

Union Bank And Trust Company
 Lincoln Branch
 3643 South 48th St
 Lincoln, NE 68506
 (402) 488-0941 "LENDER"

BORROWER	
K-SARA ENTERPRISES, INC. D/B/A MEIER IMPORTS	
ADDRESS	
3540 VILLAGE DRIVE STE 2 LINCOLN NE 68516	
TELEPHONE NO.	IDENTIFICATION NO.
(402) 328-8882	

DISCLAIMER OF ORAL AGREEMENTS

OFFICER INITIALS	INTEREST RATE	PRINCIPAL AMOUNT	FUNDING DATE	MATURITY DATE	CUSTOMER NUMBER	LOAN NUMBER
TA	VARIABLE	\$110,000.00	7-10-2001	7-10-2008	[REDACTED]	[REDACTED]

A CREDIT AGREEMENT MUST BE IN WRITING TO BE ENFORCEABLE UNDER NEBRASKA LAW. TO PROTECT YOU AND US FROM ANY MISUNDERSTANDINGS OR DISAPPOINTMENTS, ANY CONTRACT, PROMISE, UNDERTAKING, OR OFFER TO FOREBEAR REPAYMENT OF MONEY OR TO MAKE ANY OTHER FINANCIAL ACCOMMODATION IN CONNECTION WITH THIS LOAN OF MONEY OR GRANT OR EXTENSION OF CREDIT, OR ANY AMENDMENT OF, CANCELLATION OF, WAIVER OF, OR SUBSTITUTION FOR ANY OR ALL OF THE TERMS OR PROVISIONS OF ANY INSTRUMENT OR DOCUMENT EXECUTED IN CONNECTION WITH THIS LOAN OF MONEY OR GRANT OR EXTENSION OF CREDIT, MUST BE IN WRITING TO BE EFFECTIVE.

Dated: JULY 10, 2001

BORROWER: K-SARA ENTERPRISES, INC.
D/B/A MEIER IMPORTS

BORROWER: K-SARA ENTERPRISES, INC.
D/B/A MEIER IMPORTS

BORROWER: KEVIN R. MEIER, PRESIDENT

BORROWER: SARA M. MEIER, TREASURER

BORROWER:

BORROWER:

BORROWER:

BORROWER:

if any other provision of this lease contradicts any definition of this Article, the other provision will prevail. The following exhibits are attached to this Lease and are made part of this Lease:

- Exhibit A - The Premises
- Exhibit B - Legal Description of the Land.
- Exhibit C - Tenant Finish Improvements
- Exhibit D - Rules and Regulations
- Addendum "A"
- Personal Guaranty

ARTICLE 2.00 AGREEMENT

Landlord leases the Premises to Tenant, and Tenant leases the Premises from Landlord, according to this Lease.

ARTICLE 3.00 TERM, DELIVERY AND ACCEPTANCE OF PREMISES

3.01 General. The duration of this Lease will be the Term. The Term will commence on the Commencement Date, and will expire on the Expiration Date.

3.02 Delivery of Possession. Landlord will construct or install in the Premises the improvements according to Exhibit "C". Landlord will be deemed to have delivered possession of the Premises to Tenant when Landlord has given Tenant notice that the improvements will be substantially completed within ten (10) days of the date of such notice, subject only to the completion of Landlord's "punch-list" items which do not materially interfere with Tenant's use and enjoyment of the Premises.

3.03 Failure to Deliver Possession. If for any reason, Landlord cannot deliver possession of the Premises to Tenant on the Commencement Date,

- (a) this Lease will not be void or voidable,
- (b) Landlord will not be liable to Tenant for any resultant loss or damage, and
- (c) if delivery of possession of the Premises to Tenant on the Commencement Date is delayed by Landlord,
- (d) Rent will be waived for the period between the original Commencement Date and the date on which Landlord deliver possession of the Premises to Tenant,
- (e) The original Commencement Date will be extended automatically one day for each day of delay after the original Commencement Date. The Expiration Date will not change unless the original Commencement Date is delayed for thirty (30) days or more, at which time the Expiration Date will be extended to the end of the next month, and
- (f) Landlord and Tenant will execute a certificate of the new Commencement Date and Expiration Date promptly after delivery of possession.

3.04 Early Entry. If Tenant is permitted entry to the Premises prior to the Commencement Date, such early entry will be at Tenant's sole risk and subject to all the terms and provisions of this Lease as though the Commencement Date had occurred, except for the payment of Rent. All rights of Tenant under this Section 3.04 will be subject to the requirements of all applicable building codes and zoning requirements so as not to interfere with Landlord's obtaining of a certificate of occupancy for the Premises. Landlord has the right to require that Tenant execute an early entry agreement containing any such further conditions as Landlord deems appropriate prior to Tenant's early entry.

3.05 Condition of the Premises. Prior to the Commencement Date, Tenant will conduct a walk-through inspection of the Premises with Landlord and prepare a punch-list of items needing additional work by Landlord. Other than the items specified in the punch-list, by taking possession of the Premises, Tenant will be deemed to have accepted the Premises in their condition on the date of delivery of possession. The punch-list will not include any damage to the Premises caused by Tenant's move-in or early access, if permitted. Damage caused by Tenant will be repaired or corrected by Landlord, at Tenant's expense. Tenant acknowledges that neither Landlord nor its agents or employees have made any representations or warranties as to the suitability or fitness of the Premises for the conduct of Tenant's business or for any other purpose, nor has Landlord or its agents or employees agreed to undertake any alterations or construct any tenant improvements to the Premises except as expressly provided in this Lease and the Workletter. Landlord's contractor will complete all reasonable punch-list items within thirty (30) days after the walk-through inspection or as soon as practicable after such walk-through.

ARTICLE 4.00 MONTHLY RENT

Throughout the Term of this Lease, Tenant will pay Monthly Rent to Landlord as rent for the Premises. Monthly Rent will be paid in advance on or before the first day of each calendar month of the Term. If the Term commences on a day other than the first day of a calendar month, then Monthly Rent will be appropriately prorated by Landlord for such month. Monthly Rent will be paid to Landlord, without notice or demand, and without deduction or offset, in lawful money of the United States of America at Landlord's address, or to such other person or at such other place as Landlord may from time to time designate in writing.

ARTICLE 5.00 COMMON AREA OPERATING EXPENSES

5.01 General. In addition to Monthly Rent, Tenant will pay Tenant's Share of the Common Area Operating Expenses paid by Landlord in each calendar year or partial calendar year during the Term. If Common Area Operating Expenses are calculated for a partial calendar year, the Common Area Operating Expenses will be appropriately prorated.

As used in this Lease, the term "Common Area Operating Expenses" means:

- (a) all reasonable costs of management, operation and maintenance of the Building and Project, including without limitation, real and personal property taxes and assessments (and any tax levied in whole or in part in lieu of or in addition to real property taxes), assessments, management fees and any other charges assessed or imposed pursuant to an agreement or association of owners of the Williamsburg Village development, management fees and costs, wages, salaries and compensation of employees, accounting, legal, janitorial, window washing, painting, repairing, guard and other services, snow and ice removal, landscaping, seasonal holiday decorations, power, water, waste disposal and other utilities, materials and supplies, insurance obtained with respect to the Building and Project, ground lease payments, depreciation on personal property and equipment (which is or should be capitalized on the books of Landlord), management fees and any other costs, charges, and expenses which under generally accepted accounting principles, would be regarded as management, maintenance and Common Area Operating expenses, and
- (b) the cost (amortized over such period as Landlord will reasonably determine) together with interest, on the unamortized balance of any capital improvements which are made to the Building or Project by Landlord (i) for the purpose of reducing Common Area Operating Expenses, or (ii) after the Date and which are required under any governmental law or regulation that was not applicable to the Building or Project at the time it was constructed and which are not a result of the nature of Tenant's use of the Premises.

