

Attorneys at Law

613 N. Washington Street Lexington, NE 68850 Ph. & Fax (308) 324-6909

TO: Lexington City Council

RE: Premier Night Club

Dear Council:

At the last meeting I believe I misinformed you about the operation of the Premier. It is true that we believed we had filed the necessary papers in 2007. The owners had not used the other portion however until the second week of January of 2010. They advised me that after the meeting on March 23, 2010 that hey recently opened the additional portion.

Mr. Rodriguez advised that they had been remodeling the new portion and originally were going to use it as a restaurant. They changed their plans however. Until December of 2009 the new portion was used for storage of pool tables etc. They are not opening a kitchen. On the revised diagram I crossed out the portions that will not be used. The actual space opened up for patrons is 25 ft. X 70 ft. There is a six foot door between the two sections.

I am enclosing copies of the prior leases and my correspondent to the owner of the building, Yong Gui. Mr. Rodriguez had been paying for the whole building however was not using it as a licensed premises until January, 2010. I asked Tracy Wolfe if he could recall when his officers first started noticing the new portion open and he advised that it was sometime in January of 2010.

Mr. Rodriguez advised that the Fire Marshall called to set up an inspection on the new portion of the building. This is related to our filing for an addition to the license premises recently. The Fire Marshall asked why he had to inspect it again because he had previously. Mr. Rodriguez did advice in 2007 that the Marshall did come out to inspect the addition. This adds to our contention that we thought we had received permission.

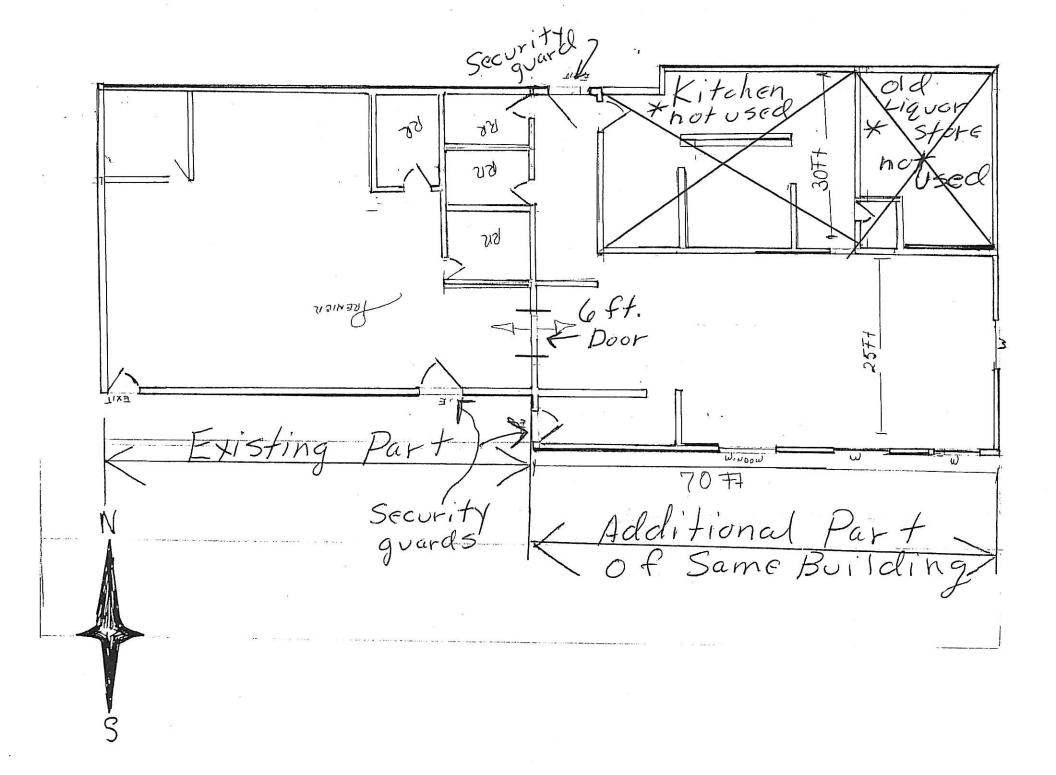
I am enclosing some receipts of items that Mr. Rodriguez recently purchased to get the addition open. Mr. Rodriguez will have two to three security guards on duty during the weekends. The addition to the license will primarily be used for weekends when most

people go out. He expects to hire two to three part time waitresses, an additional part time security guard and a DJ.

