
CONTROL COMMISSION**

#4

Exhibit A

*Furniture, Fixtures, and Personal Property
Located at 405 East Pacific, Lincoln, Nebraska*

- 2 Valley Pool tables**
- 1 Juke Box Rowe AM with C.D.**
- 21 Tables**
- 47 Chairs**
- 26 Bar Stools**
- 1 DJ equipment, 2 speakers & CD player etc.**
- 1 Foosball table**
- 21 Pool sticks with rack**
- 1 Beer cooler under bar**
- 1 Walk in cooler**
- 1 Ice Machine**
- 1 Bar sink**

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#14

LEASE AGREEMENT

This Lease is entered into this 18th day of July, 2007, by and between DLT, Inc., Lexington, Nebraska, (Landlord) and Murillo Corporation and Jose Murillo, Lexington, Nebraska (Tenants). In consideration of the mutual covenants contained in this Lease Agreement the parties agree as follows:

NEBRASKA LIQUOR CONTROL COMMISSION

1. Description of Premises. The Landlord leases to Tenant the property at 405 East Pacific, Lexington, Dawson County, Nebraska.

The Lease shall include all furniture, fixtures and other personal property located on the premises. A list of said items is attached as Exhibit "A" hereto and incorporated herein by this reference.

2. Term. The term of this Lease shall be for two (2) years commencing September 1, 2007, or as soon as the liquor license is granted.

3. Lease Contingent. The term of this Lease is contingent on the granting of a liquor license to the Tenant for the premises. If such liquor license is not granted then the Tenant may elect to cancel the Lease.

4. Rent. The rent under this Agreement shall be \$900.00 per month. The rent shall be due on the first day of each month. Rent for any part of a month shall be prorated.

5. Security Deposit. Tenant hereby agrees to pay a security deposit in the amount of \$900.00, receipt of which is hereby acknowledged.

6. Option to Renew. Tenant shall have an option to renew the lease for an additional term of two years. Said option shall be exercised by written notice to Landlord 180 days before the current lease terms ends. Landlord reserves the right to renegotiate the rent for the renewal.

7. 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.

8. Taxes. Landlord shall pay all taxes and special assessments, on the demised premises.

9. Insurance. Tenant shall maintain liability insurance coverage in the amount of \$600,000.00 on the property during the term of the Lease Agreement. The Landlord shall be named as an additional insured. The Tenant shall maintain fire and casualty insurance coverage on the property in the amount of the fair market value of the property.

#14

10. Utilities. Tenant shall arrange and pay for all utilities furnished to the demised premises for the term of this Lease Agreement, including, but not limited to electricity, gas, water, sewer main and telephone service.

11. Repair, Maintenance and Alterations. Tenant shall maintain the demised premises and keep them in good repair and, in addition,

- A. Tenant may place signs on the property for his business at his expense.
- B. Tenant may decorate the premises in a reasonable manner. Any structural changes shall require the prior approval of the Landlord which shall not be unreasonably withheld.
- C. Tenant shall be responsible for keeping the parking lot clean and free of litter or other debris.

12. Delivery, Acceptance and Surrender of Premises.

- A. Landlord represents that the demised premises are in fit condition for use by Tenant. Acceptance of the demised premises by Tenant shall be construed as recognition that the demised premises are in a good state of repair and sanitary and safe condition.
- B. Tenant shall surrender the demised premises at the end of the Lease term, in the event the option to renew is not exercised, in the same condition as when Tenant took possession, allowing for reasonable use and wear, and damage by acts of God, including fires and storms, and as further provided for in this Lease Agreement. Before delivery Tenant shall remove all business signs placed on the demised premises by Tenant and restore the portion of the demised premises on which they were placed in the same condition as when received.

13. Entry on Premises by Landlord. Landlord reserves the right to enter on the demised premises at reasonable times to inspect them, to perform required maintenance and repairs, and Tenant shall permit Landlord to do so.

14. 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, which consent shall not be unreasonably withheld.

15. Breach. The appointment of a receiver to take possession of the assets of Tenant, a general assignment for the benefit of the creditors of Tenant, any action taken or allowed to be taken by Tenant under any bankruptcy act, or the failure of Tenant to comply with each and every term and condition of this Lease Agreement shall constitute a breach of this Lease Agreement.