The Common Area Operating Expenses will not include: (1) depreciation on the Building (other than depreciation on personal property, and equipment); (2) costs of improvements made for tenants of the Building or Project; (3) finders fees and real estate brokers' commissions; (4) mortgage principal or interest; and (5) capital items other than those referred to in clause (b) above.

Tenant acknowledges that Landlord has not made any representation or given Tenant any assurances of Tenant's Share of Common Area Operating Expenses for any calendar year during the Term.

5.02 Estimated Payments. In addition to Monthly Rent, Tenant will pay to Landlord on the first day of each month during the Term one-twelfth (1/12) of Landlord's estimate of the amounts payable by Tenant pursuant to Section 5.01 during the subject calendar year or partial calendar year (the "Estimated Common Area Operating Expenses"). During December of each calendar year or as soon after December as practicable, Landlord will give Tenant written notice of Estimated Common Area Operating Expenses for the ensuing calendar year. On or before the first day of each month during the ensuing calendar year, Tenant will pay to Landlord one-twelfth (1/12) of the Estimated Common Area Operating Expenses; however, if such notice is not given in December, Tenant will continue to pay on the basis of the prior year's Estimated Common Area Operating Expenses until the month after such notice is given. In the month Tenant first pays Landlord's new Estimated Common Area Operating Expenses, Tenant will pay to Landlord the difference between the new Common Area Operating Expenses for each month which has elapsed since December. If at any time or times it reasonably appears to Landlord that the amount payable under Section 5.01 for the current calendar year will vary from the Estimated Common Area Operating Expenses, Landlord may, by written notice to Tenant, revise the Estimated Common Area Operating Expenses for such year, and subsequent payments by Tenant for such year will be based upon Landlord's reasonably revised estimate.

5.03 Annual Settlement. Within one hundred twenty days (120) after the end of each calendar year or as soon as practicable, Landlord will deliver to Tenant a statement of amounts payable under Section 5.01 for such calendar year prepared and certified by Landlord. If such statement shows an amount owing by Tenant that is less than the estimated payments previously made by Tenant for such calendar year, the excess will be held by Landlord and credited against the next payment of Rent; however, if the Term has ended and Tenant was not in default at its end, Landlord will refund the excess to Tenant. If such statement shows an amount owing by Tenant that is more than the estimated payments previously made by Tenant for such calendar year, Tenant will pay the deficiency to Landlord within thirty (30) days after the delivery of such statement. Tenant may review Landlord's records of the Common Area Operating Expenses, at Tenant's sole cost and expense, during Landlord's normal business hours, at the place Landlord normally maintains such records, providing Tenant has given Landlord 14 day written notice stating year to be reviewed which must be within 2 years of the date of request. Tenant will be allowed to review each year one time within the term of the lease.

5.04 Other Taxes. Tenant will pay promptly when due all personal property taxes on Tenant's personal property in the Premises and any other taxes payable by Tenant, the non-payment of which might give rise to a lien on the Premises or Tenant's interest in the Premises.

5.05 Additional Rent. Amounts payable by Tenant according to this Article 5.00 will be payable as Rent, without deduction or offset.

ARTICLE 6.00 INSURANCE

6.01 Landlord's Insurance. At all times during the Term, Landlord will carry and maintain the following insurance coverages in amounts as determined by Landlord:

- (a) fire and extended coverage insurance covering the Building and the Project, its equipment and common area furnishings, and leasehold improvements in the Premises to the extent of the Landlord's interests as defined in the Workletter;
- (b) bodily injury and property damage insurance; and
- (c) such other insurance as Landlord determines from time to time.

6.02 Tenant's Insurance. At all times during the Term, Tenant will carry and maintain, at Tenant's expense, the following insurance, in the amounts specified below or such other amounts as Landlord may from time to time reasonably request, with insurance companies and on forms satisfactory to Landlord:

- (a) bodily injury and property damage liability insurance, with a combined single occurrence limit of not less than \$1,000,000. All such insurance will be on a Commercial General Liability form including without limitation, personal injury and contractual liability coverage for the performance by Tenant of the indemnity agreements set forth in Article 22.00 of this Lease;
- (b) property insurance, including plate glass breakage, covering all of Tenant's furniture and fixtures, machinery, equipment, stock and other personal property owned and used in Tenant's business and found in, or about the Premises, Building or Project, and any leasehold improvements to the Premises to the extent of the Tenant's interest as defined in the Workletter, in an amount not less than the full replacement cost. Property forms will provide coverage on a "Special Causes of Loss" basis insuring against "direct physical loss." All policy proceeds will be used for the repair or replacement of the property damaged or destroyed;
- (c) workers' compensation insurance satisfying Tenant's obligations and liabilities under the workers' compensation laws of the state of Nebraska, including employer's liability insurance in the limit of \$100,000/\$500,000/\$100,000; and
- (d) if Tenant operates owned, hired or non-owned vehicles on the Project, comprehensive automobile liability will be carried at a limit of liability not less than \$1,000,000 combined bodily injury and property damage.

6.03 Forms of the Policies. Certificates of insurance together with copies of the endorsements naming Landlord as an additional insured will be delivered to Landlord prior to Tenant's occupancy of the Premises and from time to time upon request of Landlord. All such policies maintained by Tenant will provide that they may not be terminated nor may coverage be reduced except after thirty (30) days' prior written notice to Landlord. All Commercial General Liability and property policies maintained by Tenant will be written as primary policies, not contributing with and not supplemental to the coverage that Landlord may carry. Commercial General Liability insurance required to be maintained by Tenant by this Article 6.00 will not be subject to a deductible.

6.04 Waiver of Subrogation. Landlord and Tenant each waive any and all rights to recover against the other or against any other tenant or occupant of the Project for any loss or damage to such waiving party arising from any cause covered by any insurance required to be carried by such party pursuant to this Article 6.00 or any other insurance actually carried by such party to the extent of the limits of such policy.

6.05 Adequacy of Coverage. If Tenant believes that any of such insurance coverage pursuant to this Article 6.00 is inadequate, Tenant will obtain such additional insurance coverage as Tenant deems adequate, at Tenant's sole expense.

ARTICLE 7.00 UTILITIES

Tenant will pay all initial utility deposits and fees and all monthly service charges for water, electricity, sewage, gas, telephone, and any other utility services furnished to the Premises and the improvements on the Premises during the term of this Lease. If any such services are not separately metered or billed to Tenant but rather are billed to and paid by Landlord, Tenant will pay to Landlord Tenant's pro-rata share of the cost of such services. The Landlord will compute and bill the Tenant's portion of such charges when paid by the Landlord, and the computed portion will be paid by the Tenant on or before the tenth (10th) day of the month following receipt of the billing.

ARTICLE 8.00 USE

8.01 The Premises will be used only for **retail of liquor and related** purposes only, and for no other purpose. It is recognized by the parties to this Lease that the Premises are being developed as an outstanding type of business occupancy and Tenant, as a special inducement to Landlord to enter into this Lease, represents and

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warrants, covenants and agrees, that the business to be conducted by Tenant at the Premises and the kind and quality of merchandise and services offered will be "first class" and reputable in every respect.