Doud Drithul

Derek L. Mitchell

Attorney for Premier Night Club





December 5, 2007

Mr. Yong Yun Gui 728 Glenview Leavenworth, KS 66048

RE: Lease with Rodriguez

Dear Mr. Gui:

Enclosed is a simple lease for the additional portion of the building that Rodriguez Restaurante Inc., wants to lease. They need this lease for the Liquor Commission. Please sign the lease and return it in the envelope. I will send you a completed copy after Hilda Rodriguez signs it. In April of 2008 we can re-do both leases and make them one. Please contact me if you have any questions. Thank you.

Sincerely,

Derek L. Mitchell Attorney at Law



February 12, 2008

Mr. Yang Yun Gui 728 Glenview Leavenworth, KS 66048

RE: Lease with Rodriguez Inc.

Dear Mr. Gui:

Enclosed is a new lease for the entire portion of the building in Lexington, NE. Even though it does not expire until April 30, 208 it needs to be signed now. Mr. Rodriguez needs this for the Liquor Commission. If he does not receive the lease back from you, he risks losing the liquor license and then you would have no tenant. Please sign the lease and return it to me in the enclosed envelope or call if you have any questions. Thank you.

Sincerely,

Derek L. Mitchell Attorney at Law

| BUSINESS LEASE |
|---|
| This lease, dated 4-19-2007, is between |
| rang run Gui, as Landlord |
| and Juan Rodriquez, Hilda Rodriquez, Jose Maria Tenant |
| DBA. Redriciuez Restaurante, Inc. In consideration of the payment of the tent and the performance of the covenants and agreements by the Tenant set forth herein |
| the Landlord does hereby lease to the Tenant the following described premises situate in Dawson |
| County, in the State of the address of which is 501 Plum Crack Parkway |
| Lexing for NE 68850 |
| Building and Parking Lot |
| Said premises, with all the appurtenances, are leased to the Tenant from the date of April 1, 2007 |
| until the date of April 30,200 Sat and for a rental for the full term of \$ 15, 600.00. |
| payable in monthly installments of \$ 1300,00 |
| |
| |
| in advance, on the 15th day of each calendar month during the term of this lease, payable at |
| Address , without notice. |
| THE TENANT, IN CONSIDERATION OF THE LEASING OF THE PREMISES AGREES AS FOLLOWS: 1. To pay the rent for the premises above-described. |
| 2. To keep the improvements upon the premises, including sewer connections, plumbing, wiring and glass in good repair, all at Tenant's expense, and at the expiration of this lease to surrender the premises in as good a condition as when the Tenant entered the premises, loss by fire, inevitable accident, and ordinary wear excepted. To keep all sidewalks on and around the premises free and clear of ice and snow, and to keep the entire exterior premises free from all litter, dirt, debris and obstructions; to keep the premises in a clean and sanitary condition as required by the ordinances of the city and county in which the property is situate. 3. To subtet no part of the premises, and not to assign the lease or any interest therein without the written consent of the Landlord, which consent shall not be unreasonably withhele. 4. To use the premises only as |
| and to use the premises for are located, and for no improper or questionable purposes whatsoever, and to neither permit nor suffer any disorderly conduct, noise or nuisance having a tendency to annoy or disturb any persons occupying adjacent premises. 5. To neither hold nor attempt to hold the Landlord liable for any injury or damage, either proximate or remote, occurring through or caused by the repairs, alterations, injury or accident on or to the premises, or adjacent premises, or other parts of the above premises not herein demised, or by reason of the negligence or default of the owners or occupants thereof or any other person, nor to hold the Landlord liable for any injury or damage occasioned by defective electric wiring, or the breakage or stoppage of plumbing or sewerage upon said premises or upon adjacent premises, whether breakage or stoppage results from freezing or otherwise; to neither permit nor suffer said premises, or the walls or floors thereof, to be endangered by overloading, nor said premises to be used for any purpose which would render the insurance thereon void or the insurance risk more hazardous, nor make any alterations in or changes in, upon, or about said premises without first obtaining the written consent of the Landlord therefor, but to permit the Landlord to place a "For Rent" sign upon the leased premises at any time after sixty (60) days before the end of this lease. 6. To allow the Landlord to enter upon the premises at any reasonable hour. |
| IT IS EXPRESSLY UNDERSTOOD AND AGREED BETWEEN LANDLORD AND TENANT AS FOLLOWS: 7. All charges for water and water rents are to be paid by |
| □ Landlord □ Tenant. Janitorial services are to be paid by □ Landlord □ Tenant. 8. No assent, express or implied, to any breach of any one or more of the agreements hereof shall be deemed or taken to be a waiver of any succeeding or other breach. |
| 9. If, after the expiration of this lease, the Tenant shall remain in possession of the premises and continue to pay rent without a written agreement as to such possession, then such tenancy shall be regarded as a month-to-month tenancy, at a monthly rental, payable in advance, equivalent to the last month's rent paid under this lease, and subject to all the terms and conditions of this lease. 10. If the premises are left vacant and any part of the rent reserved hereunder is not paid, then the Landlord may, without being obligated to do so, and without terminating this lease, retake possession of the said premises and rent the same for such rent, and upon such conditions as the Landlord may think best, making such changes and repairs as may be required, giving credit for the amount of rent so received less all expenses of such changes and repairs and the Tanant shall be lightly for the believes of the series of |
| 11. The Landlord acknowledges receipt of a deposit in the amount of \$\frac{1}{2}\to \frac{1}{2}\to \frac{1}{2}\ |
| 12. At the Landlord's option, it shall be deemed a breach of this lease if the Tenant defaults (a) in the payment of the rent or any other monetary obligation herein; or (b) in the performance of any other term or condition of this lease. The Landlord may elect to cure such default and any expenses of curing may be added to the rent and shall become immediately the angle state of the landlord may elect to cure such default and |
| In the event that the Landlord elects to declare a breach of this lease, the Landlord shall have the right to give the Tenant three (3) days written notice requiring payment of the rent or compliance with other terms or provisions of the lease, or delivery of the possession of the premises. In the event any default remains uncorrected after three (3) days written notice, the Landlord, at Landlord's option, may declare the term ended, repossess the premises, expel the Tenant and those claiming through or under the Tenant and remove the effects of the Tenant, all without being decimed guilty in trespass or of a forcible entry and detainer and without prejudice to any other remedies to which the Landlord may be entitled. If at any time this lease is terminated under this paragraph, the Tenant agrees to peacefully surrender the premises to the Landlord immediately upon termination, and if the Tenant remains in possession of the premises, the Tenant shall be deemed guilty of unlawful detention of the premises. The Landlord shall be entitled to recover from the Tenant all damages by reason of the Tenant's default, including but and the rent for the balance of the term of this lease. |