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Tenant shall have ten days after receipt of written notice from Landlord of any breach to correct the condition specified in the notice. If the corrections cannot be made within the time period, Tenant shall have a reasonable time to correct default if action is commenced by Tenant after receipt of the notice.

16. Remedies of Landlord for Breach by Tenant. Landlord shall have the following remedies in addition to his other rights and remedies as provided by law in the event Tenant breaches this Lease Agreement and fails to make correction as set forth hereinafter in paragraph 15.

- A. Landlord may re-enter the demised premises and immediately remove the property and personnel of Tenant, store the property in a public warehouse or any place selected by Landlord, at the expense of Tenant.
- B. After re-entry, Landlord may terminate this Lease Agreement on giving ten days written notice of termination to Tenant. Without such notice, re-entry will not terminate this Lease Agreement. On termination, Landlord may recover from Tenant all damages proximately resulting from the breach including, but not limited to, the cost of recovering the demised premises and the balance of any rent payments remaining due and unpaid under this Lease Agreement.
- C. Landlord may relet the demised premises or any part of the demised premises for any term without terminating this Lease Agreement at such rent and on such terms as it may choose, Landlord may make alterations and repairs to the demised premises. The duties and liabilities of the parties if the demised premises are relet shall be as follows:
 - 1) In addition to Tenant's liability to Landlord for breach of this Lease Agreement, Tenant shall be liable for expenses of the reletting, for the alterations or repairs made, and for the difference between the rent received by Landlord under the new lease agreement and the rent installments that were due for the same period under this Lease Agreement.
 - 2) Landlord at his option shall have the right to apply the rent received from reletting the premises to (a) reduce Tenant's indebtedness to Landlord under this Lease Agreement, not including indebtedness for rent, (b) expenses of the reletting and alterations and repairs made, (c) to rent due under this Lease Agreement, or (d) to payment of future rent under this Lease Agreement as it becomes due.

17. Condemnation. In the event that the leased premises shall be taken for public use by the city, state, federal government or other entity, that has the power of eminent domain, then and in that event the lease terminates as of the date on which possession thereof shall be taken for public use, or the date on which the premises become unsuitable for Tenant's business by reason

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of such taking. Provided, however, that if only a part of the leased premises shall be taken, then and in that event there shall be a proportionate reduction of the monthly rent to be paid by Tenant for the remainder of the leased premises under the terms of the lease, which shall be a proportionate reduction of the rent to be paid by Tenant, that is to say, the rent shall be reduced on a pro-rated basis as the square footage taken bears to the total square footage of the property leased.

18. Waivers. Waiver by Landlord of any breach of any covenant or duty of Tenant under this Lease is not a waiver of any other covenant or duty of Tenant, or any subsequent breach of this same covenant or duty.

19. Governing Law. It is agreed that this Lease shall be governed by, construed or enforced in accordance with the laws of the State of Nebraska.

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

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

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

23. Time of the Essence. It is specifically declared and agreed that time is of the essence of this Agreement.

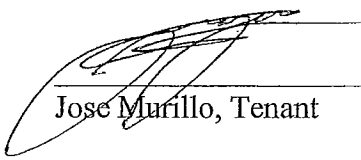
DLT, INC., Landlord

BY: Herlinda Pinedo
Herlinda Pinedo, President

MURILLO CORPORATION, Tenant

BY: Jose Murillo
Jose Murillo, President

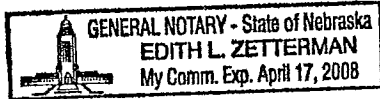
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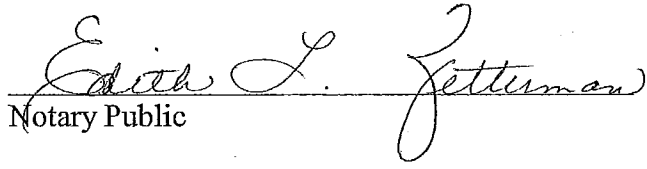


Jose Murillo, Tenant

STATE OF NEBRASKA)
) ss.
County of Dawson)

Subscribed and sworn to before me this 18th day of July, 2007, by Herlinda Pinedo, President of DLT, Inc., Landlord.