Tenant further agrees Tenant will not: (i) do or permit to be done in or about the Premises, anything which is prohibited by or will in any way conflict with any law, statute, ordinance or governmental rule or regulation which is now in force or which may be enacted or promulgated after the Date; (ii) do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other tenants of the Building or Project, or injure or annoy them; (iii) use or allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose; (iv) cause, maintain or permit any nuisance in, or about the Premises or commit or allow to be committed any waste in, on or about the Premises. Landlord has not promised Tenant that Tenant will have the exclusive right in the Building or Project to the use allowed in this Article 8.00.

8.02 Tenant will carry on its business diligently and continuously at the Premises through the term of this Lease and will keep the Premises open for business on all business days and hours as similar businesses in the trade area of Williamsburg Village, and will remain open during all special events, seasonal shopping periods, or other such days and for such hours as Landlord generally may require of businesses in the Project.

8.03 Tenant's business in the Premises will be conducted only under the trade name specified in Article 1.00. Tenant will not use or permit the Premises to be used under any other trade name without Landlord's prior written consent. Tenant will maintain an adequate number of capable employees and sufficient inventory in order to achieve the greatest possible gross sales. Tenant's local advertising will refer to the business conducted at the Premises and will mention the name of the Project. Tenant acknowledges that the identity of Tenant, the specific character of Tenant's business, the anticipated use of the Premises, and the relationship between such use and other uses within the Project have been material considerations to Landlord's entry into this Lease. Any material change in the character of Tenant's business or use will constitute a default under this Lease.

Tenant will not (a) use or permit the use of any portion of the Premises for the conduct in or on the Premises of what is commonly known in the retail trade as an outlet store or second-hand store, or army, navy or government surplus store; (b) advertise any distress, fire, bankruptcy, liquidation, relocation or closing, or going out of business sale unless such advertisements are true and Landlord gives its prior written consent; (c) warehouse and stock within the Premises any goods, wares, or merchandise other than those Tenant intends to offer for sale in the Premises; or (d) use or permit the use on the Premises of any pinball machines, video games, or other devices or equipment for amusement or recreation or any vending machines, newspaper racks, pay telephones or other coin-operated devices.

ARTICLE 9.00 REQUIREMENTS OF LAW; FIRE INSURANCE

9.01 General. At its sole cost and expense, Tenant will promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or in force after the Date, with the requirements of any board of fire underwriters or other similar body constituted now or after the Date, with any directive or occupancy certificate issued pursuant to any law by any public officer or officers, as well as the provisions of all recorded documents affecting the Premises, insofar as they relate to the condition, use or occupancy of the Premises, excluding requirements of structural changes or changes outside the Premises unless related to (a) Tenant's acts, (b) Tenant's business, (c) Tenant's use of the Premises, or (d) improvements made by or for Tenant.

9.02 Hazardous Materials. Tenant will not store, use or dispose of any hazardous, toxic, corrosive, explosive, reactive, or radioactive matter in, on or about the Premises, Building or Project. Tenant will be solely responsible for and will defend, indemnify and hold Landlord, its agents and employees harmless from and against all claims, costs and liabilities, including attorneys' fees and costs, arising out of or in connection with Tenant's breach of its obligations in this Section 9.02. Tenant will be solely responsible for the removal, clean-up and restoration work and materials necessary to return the Premises and any other property of whatever nature located on the Premises, Building or Project to their condition existing prior to the appearance of Tenant's hazardous materials on the Premises. Tenant's obligations under this Section will survive the end of this Lease.

9.03 Certain Insurance Risks. Tenant will not do or permit to be done any act or thing upon the Premises, Building or Project which would (a) jeopardize or be in conflict with fire insurance policies covering the Building or Project, or (b) increase the rate of fire insurance applicable to the Building or Project to an amount higher than it otherwise would be for general retail use of the Building or Project, or (c) subject Landlord to any liability or responsibility for injury to any person or persons or to property by reason of any business or operation being carried on upon the Premises; however this Section 9.03 will not prevent Tenant's use of the Premises for the purposes stated in Section 8.01.

ARTICLE 10.00 ASSIGNMENT AND SUBLETTING

10.01 General. Tenant covenants that it will not assign, mortgage or encumber this Lease, nor sublease, or permit the Premises or any part of the Premises to be used or occupied by others, without the prior written consent of Landlord in each instance. Any assignment or sublease in violation of this Article 10.00 will be void. If this Lease is assigned, or if the Premises or any part of the Premises are subleased or occupied by anyone other than Tenant, Landlord may, after default by Tenant, collect rent from the assignee, subtenant or occupant, and apply the net amount collected to Rent. No assignment, sublease, occupancy or collection will be deemed a waiver of the provisions of this Section 10.01, the acceptance of assignee, subtenant or occupant as tenant, or a release of Tenant from the further performance by Tenant of covenants on the part of Tenant contained in this Lease. The consent by Landlord to an assignment or sublease will not be construed to relieve Tenant from obtaining

Landlord's prior written consent to any further assignment or sublease. No permitted subtenant will assign or encumber its sublease space to be used or occupied by others, without Landlord's prior written consent in each instance.

10.02 Limitation on Remedies. Tenant will not be entitled to make, nor will Tenant make, any claim, and Tenant, by this Section 10.02, waives any claim, for money damages (nor will Tenant claim any money damages by way of set-off, counterclaim, or defense) based upon any claim or assertion by Tenant that Landlord has unreasonably withheld or unreasonably delayed its consent or approval to a proposed assignment or subletting as provided for in this Article 10.00. Tenant's sole remedy will be an action or proceeding to enforce any such provision, or for specific performance, injunction, or declaratory judgment.

ARTICLE 11.00 RULES AND REGULATIONS

Tenant and its employees, agents, and visitors will at all times observe faithfully, and comply strictly with, the rules and regulations set forth on Exhibit "D". Landlord may from time to time reasonably amend, delete or modify existing rules and regulations, or adopt reasonable new rules and regulations for the use, safety, cleanliness and care of the Premises, the Building, and the Project, and the comfort, quiet and convenience of occupants of the Project. Landlord will not be liable to Tenant for violation of such rules and regulations by any other tenant, its employees, agents, visitors or any other person. In the event of any conflict between the provisions of this Lease and the rules and regulations, the provisions of this Lease will govern.

ARTICLE 12.00 COMMON AREAS

As used in the Lease, the term "Common Areas" means, without limitation, as applicable, the hallways, entryways, stairs, elevators, driveways, walkways, docks, loading areas, trash facilities and all other areas and facilities in the Project which are provided and designated from time to time by Landlord for the general non-exclusive use and convenience of Tenant with Landlord and other tenants of the Project. Landlord grants Tenant, its employees, invitees, licensee, or other visitors a nonexclusive license for the term of this Lease to use the Common Areas in common with others entitled to use the Common Areas including, without limitation, Landlord and other tenants of the Building and Project, and their respective employees, customers, invitees, licensees and visitors, and other persons authorized by Landlord, subject to the terms and conditions of this Lease.