13. In the event the premises shall become untenantable on account of damage by fire, flood or act of God, this lease may be thereupon terminated and the rent apportioned to the date of the occurrence of such damage.

14. In the event of any dispute arising under the terms of this lease, or in the event of non-payment of any sums arising under this lease and in the event the matter is turned over to an attorney, the party prevailing in such dispute shall be entitled, in addition to other damages or costs, to receive reasonable attorneys' fees from the other party.

15. In the event any payment required becoming is not made within (10) there after the payment is due to the charge in the case of the counter.

costs, to receive reasonable attorneys: Ices from the other party.

15. In the event any payment required hereunder is not made within (10) days after the payment is due, a late charge in the amount of five percent (5%) of the payment will be paid by the Tenant.

16. In the event of a condemnation or other taking by any governmental agency, all proceeds shall be paid to the Landford hereunder, the

To. In the event of a condemnation or other taking by any governmental agency, all proceeds shall be paid to the Landford hereunder, the Tenant waiving all right to any such payments.

17. This lease is made with the express understanding and agreement that in the event the Tenant becomes insolvent, the Landford may declare this lease ended, and all rights of the Tenant hereunder shall terminate and cease.

Liability insurance - Tenants Fire, Hazard etc. - Landlord

SHOULD ANY PROVISION of this lease violate any federal, state or local law or ordinance, that provision shall be deemed amended to SHOULD ANY PROVISION of this lease violate any lederal, state or local law or ortifiance, to at provision soles comply with such law or ortifiance, and shall be construed in a manner so as to comply.

This lease shall be binding on the parties, their personal representatives, successors and assigns.

When used herein, the singular shall include the plural, and the use of any gender shall apply to both genders.

IN WITNESS THEREOF, the parties have executed this Lease as of the day and year first above written.

STATE OF NEBRASKA SS. COUNTY OF DAWSON

The foregoing Business Lease was acknowledged before me this 20 day of pri , 2007, by Hilda M. Rodriguez, CF, a Nebraska Corporation, on behalf of the GENERAL NOTARY - State of Nebraska

DEREK L. MITCHELL

My Comm. Exp. Alfil 219 2011

LEASE AGREEMENT

THIS LEASE AGREEMENT is entered into between Yong Yun Gui referred to as LANDLORD and Rodriguez Restaurante Inc., by and through Hilda Rodriguez, hereinafter referred to as TENANT,

WITNESSETH:

- 1) LANDLORD grants to TENANT the right to occupy the business premises commonly known as 501 Plum Creek Parkway, Lexington, Nebraska for a period of one year commencing on the 1st day of April, 2008 and continuing until April 30, 2009. Said lease is for the entire building at 501 Plum Creek Parkway to include the existing lounge, party rooms, and restaurant portion.
- 2) TENANT shall pay monthly rent in advance of \$1850.00 commencing on the 1st day of April, 2008 and a like amount to be paid on the 1st, day of each month during the term of this Agreement.