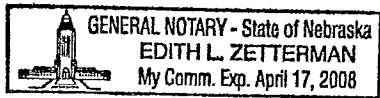


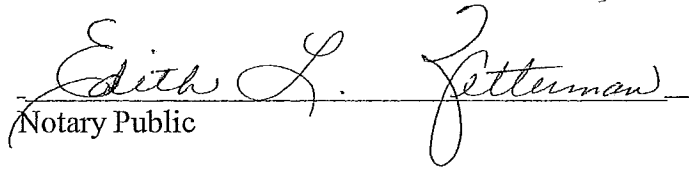


Notary Public

STATE OF NEBRASKA)
) ss.
County of Dawson)

Subscribed and sworn to before me this 18th day of July, 2007 by Jose Murillo, President of Murillo Corporation, Tenant.

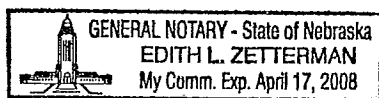


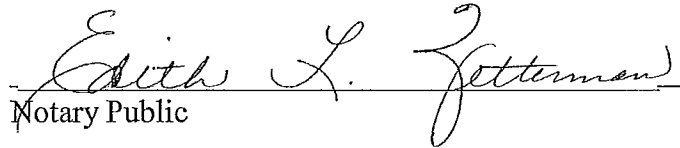


Notary Public

STATE OF NEBRASKA)
) ss.
County of Dawson)

Subscribed and sworn to before me this 18th day of July, 2007 by Jose Murillo, Tenant.





Notary Public

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EXHIBIT "A"
Furniture, Fixtures and Personal Property
Located at 405 East Pacific, Lexington, Nebraska

- 2 Valley Pool Tables
- 1 Juke Box Rowe AM with DC
- 21 Tables
- 47 Chairs
- 26 Bar stools
- 1 DJ equipment, 2 speaks and CD player, etc.
- 1 Foosball table
- 21 Pool sticks with rack
- 1 Beer cooler under bar
- 1 Walk-in cooler
- 1 Ice machine
- 1 Bar sink

one story ^{irregular} building approx
46 x 80

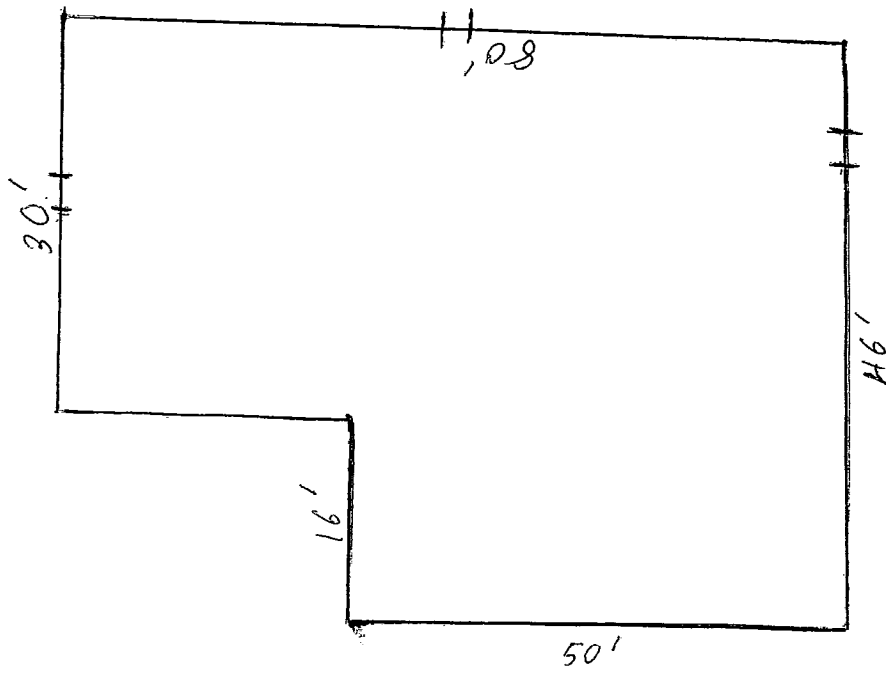
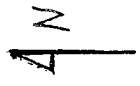
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NEBRASKA LIQUOR
CONTROL COMMISSION

one story

no basement



Hwy 30