Without advance written notice to Tenant (except with respect to matters covered by subsection (a) below) and without any liability to Tenant in any respect, Landlord will have the right to:

- (a) establish and enforce reasonable rules and regulations concerning the maintenance, management, use and operation of the Common Areas;
- (b) close off any of the Common Areas to whatever extent required in the opinion of Landlord to prevent a dedication of any of the Common Areas or the accrual of any rights by any person or the public to the Common Areas, provided such closure does not deprive Tenant of the substantial benefit and enjoyment of the Premises;
- (c) temporarily close any of the Common Areas for maintenance, alteration or improvement purposes;
- (d) select, appoint or contract with any person for the purpose of operating and maintaining the Common Areas, on such terms and conditions as Landlord deems reasonable;
- (e) change the size, use, shape or nature of any such Common Areas, provided such change does not deprive Tenant of the substantial benefit and enjoyment of the Premises; and
- (f) erect one or more additional buildings on the Common Areas, expand the existing Building or other buildings to cover a portion of the Common Areas, convert Common Areas to a portion of the Building or other buildings, or convert any portion of the Building (excluding the Premises) or other buildings to Common Areas. In the event of any such changes in the size or use of the Building or Common Areas of the Building or Project, Landlord may make any appropriate adjustment in the Rentable Area of the Building or the Building's pro-rata share of exterior Common Areas of the Project, as appropriate, and a corresponding adjustment to Tenant's Share of the Common Area Common Area Operating Expenses payable pursuant to Article 5.00 of this Lease.

ARTICLE 13.00 LANDLORD'S SERVICES

13.01 Landlord's Repair and Maintenance. Landlord will keep in good order, condition, and repair the foundations, exterior walls (excluding the interior of all walls and the exterior and interior of all doors, plate glass, display, or other windows) and roof (excluding interior ceiling tile) of the Building in which the Premises are located, except for (a) damage occasioned by the negligent or willful acts or omissions of Tenant, Tenant's employees, agents, contractors, customers or invitees; (b) any damage occasioned by the failure of Tenant to perform or comply with any terms, conditions, or covenants in this Lease; (c) ordinary wear and tear; and (d) structural alterations or improvements required by Tenant's use and occupancy of the Premises, which damage will be repaired by Landlord at Tenant's expense. Tenant will reimburse Landlord for Tenant's pro-rata share of

the costs that Landlord incurs in performing its repair and maintenance obligations with respect to the Building or Project in accordance with Article 5.00 of this Lease. As a condition precedent to all obligations of Landlord to repair, restore and maintain under this Section 13.01, Tenant must notify Landlord in writing of the need for such repairs, restoration and maintenance.

13.02 Landlord's Other Services. Landlord will keep the common areas of the Project, including without limitation the landscaping, parking areas, and sidewalks, in a clean and orderly condition. Landlord will not be in default under this Lease or be liable for any damages directly or indirectly resulting from, nor will the Rent be abated by reason of (1) the installation, use or interruption of use of any equipment in connection with the furnishing of any of such services, (2) failure to furnish or delay in furnishing any such services when such failure or delay is caused by accident or any condition beyond the reasonable control of Landlord or by the making of necessary repairs or improvements to the Premises, the Building, or the Project, (3) the limitation, curtailment, rationing or restrictions on use of water, electricity, gas or any other form of energy serving the Premises, the Building, or the Project. Landlord will use reasonable efforts to remedy diligently any interruption in the furnishing of such services.

13.03 Limitation on Liability. Landlord will not be liable to Tenant or any other person, for direct or consequential damage, or otherwise, for any failure to supply any heat, air conditioning, cleaning services to the common areas, lighting, surges or interruptions of electricity, or other services Landlord has agreed to supply during any period when Landlord uses reasonable diligence to supply such services. Landlord reserves the right temporarily to discontinue such services, or any of them, at such times as may be necessary by reason of accident, repairs, alterations or improvements, strikes, lockouts, riots, acts of God, governmental preemption in connection with a national or local emergency, any rule, order or regulation of any governmental agency, conditions of supply and demand which make any product unavailable, Landlord's compliance with any mandatory governmental energy conservation or environmental protection program, or any voluntary governmental energy conservation program at the request of or with consent or acquiescence of Tenant, or any other happening beyond the control of Landlord. Landlord will not be liable for damages to person or property or for injury to, or interruption of, business for any discontinuance permitted under this Article 13.00, nor will such discontinuance in any way be construed as an eviction of Tenant or cause an abatement of Rent or operate to release Tenant from any of Tenant's obligations under this Lease.

ARTICLE 14.00 TENANT'S CARE OF THE PREMISES

14.01 Tenant will at all times during the term of this Lease keep and maintain, at its own cost and expense, in good order, condition, and repair the Premises (including without limitation all Improvements, fixtures, and equipment on the Premises), reasonable wear and tear excluded. Tenant's obligation to keep and maintain the Premises under this Article 14.00 include, without limitation, all plumbing and sewage facilities in the Premises, floors and floor coverings, doors, locks and closing devices, window casements and frames, glass and plate glass, grilles, all electrical facilities and equipment, HVAC systems and equipment, and all other appliances and equipment of every kind and nature within, or attached to the Premises. In addition, Tenant will at its sole cost and expense install or construct any Improvements, equipment or fixtures required by any governmental authority or agency as a consequence of Tenant's use and occupancy of the Premises. Tenant will replace any damaged glass or plate glass within forty-eight (48) hours after the occurrence of such damage.

14.02 Tenant will immediately advise Landlord of any damage to the Premises, Building or Project. All damage or injury to the Premises, Building or Project, or the fixtures, appurtenances and equipment in the Premises, Building or Project which is caused by Tenant, its agents, employees or invitees, may be repaired, restored or replaced by Landlord, at the expense of Tenant and such expenses (plus twenty percent (20%) of such expense for Landlord's overhead) will be collectible as Additional Rent and will be paid by Tenant within ten (10) days after delivery of a statement for such expense.

14.03 Landlord may, at Landlord's option, employ and pay a firm satisfactory to Landlord, engaged in the business of maintaining systems, to perform periodic inspections of the HVAC systems serving the Premises, and to perform any necessary work, maintenance, or repair of it. In that event, Tenant will reimburse Landlord within ten (10) days of Tenant's receipt of Landlord's billing, for all reasonable amounts paid by Landlord in connection with such employment.

ARTICLE 15.00 ALTERATIONS

15.01 General. During the Term, Tenant will not make or allow to be made any alterations, additions or improvements to or upon the Premises or any part of the Premises, or attach any fixtures or equipment to the Premises, without first obtaining Landlord's written consent. All such alterations, additions and improvements consented to by Landlord, and capital Improvements which are required to be made to the Premises, Building or Project as a result of the nature of Tenant's use of the Premises

- (a) will be performed by contractors and subject to conditions specified by Landlord; and
- (b) at Landlord's option, will be made by Landlord for Tenant's account, and Tenant will reimburse Landlord for their cost (including fifteen percent (15%) for Landlord's overhead) within ten (10) days after receipt of a statement of such costs. Subject to Tenant's rights in Article 17.00, all alterations, additions, fixtures and improvements, whether temporary or permanent in character, made in or upon the Premises either by Tenant or Landlord, will immediately become Landlord's property and, at the end of the Term will remain on the Premises without compensation to Tenant.

15.02 Other Charges. Tenant acknowledges that any alterations, additions and improvements to the Premises may affect the heating, cooling, power, lighting and other systems in the Premises or Building and any increased cost attributable to such changes will be payable by Tenant.