A) The TENANT shall:

- a) Keep that part of the premises that he occupies and uses as clean and safe as the condition of the premises permit;
- b) Comply with all obligations primarily imposed upon TENANTS by applicable minimum standards of building and housing codes materially affecting health and safety.
- (c) Dispose of all ashes, rubbish, garbage, and other waste in a clean and safe manner;
- (d) Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities, and appliances in the premises; Also mute all length to said above them at the hands expense.
- (e) Not deliberately or negligently destroy, deface, damage, impair or remove any part of the premises or knowingly permit any person to do so;
- (f) Conduct himself and require other persons on the premises with his consent to conduct themselves in a manner that will not disturb his neighbor's peaceful enjoyment of the premises;
- (g) Abide by all by-laws, covenants, rules or regulations; Also provide all nelessary building insurance.
- (h) Not place upon the walls, floors, or ceilings any tape or gum surfaced material;
- (i) Pay all electrical, telephone, gas, water and garbage services before delinquency.
- 3. Only the TENANT and the TENANT'S employees shall occupy the business premises which

shall be used only as a night club/restaurant business.

- 4. The TENANT shall not unreasonably withhold consent to the LANDLORD to enter into the dwelling unit to inspect, make necessary or agreed repairs, decorations, alterations, or improvements, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, lessees, workmen or contractors. The LANDLORD may enter the dwelling unit without the consent of the TENANT in case of emergency. When practicable, the LANDLORD shall give the TENANT at least one day's notice of the LANDLORD'S intent to enter and shall enter only at reasonable times.
- 5. This Rental Agreement shall not be assigned by the TENANT without the written consent of the LANDLORD.
- The LANDLORD is the owner of the premises and the LANDLORD'S address is 728 Glenview, Leavenworth, KS 66048

DATED this 2 day of February, 2008.

LANDLORD, Yong Yun Ghi-

TENANT, Rodriguez Restaurante, Inc. by

President, Hilda Rodriguez

RENTAL-PURCHASE AGREEMENT

TERMS OF AGREEMENT: As used in this Agreement, "you" and "your" mean the person(s) signing the Agreement as lessee/renter/ consumer; "we" and "our" mean the lessor/owner (the rental company); "property" means the items described in the disclosures; and "lease" means this Rental-Purchase Agreement including the disclosures.

