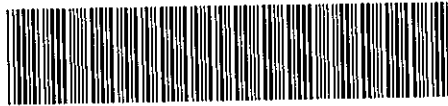


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RICHARD H. TAKECHI  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

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# SATELLITE LEASE AND OPERATING AGREEMENT

## BIG RED LOTTERY SERVICES LTD.

Please Return To:

Erwin Harvey Professional Corporation Attorneys  
 11248 John Galt Boulevard  
 Omaha, NE 68137  
 (402) 339-7776

20.50



11. Term. This Agreement shall be effective until May 14, 2001 and shall thereafter be automatically renewed for up to two additional consecutive renewal terms of five years each unless we have given you written notice of non-renewal any time prior to the commencement of the next renewal term. The last day that this Agreement may be effective (taking into account all renewal terms) is the "Scheduled Expiration Date". Section 5(c), 5(e), 5(g), 13, and 16 shall survive termination this Agreement.

12. Expanded Gambling. If additional gambling activities are legalized in the future and you wish to offer those activities at the Premises, we agree to use our best efforts to make those activities available to you on mutually agreed terms. If we are unable to do so for any reason within six months after your written request for such legal gambling activities, you may discontinue your obligation to staff the Game in accordance with Section 14. In return for the foregoing and our other obligations herein, and in view of our significant capital investment in reliance hereon, you agree not to permit anyone other than us to offer, supply or install gambling activities (other than pickle cards as currently allowed by the Nebraska Pickle Card Lottery Act) at the Premises under any circumstances prior to the Scheduled Expiration Date of this Agreement.

13. Indemnity. You agree to indemnify, defend and hold us harmless from and against any and all losses, costs, expenses (including reasonable attorneys' fees) and damages arising out of or related to: (a) your breach of this Agreement; or (b) any third party claim based on your, your staff's, or your patrons' acts or omissions; or (c) the conduct of your business or the condition of the Premises or any adjoining areas (including parking areas). We will not, however, be entitled to such indemnity if the sole proximate cause of proven damages was our own negligence or willful misconduct.

14. Your Right to Terminate or Discontinue. You may terminate this Agreement early if we materially default hereunder, and fail to cure our default within 30 days after receipt of written notice from you, specifying our default to be corrected. You may discontinue your responsibility to staff the Game: (a) if we propose a rent reduction pursuant to Section 3 and you give us written notice that you reject the same within 15 days after your receipt thereof; (b) if you determine, reasonably and in good faith, that continued staffing would be unprofitable; or (c) if we are unable to provide you, under Section 12, with additional gambling activities that you desire. Discontinuation of staffing shall terminate this Agreement. We may, but are not required to, staff the Game at the Premises if you discontinue staffing. In such event, we may deduct the cost thereof from the rent due. If you discontinue staffing, any recommencement thereof by you will be subject to approval by us and applicable governmental authorities.

15. Our Right to Terminate or Discontinue. We may terminate this Agreement early or discontinue our responsibilities under Section 6 without causing a termination hereof if: (a) you or your staff fail to comply with Section 2 or Section 10 in any respect, or your license to act as a sales outlet location is denied or revoked; (b) you otherwise materially default hereunder, and fail to cure the same within 30 days after receipt of written notice from us; (c) you discontinue staffing for any reason; (d) the average Weekly Handle in any 12-week period is less than \$10,000; (e) there is a change in ownership of your business entity or a material adverse change occurs in your business, financial or other condition, in our good faith determination; (f) you transfer your interest in, or discontinue business at, the Premises; or (g) we determine in good faith, that a change in Regulatory Requirements will make continuation of our responsibilities hereunder impractical or unprofitable.

16. Remedies. If we terminate this Agreement early or exercise our right to discontinue in accordance with Section 15, we will be entitled to recover our damages, in addition to our other rights and remedies at law and in equity. Our damages are deemed to be no less than the product of: (i) the number of weeks remaining until the Scheduled Expiration Date; multiplied by (ii) eight percent (8%) of your average Weekly Handle (averaged for the period beginning with commencement of Satellite activities at your premises and ending 12 months prior to the event giving rise to such termination or discontinuance; if satellite activities at your premises continued for less than 15 months, we will use the average for the first half of such period). We will not, however, be entitled to damages if our termination or discontinuance was based solely on: (a) Section 15(g); or (b) Section 15(c) or 15(d), provided that you otherwise continue to comply with the terms of the Agreement until the Scheduled Expiration Date (including, but not limited to, your obligation not to permit additional gambling activities under Section 12, even in circumstances where we are unable to provide you with the additional gambling activities that you desire). You further agree that we shall be entitled to specific performance and/or injunctive relief to enforce the terms hereof, including, without limitation, injunctive relief against third parties with respect to violations pertaining to Section 12. As security for your performance of Section 12 and payment of our damages occasioned thereby, you hereby grant us a security interest in and assign to us any rents or other payments due under any lease or other agreement and any other revenues to which you may be entitled with respect to other gambling activities on the Premises.

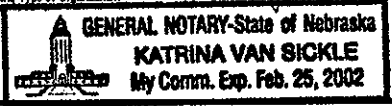
17. Miscellaneous. This Agreement: (a) is a continuation of any prior existing lease we may have with regard to the Premises; (b) supersedes the terms of any and all such leases and is the exclusive statement of the agreement of the parties with respect to the subject matter hereof; (c) may not be amended except in writing executed by the parties; and (d) shall be interpreted and enforced in accordance with the laws of the State of Nebraska. Unless this Agreement is terminated as permitted herein, this Agreement continues to bind you, the Premises, any person or entity who occupies the Premises after you, and any new premises to which your business is moved, through the Scheduled Expiration Date. If any provision of this Agreement shall be unenforceable, the remaining provisions shall remain in effect. No waiver hereunder (whether by course of conduct or otherwise) shall be effective unless in writing and no waiver shall be considered a waiver of any other or further default. Our nonenforcement or waiver of any provision under any similar agreement(s) shall not be deemed a waiver of any provision under this Agreement. The parties intend their relationship under this Agreement to be that of independent contractors and not employees, agents, joint venturers, or partners; neither party shall have the power or authority to bind the other. Notices hereunder shall be given in writing by personal delivery or registered or certified mail, addressed to the parties at the addresses set forth herein and shall be deemed given upon receipt.

Satellite Name:  
Lunkers Inc.  
dba Lunkers Bar and Grill  
Premises Address:  
15664 W. Maple Rd.  
Omaha NE 68116  
(Premises legal description attached as Attachment A)

I have read and understand this Agreement (Front and Back).  
Satellite:  
By: Brian K. Knudtson  
Name: Brian K. Knudtson  
Title: Owner

State of Nebraska, County of Douglas) ss: This instrument was acknowledged before me on 6-1-99  
by Brian Kent Knudtson the \_\_\_\_\_  
Name Title  
of Lunkers Inc. dba Lunkers Bar + Grill  
Business Name  
a Nebraska Corporation on behalf of the Corporation  
State and Type of Organization Type of Organization

Accepted: Big Red Lottery Services Ltd. by  
Big Red Lottery Services Inc. as Managing  
General Partner  
By: Mark G. Munger  
Mark G. Munger, Vice President & C.O.O.  
Dated: June 1, 1999



Katrina Van Sickle, Notary

LEGAL DESCRIPTION

Lot 2, Walnut Ridge Hilltop, Replatte 10  
Douglas County, Nebraska

LUNKERS INC.  
DBA LUNKERS BAR AND GRILL  
15664 WEST MAPLE ROAD  
OMAHA, NE 68116