ARTICLE 16.00 CONSTRUCTION (MECHANICS') LIENS

Tenant will pay or cause to be paid all costs and charges for work done by Tenant or caused to be done by Tenant, in or to the Premises, and for all materials furnished for or in connection with such work. Tenant will indemnify Landlord against and hold Landlord, the Premises, Building and Project free, clear and harmless of and from all construction or mechanics' liens and claims of liens, and all other liabilities, liens, claims and demands on account of such work by or on behalf of Tenant. Nothing contained in this Lease will be deemed the consent or agreement of Landlord to subject Landlord's interest in the Premises, Building or Project to liability under any mechanics', construction or other lien law. If Tenant receives notice that a lien has been or is about to be filed against the Premises, Building, or Project or any action affecting title to the Premises, Building or Project has been commenced on account of work done by or for or materials furnished to or for Tenant, it will immediately give Landlord written notification of such notice.

ARTICLE 17.00 END OF TERM

At the end of this Lease, Tenant will promptly quit and surrender the Premises in good order and repair, ordinary wear and tear excepted. If Tenant is not then in default, Tenant may remove from the Premises any trade fixtures, equipment and movable furniture placed in the Premises by Tenant, whether or not such trade fixtures or equipment are fastened to the Building. Tenant will not remove any trade fixtures or equipment without Landlord's prior written consent if removal will result in impairing the structural strength of the Building. Tenant will fully repair any damage occasioned by said removal. Anything left in the Premises, Building or Project after the end of the Term will be deemed conclusively to have been abandoned and may be appropriated, sold, stored, destroyed or otherwise disposed of by Landlord without notice to Tenant or any other person and without obligation to account for them; and Tenant will pay Landlord for all expenses incurred in connection with the removal of such property, including, but not limited to, the cost of repairing any damage to the Premises, Building, or Project caused by the removal of such property. Tenant's obligation to observe and perform this covenant will survive the expiration or other termination of this Lease.

ARTICLE 18.00 EMINENT DOMAIN

If all of the Premises are taken by exercise of the power of eminent domain (or conveyed by Landlord in lieu of such exercise) this Lease will terminate on a date (the "termination date") which is the earlier of the date upon which the condemning authority takes possession of the Premises or the date on which title to the Premises is vested in the condemning authority.

If more than 25%, but less than all, of the Leasable Area of the Premises or adjacent parking lot is so taken, Tenant will have the right to cancel this Lease by written notice to Landlord given within twenty (20) days after the termination date. If less than 25% of the Leasable Area of the Premises is so taken, or if the Tenant does not cancel this Lease according to the preceding sentence, the Monthly Rent will be abated in the proportion of the Leasable Area of the Premises so taken to the Leasable Area of the Premises immediately before such taking, and Tenant's Share will be appropriately recalculated.

If all or substantially all of the Building is so taken, Landlord may cancel this Lease by written notice to Tenant given within thirty (30) days after the termination date. In the event of such taking, the entire award will be paid to Landlord; Tenant will have no right or claim to any part of such award; and Tenant hereby assigns to Landlord all of Tenant's right, title and interest to any such award, except as hereinafter provided. Notwithstanding the foregoing, however, Tenant will have the right to assert a claim against the condemning authority in a separate action, for Tenant's moving expenses and leasehold improvements owned by Tenant and so long as Landlord's award is not reduced by such claim.

ARTICLE 19.00 DAMAGE AND DESTRUCTION

If the Premises or the Building are damaged by fire or other insured casualty, Landlord will give Tenant notice of the time which will be needed to repair such damage, as determined by Landlord in its sole discretion, and the election (if any) which Landlord has made according to this Article 19.00. Such notice will be given before the thirtieth (30th) day (the "notice date") after the fire or other insured casualty.

(a) If the Premises or the Building are damaged by fire or other insured casualty to an extent which may be repaired within sixty (60) days after the commencement of repair, as determined by Landlord, Landlord will begin to repair the damage within sixty (60) days after the notice date and will diligently pursue the completion of such repair. In that event this Lease will continue in full force and effect except that Monthly Rent will be abated on a pro-rata basis from the date of the fire or other insured casualty until the date of the completion of such repairs (the "repair period") based on the Leasable Area of the portion of the Premises the use of which Tenant is deprived during the repair period.

(b) If the Premises or the Building are damaged by fire or other insured casualty to an extent which may not be repaired within sixty (60) days after the commencement of repair but may be repaired

within one hundred twenty (120) days after the commencement of repair, as determined by Landlord, then, at Landlord's option, Landlord will diligently pursue to repair such damage within one hundred twenty (120) days after the notice date. If Landlord elects to repair such damage, Monthly Rent will be abated on a pro-rata basis during the repair period based on the Leasable Area of the portion of the Premises the use of which Tenant is deprived during the repair period. If Landlord does not elect to repair such damage, this Lease will terminate on the notice date.

- (c) If the Premises or the Building are damaged by fire or other insured casualty to an extent which may not be repaired within one hundred twenty (120) days after the commencement of repair, as determined by Landlord, then (i) Landlord may cancel this Lease as of the date of such damage by written notice given to Tenant on or before the notice date or (ii) Tenant may cancel this Lease as of the date of such damage by written notice given to Landlord within ten (10) days after Landlord's delivery of a notice that the repairs cannot be made within such one hundred twenty (120) day period. If neither Landlord nor Tenant so elects to cancel this Lease, Landlord will repair the Building and Premises and Monthly Rent will be abated on a pro-rata basis during the repair period based on the Leasable Area of the portion of the Premises the use of which Tenant is deprived during the repair period.
- (d) If the proceeds of insurance are insufficient to pay for the repair of any damage to the Premises or the Building, Landlord will have the option to repair such damage or cancel this Lease as of the date of such casualty by written notice to Tenant on or before the notice date. If any such damage by fire or other casualty is the result of the willful conduct or negligence or failure to act of Tenant, its agents, contractors, employees or invitees, there will be no abatement of Monthly Rent as otherwise provided for in this Article 19.00.

ARTICLE 20.00 SUBORDINATION

20.01 General. This Lease and Tenant's right under this Lease are subject and subordinate to any ground lease, first mortgage, first deed of trust or other first lien encumbrance, together with any renewals, extensions, modifications, consolidations and replacements of such first lien encumbrance, now or after the Date. This provision will be self-operative and no further instrument of subordination will be required in order to effect it. Nevertheless, Tenant will execute, acknowledge and deliver to Landlord, at any time, upon demand by Landlord, such documents as may be requested by Landlord to confirm or effect any such subordination. If Tenant fails or refuses to execute, acknowledge and deliver any such document within twenty (20) days after written demand, Landlord, its successors and assigns will be entitled to execute, acknowledge and deliver any and all such documents for and on behalf of Tenant as attorney-in-fact for Tenant. Tenant by this Section 20.01 constitutes and irrevocably appoints Landlord, its successors and assigns as Tenant's attorney-in-fact to execute, acknowledge and deliver any and all documents described in this Section 20.01 for and on behalf of Tenant, as provided in this Section 20.01.

20.02 Attornment. Tenant agrees that in the event that any holder of any ground lease, mortgage, deed of trust or other encumbrance succeeds to Landlord's interest in the Premises, Tenant will pay to such holder all rents subsequently payable under this Lease. Further, Tenant agrees that in the event of the enforcement by a trustee or a beneficiary of the remedies provided for by law or by such mortgage, deed of trust, or ground lease, Tenant will, upon request, automatically become the Tenant of and attorn to such successor in interest without change in the terms or provisions of this Lease. Upon request by such successor in interest and without cost to Landlord or such successor in interest, Tenant will execute, acknowledge and deliver an instrument or instruments confirming the attornment. If Tenant fails or refuses to execute, acknowledge and deliver any such document within twenty (20) days after written demand, such successor in interest will be entitled to execute, acknowledge and deliver any and all such documents for and on behalf of Tenant as attorney-in-fact for Tenant, Tenant by this Section 20.02 constitutes and irrevocably appoints such successor in interest as Tenant's attorney-in-fact to execute, acknowledge and deliver any and all documents described in this Section 20.02 for and on behalf of Tenant, as provided in this Section 20.02.