DENTAL DUDONAGE DISCLOSUDES

| Date: D | - 20 2000 | | UNCHASE DISC | | | |
|---|----------------------------------|-------------------------------|---------------------------|---|--------------------------------------|------|
| Date: Dec | | Agree | ment Number: Consumer: | cyb03597 RODRIGUEZ, JUAN S. | | |
| | nt-A-Center 1 N Washington St | | Consumer. | HODAIGUEZ, JUAN 3. | | |
| | kington NE 68850-1910 | 6 | | 501 1/2 Plum Creek Pkwy | | |
| | B) 324-4496 LOC: 4424-M | | | Lexington NE 68850-2401 | 1 | |
| | | | | (308) 324-7773 MAP CODE: 2 | RT: 02 | |
| DESCRIPTION | OF PROPERTY: | | | | | |
| Item # | Item Desc | ription | Serial # | Model # | Condition of Property: | |
| 0442701103 | FURNITU | RE /COCKTAIL & EN | NA | CLT205-3PC | USED | |
| | | | | | | |
| Ĭ. | | | | | .e.) | |
| | | | | | | |
| | PROPERTY: - No Damag | | | f t that abaaas | a to rept the | |
| RENTAL TERM | | | | ning of each term that you choose | 3 to rent the | |
| property. There | are no refunds if you choo | se to return the property bef | that you shoom to | erm. lease the property. Your initial pa | ymant will include the following | |
| charges: | zivi: Payments are due at | the beginning or each term | mat you choose to | lease the property. Tour mittal pa | yment will include the lonewing | |
| | lental Payment | Optional Liability Dama | nge Waiver | Tax | . Total | |
| - | \$.00 | Optional Elability Danie | \$.00 | S.00 | \$.00 | |
| 2004 244 055 744 AAA PARAMAAN WAXAA 2006 AAA 2006 AAA | | | 504F0F44 | | | |
| | | | | | o renew this Agreement beyond t | |
| | | wal term, you may do so by | | | nesday of each Week , | , or |
| | e to make advance rental pa | | | nthly basis. | | |
| Your first i | renewal payment is due | | Dec 30, 2009 | | | |
| | | Day | Date | T | Total | |
| Payments | Rental Payment | Optional Liability Dama | | <u>Tax</u> | <u>Total</u> \$11.69 | |
| Weekly | \$9.99 | | \$1.00 | \$.70 | | |
| Semi-Monthly | \$21.62 | | \$2.00 | \$1.51 | \$25.13 | |
| Monthly | \$43.28 | | \$4.00 | \$3.03 | \$50.31 | |
| OTHER CHARG | | Late Fee | | | | |
| | y Damage Waiver Fee | | ot made within 5 | business days of a monthly renev | wat | |
| | 2.00 /Semi-Month | | | business days of a semi-monthly | | |
| | .00 /Week | renewal. | - | | , | |
| | | | property for the num | ber of weeks, semi-months or m | onths shown below. The Total C | osi |
| | | | | Damage Waiver fees. You shoul | | |
| explanation of th | | | | | | |
| Weekly | If you choose to acquire o | wnership through weekly re | ntal, you will make | 29 payments: the initial renta | | |
| | \$.00, 27 week | dy payments of \$9.99 | and a final paym | nent of \$9.99 for a total of | of \$279.72 in rent | |
| | | .60 for a Total Cost of | \$299.32 . | | • | |
| Semi-monthly | | wnership through semi-mon | | | | |
| | | | 21.62 and a final | payment of \$17.29 for a t | total of \$276.73 in rent | |
| | | .33 for a Total Cost of | \$296.06 | | | |
| Monthly | | wnership through monthly re | | | | |
| | | | and a final paym | nent of \$17.31 for a total of | of \$276.99 in rent | |
| Vou do oot own | | | \$296.38 . | number of payments and the tot | tal dollar amount of payments | |
| | | | | | ment term, your total amount will | he |
| | | | | | not reduce total rent or purchase | |
| | | changes in the applicable to | | quency. Free fent allowance will | not reduce total rein or purchase | |
| | CE OF THE PROPERTY: | \$139.86, plus sales | | | | |
| | | | | ay acquire ownership of the prop | erty by tendering 55 % of the | |
| difference betwe | en the total payments nece | ssary to acquire ownership | and the total of leas | se payments you have paid on the | e property at that time. In additio | on. |
| | | | | | Cash Price minus the total of all | |
| | (excluding tax) made by yo | | | | | |
| | | | ket value of the pro | perty if it is lost, stolen, damaged | for destroyed. | |
| TYPE OF TRAN | ISACTION: THIS IS A RE | NTAL TRANSACTION. | 8 | | | |
| REINSTATEME | NT: If you fail to make a tim | ely rental payment, you ma | y reinstate the agre | ement without losing any rights o | or options which exist under the | |
| agreement by th | e payment of all past-due re | ental charges and any applic | cable late fee within | 5 business days of the renewal of | date of the agreement if you pay | |
| | | | | | e agreement during a period of no | |
| | | | | | our request. In the event you ha | |
| | | | | | ement period shall be extended to | о а |
| | | | | or more of the amount called for | | 0020 |
| | | | | of the return of the property. Upo | on reinstatement, we shall provide | e |
| | | perty of comparable quality | | v av v av a statement | | |
| | | | | | perty in good repair at the expirati | ОП |
| | | | | ble for any damage to the propert | Ne will not be responsible for the | c: |
| | | | | | cy covers the leased property at the | |
| | | | | wed by the terms of the warranty | | ,6 |
| | | | | s lease, we have the right to poss | | |
| | | | | | ply with this requirement, you agr | ee |
| | incurred in taking possessing | | poodcoolon | | -, , , , , agr | |
| | | | Agreement, but agre | ee to notify you of any change. | | |
| | | | | might be levied on the property. | • | |
| | | | | | perty that is designed to be carried | d |
| | | | | ent. Each of these acts is a bread | | |
| ARBITRATION: | An Arbitration Agreem | ent comes with and is inco | orporated into this | rental purchase agreement. Y | ou should read the Arbitration | í |

DO NOT SIGN THIS BEFORE YOU READ THE ENTIRE AGREEMENT, INCLUDING THE ARBITRATION a. AGREEMENT, AND ANY WRITING ON THE REVERSE SIDE, EVEN IF OTHERWISE ADVISED.