ARTICLE 21.00 ENTRY BY LANDLORD

Landlord, its agents, employees and contractors may enter the Premises at any time in response to an emergency, and at reasonable hours to:

- (a) inspect the Premises;
- (b) exhibit the same to prospective purchasers, lenders or tenants;
- (c) determine whether Tenant is complying with all its obligations in this Lease;
- (d) make repairs required of Landlord under the terms of this Lease or repairs to any adjoining space on utility services or make repairs, alterations or improvements to any other portion of the Building; however, all such work will be done as promptly as reasonably possible and so as to cause as little interference to Tenant as reasonably possible.

Tenant by this Article 21.00 waives any claim against Landlord, its agents, employees or contractors for damages for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Premises or any other loss occasioned by such entry. Landlord will at all times have and retain a key with which to unlock all of the doors in, or about the Premises (excluding Tenant's vaults, safes and similar

areas designated in writing by Tenant in advance). Landlord will have the right to use any and all means which Landlord may deem proper to open doors in and to the Premises in an emergency in order to obtain entry to the Premises. Any entry to the Premises obtained by Landlord by any means permitted under this Article 21.00 will not under any circumstances be construed or deemed to be a forcible or unlawful entry into or a detainer of the Premises or an eviction, actual or constructive, of Tenant from the Premises, or any portion of the Premises, nor will any such entry entitle Tenant to damages or an abatement of Monthly Rent, Additional Rent, or other charges which this Lease requires Tenant to pay.

ARTICLE 22.00 INDEMNIFICATION, WAIVER AND RELEASE

22.01 Indemnification. Tenant will indemnify and hold harmless Landlord, its employees and agents from and against, any and all demands, claims, causes of action, fines, penalties, damages (including consequential damages), liabilities, judgments, and expenses (including, without limitation, attorneys' fees) incurred in connection with or arising from:

- (a) the use or occupancy or manner of use or occupancy of the Premises, the Building, or the Project by Tenant or any person claiming under Tenant;
- (b) any activity, work or thing done, or permitted by Tenant in or about the Premises, the Building, or the Project;
- (c) any acts, omissions or negligence of Tenant or any person claiming under Tenant, or the contractors, agents, employees, invitees or visitors of Tenant or any such person;
- (d) any breach, violation or nonperformance by Tenant or any person claiming under Tenant or the employees, agents, contractors, invitees or visitors of Tenant or any such person of any term, covenant or provision of this Lease or any law, ordinance or governmental requirement of any kind;
- (e) any injury or damage to the person, property or business of Tenant, its employees, agents, contractors, invitees, visitors or any other person entering upon the Premises, the Building, or the Project under the express or implied invitation of Tenant;

except for injury or damage to persons or property on the Premises which is proximately caused by or results proximately from the negligence or deliberate act of Landlord or its employees.

If any action or proceeding is brought against Landlord or its employees by reason of any such claim for which Tenant has indemnified Landlord, Tenant, upon notice from Landlord, will defend the same at Tenant's expense with counsel satisfactory to Landlord.

22.02 Waiver and Release. Tenant, as a material part of the consideration to Landlord for this Lease, by this Section 22.02 waives and releases all claims against Landlord, its employees and agents with respect to all matters for which Landlord has disclaimed liability pursuant to the provisions of this Lease. Except for any damage or injury to person or property on the Premises which is proximately caused by or results approximately from the negligent or deliberate act of Landlord or its employees, Tenant covenants and agrees that Landlord and its employees will not at any time or to any extent whatsoever be liable, responsible or in any way accountable for any loss, injury, death or damage (including consequential damages) to persons, property or Tenant's business occasioned by any acts or omissions of any other tenant, occupant or visitor or the Project, or from any cause, either ordinary or extraordinary, beyond Landlord's control.

ARTICLE 23.00 SECURITY DEPOSIT

Tenant has deposited the Security Deposit with Landlord as security for the full, faithful and timely performance of every provision of this Lease to be performed by Tenant. If Tenant defaults with respect to any provision of this Lease, Landlord may use, apply or retain all or any part of the Security Deposit for the payment of any Rent, or any other sums in default, or for the payment of any other amount which Landlord may spend or become obligated to spend by reason of Tenant's default, or to compensate Landlord for any other loss or damage which Landlord may suffer by reason of Tenant's default. If any portion of the Security Deposit is so used Tenant will within five (5) days after written demand deposit cash with Landlord in an amount sufficient to restore the Security Deposit to its original amount. Landlord will not be required to keep the Security Deposit separate from its general funds and Tenant will not be entitled to interest on the Security Deposit. The Security Deposit will not be deemed a limitation on Landlord's damages or a payment of liquidated damages or a payment of the Monthly Rent due for the last month of the Term. If Tenant fully, faithfully and timely performs every provision of this Lease to be performed by it, the Security Deposit or any balance of the Security Deposit will be returned to Tenant within thirty (30) days after the expiration of the Term.

Landlord may deliver the funds deposited under this Lease by Tenant to the purchaser of the Building in the event the Building is sold, and after such time, Landlord will have no further liability to Tenant with respect to the Security Deposit.

ARTICLE 24.00 QUIET ENJOYMENT

Landlord covenants and agrees with Tenant that so long as Tenant pays the Rent, and observes and performs all the terms, covenants and conditions of this Lease, Tenant may peaceably and quietly enjoy the Premises subject, nevertheless, to the terms and conditions of this Lease and to all rights-of-way, easements, covenants, restrictions and other matters of record affecting the Project (the "Permitted Exceptions") and Tenant's possession will not be disturbed by anyone claiming by, through or under Landlord, subject to the Permitted Exceptions.

ARTICLE 25.00 EFFECT OF SALE

A sale, conveyance or assignment of the Building or the Project will operate to release Landlord from liability from and after the effective date of such sale, conveyance or assignment upon all of the covenants, terms and conditions of this Lease, express or implied, except those liabilities which arose prior to such effective date, and after the effective date of such sale, conveyance or assignment, affected by any such sale, conveyance or assignment, and Tenant will attorn to Landlord's successor in interest to this Lease. Landlord will notify tenant of assignment of building.

ARTICLE 26.00 DEFAULT

26.01 Events of Default. The following events are referred to collectively, as "Events of Default," or individually, as an "Event of Default:"

- (a) Tenant defaults in the due and punctual payment of Rent, and such default continues for five (5) days after notice from Landlord, however, Tenant will not be entitled to more than one (1) notice for monetary defaults during any twelve (12) month period;
- (b) Tenant vacates or abandons the Premises;
- (c) this Lease or the Premises or any part of the Premises are taken upon execution or by other process of law directed against Tenant, or are taken upon or subject to any attachment at the instance of any creditor or claimant against Tenant, and said attachment is not discharged or disposed of within fifteen (15) days after its levy;
- (d) Tenant files a petition in bankruptcy or insolvency or for reorganization or arrangement under the bankruptcy laws of the United States or under any insolvency act or any state, or admits the material allegations of any such petition by answer or otherwise, or is dissolved or makes an assignment for the benefit of creditors;
- (e) involuntary proceedings under any such bankruptcy law or insolvency act or for the dissolution of Tenant are instituted against Tenant, or a receiver or trustee is appointed for all or substantially all of the property of Tenant, and such proceeding is not dismissed or such receivership or trusteeship vacated within sixty (60) days after such institution or appointment;
- (f) Tenant fails to take possession of the Premises on the Commencement Date of the Term; or
- (g) Tenant breaches any of the other agreements, terms, covenants or conditions which this Lease requires Tenant to perform, and such breach continues for a period of thirty (30) days after notice from Landlord to Tenant; or if such breach cannot be cured reasonably within such thirty (30) day period and Tenant fails to commence to cure such breach within thirty (30) days after notice from Landlord or fails to proceed diligently to cure such breach within a reasonable time period thereafter.

26.02 Landlord's Remedies. If any one or more Events of Default set forth in Section 26.01 occurs then Landlord has the right, at its election:

- (a) to give Tenant written notice of Landlord's intention to terminate this Lease on the earliest date permitted by law or on any later date specified in such notice, in which case Tenant's right to possession of the Premises will cease and this Lease will be terminated, except as to Tenant's liability, as if the expiration of the term fixed in such notice were the end of the Term; or
- (b) without further demand or notice, to reenter and take possession of the Premises or any part of the Premises, repossess the same, expel Tenant and those claiming through or under Tenant, and remove effects of both or either, using such force for such purposes as may be necessary, without being liable for prosecution, without being deemed guilty of any manner of trespass, and without prejudice to any remedies for arrears of Rent or other amounts payable under this Lease or as a result of any preceding breach of covenants or conditions; or
- (c) without further demand or notice to cure any Event of Default and to charge Tenant for the cost of effecting such cure, including, without limitation, attorneys' fees and interest on the amount so advanced at the rate set forth in Section 28.20 provided that Landlord will have no obligation to cure any such Event of Default of Tenant.

Should Landlord elect to reenter as provided in subsection (b), or should Landlord take possession pursuant to legal proceedings or pursuant to any notice provided by law, Landlord may, from time to time, without terminating this Lease, relet the Premises or any part of the Premises in Landlord's or Tenant's name, but for the account of INITIAL Tenant, for such term or terms and conditions as Landlord, in its sole discretion, may determine and Landlord may

collect and receive the rent. Landlord will in no way be responsible or liable for any failure to relet the Premises, or any part of the Premises, or for any failure to collect any rent due upon such reletting. No such reentry or taking possession of the Premises by Landlord will be construed as an election on Landlord's part to terminate this Lease unless a written notice of such intention is given to Tenant. No notice from Landlord under this section or under a forcible or unlawful entry and detainer statute or similar law will constitute an election by Landlord to terminate this Lease unless such notice specifically so states. Landlord reserves the right following any such reentry or reletting to exercise its right to terminate this Lease by giving Tenant such written notice, in which event this Lease will terminate as specified in such notice.

26.03 Certain Damages. In the event that Landlord does not elect to terminate this Lease but on the contrary, elects to take possession as provided above, Tenant will pay to Landlord: (i) Monthly Rent and other sums as provided in this Lease, which would be payable under this Lease if such repossession had not occurred, less; (ii) the net proceeds, if any, of any reletting of the Premises after deducting all of Landlord's reasonable expenses in connection with such reletting. If the new lease term extends beyond the existing Term, or the premises covered by such new lease include other premises not part of the Premises, a fair apportionment of the rent received from such reletting and the expenses incurred in connection with such reletting will be made in determining the net proceeds from such reletting, and any rent concessions will be equally apportioned over the term of the new lease.

26.04 Continuing Liability After Termination. If this Lease is terminated on account of the occurrence of an Event of Default, Tenant will remain liable to Landlord for damages in an amount equal to Monthly Rent and other amounts which would have been owing by Tenant for the balance of the Term, had this Lease not been terminated, less the net proceeds, if any, of any reletting of the Premises by Landlord subsequent to such termination, after deducting all of Landlord's expenses in connection with such reletting. Landlord will be entitled to collect such damages from Tenant monthly on the day on which Monthly Rent and other amounts would have been payable under this Lease if this Lease had not been terminated.

ARTICLE 27.00 SIGNS

Tenant will purchase and install only Landlord approved sign(s) for identification of the Tenant's business. Installation will be made only at Landlord approved location(s) and by a licensed electrician approved in advance by Landlord and will be completed on the earlier of the date on which Tenant opens for business or within thirty (30) days after the commencement of this Lease. Tenant will maintain, repair, and replace the sign(s) as required by Landlord during this Lease. At the end of this Lease, the sign(s) will immediately become the property of the Landlord.

Tenant will keep the display windows on the Premises and sign(s) well-lighted until 10:00 p.m. each night, and will maintain adequate night lights within the Premises after that hour.

Without the prior written consent of Landlord, Tenant will not place or permit to be placed any sign, advertising material, or lettering upon the exterior of the Premises or Building or any sign, advertising material, or lettering upon the exterior or interior surface of any door or show window or at any point inside the Premises from which it may be visible from outside the Premises. Upon request of Landlord, Tenant will immediately remove any sign, advertising material, or lettering at Tenant's expense. Tenant will comply with such regulations as may from time to time be promulgated by Landlord governing signs, advertising material, or lettering of all tenants in the retail areas of Williamsburg Village; however, Tenant will not be required to change any sign or lettering that was in compliance with the applicable regulations at the time it was installed or placed in, on, or about the Premises.

ARTICLE 28.00 MISCELLANEOUS

28.01 No Offer. This Lease is submitted to Tenant on the understanding that it will not be considered an offer and will not bind Landlord in any way until Tenant has duly executed and delivered duplicate originals to Landlord and Landlord has executed and delivered one of such originals to Tenant.

28.02 Joint and Several Liability. If Tenant is composed of more than one signatory to this Lease, each signatory will be jointly and severally liable with each other signatory for payment and performance according to this Lease. The act of, notice to, notice from, refund to, or signature of, any signatory to this Lease (including without limitation modifications of this Lease made by fewer than all such signatories) will bind every other signatory as though every signatory had so acted, or received or given notice or refund, or signed.

28.03 Time of the Essence. Time is of the essence of each and every provision of this Lease.

28.04 No Recordation. Tenant's recordation of this Lease or any memorandum or short form of it will be void and a default under this Lease.

28.05 No Waiver. The waiver by Landlord of any agreement, condition or provision contained in this Lease will not be deemed to be a waiver of any subsequent breach of the same or any other agreement, condition or provision contained in this Lease, nor will any custom or practice which may grow up between the parties in the administration of the terms of this Lease be construed to waive or to lessen the right of Landlord to insist upon the performance by Tenant in strict accordance with the terms of this Lease. The subsequent acceptance of Rent by Landlord will not be deemed to be a waiver of any preceding breach by Tenant of any agreement, condition or provision of this Lease, other than the failure of Tenant to pay the particular Rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such Rent.

28.06 Limitation on Recourse. Tenant specifically agrees to look solely to Landlord's interest in the Building for the recovery of any judgments from Landlord. It is agreed that Landlord (and its shareholders, venturers, and partners, and their shareholders, venturers and partners and all of the officers, directors and employees) will not be personally liable for any such judgments.