NOTICE TO CONSUMER-READ BEFORE SIGNING

DO NOT SIGN THIS IF IT CONTAINS ANY BLANK SPACES

Agreement before signing this agreement.

c.

YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN.

YOU AGREE BY SIGNING THIS LEASE THAT (1) YOU READ IT, (2) YOU UNDERSTAND IT AND (3) YOU RECEIVED A SIGNED COPY OF IT. Date Consumer

| Lessor | | Consumer | 70 | | | |
|-----------|---|--|------------------------|--------------|-----------|---------|
| Rental co | entract pledged as collateral security to Cha | se Manhattan Bank as an administrative and | ent for the Bank group | NE E 5/29/07 | S 5/29/07 | 2:22 PM |

RENTAL-PURCHASE AGREEMENT

TERMS OF AGREEMENT: As used in this Agreement, "you" and "your" mean the person(s) signing the Agreement as lessee/renter/ consumer; "we" and "our" mean the lessor/owner (the rental company); "property" means the items described in the disclosures; and "lease" means this Rental-Purchase Agreement including the disclosures.

| | | RENTAL-P | URCHASE DISC | LOSURES | |
|---------------------------|---|--|---|--|---|
| Date: Dec | | Agree | ment Number: | cyb03596 | |
| Lessor: Rer | N Washington St | | Consumer: | RODRIGUEZ, JUAN S. | |
| Lex | ington NE 68850-191 | 3 | | 501 1/2 Plum Creek Pkwy | |
| (308 | 3) 324-4496 LOC: 4424-M | | | Lexington NE 68850-240 (308) 324-7773 MAP CODE: | |
| DESCRIPTION | OF PROPERTY: | | | | |
| Item # 0442401105 | Item Desc | ription RE /LIVING ROOM G | Serial # SARATOGA | Model # A3515SL31919 | Condition of Property: NEW |
| 0442401103 | FURNITO | HE /LIVING HOOM G | SANATOGA | 700100201010 | |
| | | | | | |
| DAMAGE TO P | ROPERTY: No Damag | e Noted | | | |
| RENTAL TERM | l: Weekly | Rental payments ar | | ing of each term that you choos | se to rent the |
| property. There | are no refunds if you choo | se to return the property bef | ore the end of the to that you choose to l | erm. lease the property. Your initial p | ayment will include the following |
| charges: | LIVI. I aymems are due at | | | pass the property, the times p | |
| <u> </u> | ental Payment | Optional Liability Dama | | <u>Tax</u> \$.00 | <u>Total</u> \$.00 |
| | \$.00 | | \$.00 | | |
| RENEWAL PAY | MENTS: You are not oblig | gated to renew this Agreeme ewal term, you may do so by | ent beyond the initia making an advanc | e rental payment on the Wed | to renew this Agreement beyond the nesday of each Week , or |
| | to make advance rental pa | | | nthly basis. | • |
| Your first r | enewal payment is due | | Dec 30, 2009 | | |
| Payments | Rental Payment | Day Optional Liability Dama | Date ige Waiver | <u>Tax</u> | <u>Total</u> |
| Weekly | \$15.99 | Significant Manager of the Control o | \$1.20 | \$1.12 | \$18.31 |
| Semi-Monthly | \$34.61 | | \$2.50 | \$2.42 | \$39.63 |
| Monthly OTHER CHARG | \$69.28 | ſ | \$5.20 | \$4.85 | \$79.33 |
| | Damage Waiver Fee | Late Fee ' | | | |
| | .20 /Month | | | business days of a monthly rene | |
| | .60 /Semi-Month .20 /Week | \$3.00 for payments n renewal. | ot made within 3 | business days of a semi-monthl | y or weekly |
| TOTAL COST: | If you choose to acquire ov | nership, you must rent the p | property for the num | ber of weeks, semi-months or r | nonths shown below. The Total Cos |
| does not include | other charges, such as lat | e fees, reinstatement fee an | d Optional Liability | Damage Waiver fees. You sho | uld see the contract for an |
| explanation of the Weekly | | wnership through weekly re | ntal vou will make | 76 payments: the initial ren | ital payment of |
| VVCCKIY | | | 9 and a final paym | | of \$1,199.25 in rent |
| | | .00 for a Total Cost of \$ | | | -1 |
| Semi-monthly | | wnership through semi-mor monthly payments of S | ithly rental, you will 34.61 and a final | | |
| a00765 or codes | and sales tax of \$83 | .73 for a Total Cost of \$ | 1,281.23 | | |
| Monthly | | wnership through monthly re | ental, you will make and a final paym | | ntal payment of Lof \$1,198.54 in rent |
| 8 | | ly payments of \$69.28 .90 for a Total Cost of \$ | | 1011 01 \$20.76 101 a total | 101 \$1,130.34 III TCIN |
| You do not own | the property. You will not o | own the property until you ha | ive made the stated | number of payments and the to | otal dollar amount of payments |