28.07 Estoppel Certificates. At any time and from time to time but within ten (10) days after prior written request by Landlord, Tenant will execute, acknowledge and deliver to Landlord, promptly upon request, a certificate certifying (a) that this Lease is unmodified and in full force and effect or, if there have been modifications, that this Lease is in full force and effect, as modified, and stating the date and nature of each modification, (b) the date, if any, to which Rent and other sums payable under this Lease have been paid, (c) that no notice of any default has been delivered to Landlord which default has not been cured, except as to defaults specified in said certificate, and (d) such other matters as may be reasonably requested by Landlord. Any such certificate may be relied upon by an prospective purchaser or existing or prospective mortgagee or beneficiary under any deed of trust of the Building or any part of the Project. Tenant's failure to deliver such a certificate within such time will be conclusive evidence of the matters set forth in it.

28.08 No Merger. The voluntary or other surrender of this Lease by Tenant or the cancellation of this Lease by mutual agreement of Tenant and Landlord or the termination of this Lease on account of Tenant's default will not work a merger, and will, at Landlord's option, (a) terminate all or any subleases and subtenancies or (b) operate as an assignment to Landlord of all or any subleases or subtenancies. Landlord's option under this Section 28.08 will be exercised by notice to Tenant and all known sublessees or subtenants in the Premises or any part of the Premises.

28.09 Holding Over. Tenant will have no right to remain in possession of all or any part of the Premises after the expiration of the Term. If Tenant remains in possession after the expiration of the Term, with the express or implied consent of Landlord: (a) such tenancy will be deemed to be a periodic tenancy from month-to-month only; (b) such tenancy will not constitute a renewal or extension of this Lease for any further term; and (c) such tenancy may be terminated by Landlord upon the earlier of thirty (30) days prior written notice or the earliest date permitted by law. In such event, Monthly Rent will be increased to an amount equal to one hundred fifty percent (150%) of the Monthly Rent payable during the last month of the Term, and any other sums due under this Lease will be payable in the amount and at the times specified in this Lease. Such month-to-month tenancy will be subject to every other term, condition, and covenant contained in this Lease.

28.10 Notices. Any notice, request, demand, consent, approval or other communication required or permitted under this Lease must be in writing and will be deemed to have been given when personally delivered or deposited in any depository regularly maintained by the United States Postal Service, postage prepaid, certified mail, return receipt requested, addressed to the party for whom it is intended at its address set forth in Article 1.00.

28.11 Severability. If any provision of this Lease proves to be illegal, invalid or unenforceable, the remainder of this Lease will not be affected by such finding, and in lieu of each provision of this Lease that is illegal, invalid or unenforceable, a provision will be added as a part of this Lease as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

28.12 Written Amendment Required. No amendment, alteration, modification of or addition to the Lease will be valid or binding unless expressed in writing and signed by Landlord and Tenant. Tenant agrees to make any modification of the terms and provisions of this Lease required or requested by any lending institution providing financing for the Building, or Project, as the case may be, provided that no such modifications will materially adversely affect Tenant's rights and obligations under this Lease.

28.13 Entire Agreement. This Lease, the Exhibits and Addenda, if any, contain the entire agreement between Landlord and Tenant. No promises or representations, except as contained in this Lease, have been made to Tenant respecting the condition or the manner of Common Area, Operating expenses, the Premises, the Building, or the Project.

28.14 Captions. The captions of the various articles and sections of this lease are for convenience only and do not necessarily define, limit, describe or construe the contents of such articles or sections.

28.15 Notice of Landlord's Default. In the event of any alleged default in the obligation of Landlord under this Lease, Tenant will deliver to Landlord written notice listing the reasons for Landlord's default and Landlord will have thirty (30) days following receipt of such notice to cure such alleged default or, in the event the alleged default cannot reasonably be cured within a thirty (30) day period, to commence action and proceed diligently to cure such alleged default.

A copy of such notice to Landlord will be sent to any holder of a mortgage or other encumbrance on the Building or Project of which Tenant has been notified in writing, and any such holder will also have the same time periods to cure such alleged default. No default or alleged default of Landlord under this Lease shall be a defense to the performance by Tenant of any of its obligations under this Lease, including, without limitation, Tenant's obligation to pay Rent.

28.16 Authority. Tenant and the party executing this Lease on behalf of Tenant represent to Landlord that such party is authorized to do so by requisite action of the board of directors, or partners as the case may be, and agree upon request to deliver to Landlord a resolution or similar document to that effect.

28.17 Brokers. Landlord and Tenant respectively represent and warrant to each other that neither of them has consulted or negotiated with any broker or finder with regard to the Premises except the Broker named in Article 1.00, if any, (the "Broker"). Each of them will indemnify the other against and hold the other harmless from any

claims for fees or commissions from anyone with whom either of them has consulted or negotiated with regard to the Premises except the Broker. Landlord will pay any fees or commissions due the Broker.

28.18 Governing Law. This Lease will be governed by and construed pursuant to the laws of the state of Nebraska.

28.19 Force Majeure. Landlord will have no liability to Tenant, nor will Tenant have any right to terminate this Lease or abate Rent or assert a claim of partial or total actual or constructive eviction because of Landlord's failure to perform any of its obligations in the Lease if the failure is due to reasons beyond Landlord's reasonable control, including without limitation, strikes or other labor difficulties, inability to obtain necessary governmental permits and approvals (including building permits or certificates of occupancy), unavailability or scarcity of materials, war, riot, civil insurrection, accidents, acts of God and governmental preemption in connection with a national emergency.

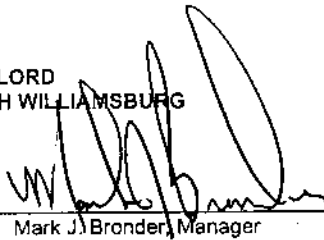
28.20 Late Payments. Any payment of Rent, including Monthly Rent, which is not received within five (5) days after it is due will be subject to a late charge equal to five percent (5%) of the unpaid payment. This amount is in compensation of Landlord's additional cost of processing late payments. Rent will accrue interest at a late rate charge of eighteen percent (18%) per annum from the date on which it was due.

28.21 Financial Reports. Within fifteen (15) days after Landlord's request, Tenant will furnish Tenant's most recent audited financial statements (including any notes to them) to Landlord, or, if no such audited statements have been prepared, such other financial statements (and notes to them) as may have been prepared by an independent certified public accountant, or, failing those, Tenant's internally prepared financial statements. Tenant will discuss its financial statements with Landlord and will give Landlord access to Tenant's books and records in order to enable Landlord to verify the financial statements. Landlord will not disclose any aspect of Tenant's financial statements except to Landlord's lenders or prospective purchasers of the Building or the Project, in litigation between Landlord and Tenant, and if required by court order.

28.22 Binding Effect. The covenants, conditions and agreements contained in this Lease will bind and inure to the benefit of Landlord and Tenant and their respective heirs, distributees, executors, administrators, successors, and except as otherwise provided in this Lease, their assigns.

LANDLORD
NORTH WILLIAMSBURG

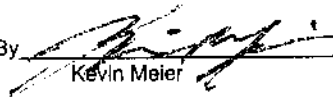
By



Mark J. Bronder, Manager

TENANT
K-SARA ENTERPRISES, INC.

By



Kevin Meier

Title

STATE OF NEBRASKA)
)
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me on _____, 2001 by
Mark J. Bronder, as Manager of North Williamsburg

My Commission expires _____.

Notary Public

STATE OF NEBRASKA)
)
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me on _____, 2001 by
_____, as _____ of

My Commission expires _____.

Notary Public