| necessary to acc | quire ownership. If you cho | ose to renew this Agreemer | it on a frequency di | fferent from your initial rental pa | yment term, your total amount will be Il not reduce total rent or purchase- |
| | | changes in the applicable to | | quency. Free tent allowance wi | in not reduce total rent of purchase- |
| THE CASH PRI | CE OF THE PROPERTY: | \$599.63, plus sales | tax. | | THE RESIDENCE OF THE PROPERTY |
| EARLY PURCH | ASE OPTION: At any time | after the first periodic paym | ent is made, you m | ay acquire ownership of the pro | perty by tendering 55 % of the he property at that time. In addition, |
| vou may purchas | en the total payments nece se the property within the fi | rst 90 days after the date of | this agreement by p | paying us an amount equal to th | e Cash Price minus the total of all |
| rental payments | (excluding tax) made by yo | ou, plus tax. | | | |
| | AND DAMAGES: You are SACTION: THIS IS A RE | | ket value of the pro | perty if it is lost, stolen, damage | ed or destroyed. |
| | | | y reinstate the agre | ement without losing any rights | or options which exist under the |
| agreement by th | e payment of all past-due r | ental charges and any applic | cable late fee within | 5 business days of the renewa | I date of the agreement if you pay |
| monthly or within | 3 business days of the rer | newal date if you pay semi-n | nonthly or weekly. ` | You are permitted to reinstate the | ne agreement during a period of not on our request. In the event you have |
| paid not less tha | n 60% and not more than 8 | 10% of the amount called for | under the contract | to obtain ownership, the reinsta | tement period shall be extended to a |
| total of 90 days a | after the date of the return of | of the property. In the event | you have paid 80% | or more of the amount called for | or under the contract to obtain |
| | | e extended to a total of 180 operty of comparable quality | | of the return of the property. Up | oon reinstatement, we shall provide |
| TERMINATION: | You may terminate this Ad | preement without penalty by | voluntarily surrende | ering or returning the leased pro | perty in good repair at the expiration |
| of the term of the | e lease and paying any rent | al payments that are past di | ues. You will be lial | ble for any damage to the prope | rty, fair wear and tear excepted. |
| COSTS OF THE FESTI | ID MAINTENANCE: We are | e responsible for maintainin airs or damage caused by ir | g or servicing the p | roperty while it is being leased. nart of a manufacturer's warrar | We will not be responsible for the ity covers the leased property at the |
| time you acquire | ownership of the property. | such warranty shall be trans | sferred to you if allo | wed by the terms of the warran | ty. |
| OUR RIGHTS TO | O TAKE POSSESSION: If | you do not renew this lease | or if you breach this | s lease, we have the right to pos | ssession of the property. If this |
| | ree to return the property o incurred in taking possessi | | to take possession | or it. It you tall or retuse to con | nply with this requirement, you agree |
| ASSIGNMENT: | We may sell, transfer, or a | ssign this Rental-Purchase | | ee to notify you of any change. | |
| TITLE AND TAX | ES: We retain title to the p | roperty at all times and will ; | pay any taxes which | n might be levied on the property | |
| | | | | e of this property. Except for pro ent. Each of these acts is a bre | perty that is designed to be carried ach of this lease. |
| ARBITRATION: | An Arbitration Agreem | ent comes with and is inc | orporated Into this | rental purchase agreement. | You should read the Arbitration |
| Agreement befo | ore signing this agreemer | | 53. | | |

NOTICE TO CONSUMER-READ BEFORE SIGNING

- DO NOT SIGN THIS BEFORE YOU READ THE ENTIRE AGREEMENT, INCLUDING THE ARBITRATION a. AGREEMENT, AND ANY WRITING ON THE REVERSE SIDE, EVEN IF OTHERWISE ADVISED.
- b.
- DO NOT SIGN THIS IF IT CONTAINS ANY BLANK SPACES YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN. c.

| YOU AGREE BY SIGNING TH | IIS LEASE THAT (1) YOU READ IT | , (2) YOU UNDERSTAND I | T AND (3) YOU RECEIVED A SIGNED COPY OF IT. |
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CENTRAL ELECTRONICS

Sales - Rentals - Service 1911 Central Avenue KEARNEY, NEBRASKA 68847

(308) 237-9659

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Walmart %

Save money. Live better.

Walmart

MANAGER MIKE MILLICAN
(308) 324 - 7427
LEXINGTON, NE

ST# 0637 OP# 00003679 TE# 67 TR# 09038
PRODUCT SERIAL # SCNC94130YY
HP NOTEBOOK 088496253412 498.00 X
SUBTOTAL 498.00
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TOTAL 532.86
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When you pay by check, you authorize us to use its information to process an Electronic Funds Transfer (EFT) or a draft drawn on your account, or to process the payment as a check. If payment is returned unpaid, you authorize collection of your payment and the Return Fee below by EFT(s) or draft(s) drawn on your account. Call 888-905-3388 with any questions RETURN FEE AMOUNT 35.00

ITEMS SOLD 1

TC# 9663 3030 2247 8273 6821 7

Tax Prep in store at Jackson Hewitt and \$3 Check Cashing at Walmart 01/18/10 18:12:49

Pay to the Order of Pinnacle Bank
Lexington, Neeraska - pinnbank.com
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KQKY-FM PO Box 666 Kearney NE 68848 Phone: 308-698-2100

PREMIER NIGHT CLUB 501 PLUM CREEK PKWY LEXINGTON, NE. 68850

STATEMENT

DATE: 2/1/10

We appreciate you for keeping your account balance current.

Kindly Write Your KQKY Account Number On Your Check. Thank You!

ACCOUNT NUMBER

76689

ACCOUNT EXECUT:

LISA WILLIAMS

AMOUNT DUE AMOUNT PAID
-\$456.00

| UMBER | INVOICE DATE | DESCRIPTION | AMOUNT | BALANCE |
|-------|-----------------|--|-----------------------|----------|
| 0302 | 1/31/10 | Contract #0030577 1/21/10 to 1/30/10 1/31 24 30's @ \$6.00 1/31 Transfer from another invoice BALANCE OF INVOICE #40302 | \$144.00 -\$144.00 | \$0.0 |
| 0374 | 1/31/10 | Unapplied credit - automatic 1/19 Check #2476 \$600.00 1/31 Transfer to another invoice BALANCE OF INVOICE #40374 | -\$600.00 \$144.00 | -\$456.0 |
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| DATE | PREVIOUS DA | LANCE | | | |
|--------|-------------|---------|---------|-----------|-----------------|
| 2/1/10 | | \$0.00 | | KQKY Kea: | rney, NE |
| CURREN | VT | 30 DAYS | 60 DAYS | 90+ DAYS | PAY THIS AMOUNT |
| -\$ | 456.00 | \$0.00 | \$0.00 | \$0.00 | -\$456.00 |



KQKY-FM PO Box 666

Kearney NE 68848 Phone: 308-698-2100

LEO JUAN PREMIER NIGHT CLUB 501 PLUM CREEK PKWY LEXINGTON, NE. 68850

INVOICE NUMBER: 40302

KQKY-FM Kearney, NE

INVOICE DATE: 1/31/10

PAGE:

1

TYPE: Complete

76689 ACCOUNT: CONTRACT: 30577

PRODUCT:

ACCOUNT EXEC: LISA WILLIAMS

| PAY THIS AMOUNT: | BY: |
|------------------|-----|
|------------------|-----|

Contract #0030577 1/21/10 to 1/30/10

1/31 24 30's @ \$6.00

\$144.00

1/31 Transfer from another invoice

-\$144.00

BALANCE OF INVOICE #40302

\$0.00

*Kindly Indicate Your KQKY Account Number On Your Check, Thank You!



KQKY-FM PO Box 666 Kearney NE 68848 Phone: 308-698-2100

LEO JUAN PREMIER NIGHT CLUB 501 PLUM CREEK PKWY LEXINGTON, NE. 68850

INVOICE NUMBER: 40374

KQKY-FM Kearney, NE

INVOICE DATE: 1/31/10

PAGE:

TYPE: Credit

76689 ACCOUNT:

CONTRACT: PRODUCT:

ACCOUNT EXEC: LISA WILLIAMS

| PAY THIS AMOUNT: | BY: | |
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Unapplied credit - automatic

1/19 Check #2476 \$600.00

1/31 Transfer to another invoice

TOTAL CREDIT:

\$600.00CR

\$144.00DB

\$456.00CR

*Kindly Indicate Your KQKY Account Number On Your Check, Thank You!