

**STATE OF Nebraska
COUNTY OF Douglas
Project #OPW 52470
File No. 21637-16**

TITLE CERTIFICATE

EFFECTIVE DATE: January 24, 2017, at 8:00 AM

The undersigned, a Registered Nebraska Abstracter, operating under the Certificate of Authority granted it by the Abstracters Board of Examiners, presents this Title Certificate, hereafter "Certificate", relative only to the following described real estate in the County referenced, hereafter "property":

Lot 1, Fontenelle Garden Tracts, Replat 1, an Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska.

ADDRESS: 7260 North 30 Street, Omaha, NE

This Certificate is a contract between TitleCore National, LLC as an Abstracter and City of Omaha Public Works Department. The consideration for this contract is the information set forth below and furnished by the Abstracter together with the fee charged by the undersigned for the service performed by the Abstracter. The scope of this contract is outlined as follows:

- (a) This Certificate is not an abstract of title, nor a complete chain of title search, nor an attorney's Title Opinion, nor is it a title insurance policy or title insurance binder.
- (b) This Certificate does provide limited title facts relative to the property only as specifically set out in the following numbered paragraphs. Each numbered paragraph identifies the particular information provided in this certificate.
- (c) This Certificate reports limited information of record to the effective date above.

1.) The Grantee(s) in the last deed of record:

Fee Simple : Melibu, LLC, a Nebraska limited liability company, by virtue of that certain Warranty Deed dated December 1, 2015 and recorded December 4, 2015 at Instrument No. 2015-102079 and Instrument No. 2015--102075, of the Records of Douglas County, NE.

Leasehold Interest: EHPV Lottery Services LLC , by virtue of that certain Omaha Satellite Lease and Operating Agreement dated November 1, 2007 and recorded March 6, 2008 at Instrument No. 2008-021595, of the Records of Douglas County, NE.

2.) Unreleased mortgages and liens of record:

None.

3.) Financing Statements filed in the County Register of Deeds Office and indexed against the property:

None.

4.) Judgments and pending law suits in District Court:

(a) Judgments of record in the County District Court filed on the property, or indexed against the Grantee(s):

None.

(b) Pending Law Suits of record in the County District Court on the property, or indexed against the Grantee(s):

None.

5.) Tax Liens, State and Federal:

(a) Unreleased state tax liens of record filed against the Grantee(s):

None.

(b) Unreleased federal tax liens of record filed against the Grantee(s):

None.

6.) Other Liens of Record: Liens of record in the office of the Register of Deeds or Recorder and indexed against the property, (other than those liens previously set forth):

Omaha Satellite Lease and Operating Agreement recorded March 6, 2008 at Instrument No. 2008021595, Lessee: EHPV Lottery Services LLC and Lessor: Melibu, Inc.

7.) Guardianships, Estates, and Conservatorships filed in the County Court and indexed against the Grantee(s):

None.

8.) Easements, Covenants and Restrictions of Record:

Easements for utilities as reserved in Ordinance No. 23706, recorded March 3, 1966 at Book 434, Page 567, of the Records of Douglas County, NE, above, on and below the surface of the vacated alley which comprises a portion of the subject property.

9.) Real Estate Taxes and Special Assessments: Unpaid real estate taxes and unpaid special assessments certified for collection in the tax offices of Douglas County and indexed against the property:

General taxes assessed under Tax Key No. 3048-0030-11 for 2016 due and payable in 2017, levied in the

amount of \$759.62, first installment is due and will become delinquent April 1, 2017, second installment is due and will become delinquent August 1, 2017.

Special Assessments:
None

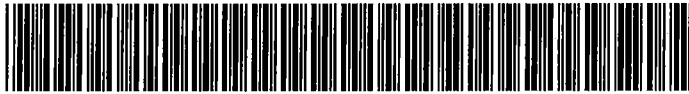
This Title Certificate certifies that TitleCore National, LLC has examined the records of Douglas County, Nebraska, and has set out, as displayed above, filings of instruments, judgments and real estate tax information of the records of the District Court, County Court, U.S. Bankruptcy Court for the District of Nebraska and Register of Deeds, that may affect the title or Grantee(s), within the defined scope and parameters of this Title Certificate.

Issued: January 27, 2017

TitleCore National, LLC

A handwritten signature in black ink, appearing to read "K. R. [unclear]", is written over a horizontal line.

Registered Abstractor
Under Certificate of Authority No. 662



DEED 2015102075



DEC 04 2015 12:30 P 2

Nebr Doc Stamp Tax
<u>12-04-2015</u> Date
<u>\$ Ex005</u>
By MB

Fee amount: 16.00
FB: 44-12601
COMP: MB

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
12/04/2015 12:30:24.00



2015102075

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that JOHN L. HENDERSON and Pamela Joy Lincoln, husband and wife, as "GRANTOR", in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration received from Grantee, does hereby grant, bargain, sell, convey and confirm unto MELIBU, LLC, a Nebraska limited liability company, as "GRANTEE", the following described real property located in Douglas County, Nebraska, and legally described as:

an undivided 1/2 interest in Lot 1, Fontenelle Garden Tracts, Replat 1, an addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska,

subject to current taxes and other assessments, reservations in patents and all easements, rights-of-way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record, the Grantor warrants the title against all persons whomsoever.

GRANTOR covenants with GRANTEE that GRANTOR:

- (1) is lawfully seized of such real estate and that it is free from encumbrances except easements, covenants, and restrictions of record;
- (2) has legal power and lawful authority to convey the same;
- (3) warrants and will defend title to the real estate against the lawful claims of all persons.

Dated: ~~November~~ ^{December} 1, 2015.

John L. Henderson
JOHN L. HENDERSON

Pamela Joy Lincoln
PAMELA JOY LINCOLN

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Santa Clara)

On DEC. 01, 2015 before me, MIKE THEO, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared PAMELA J. LINCOLN AND JOHN L. HENDERSON
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

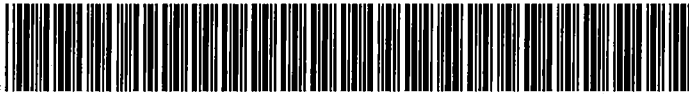
Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Document Date:
Number of Pages: Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Signer's Name:
[Corporate Officer - Title(s)] [Corporate Officer - Title(s)]
[Partner - Limited General] [Partner - Limited General]
[Individual Attorney in Fact] [Individual Attorney in Fact]
[Trustee Guardian or Conservator] [Trustee Guardian or Conservator]
[Other] [Other]
Signer Is Representing: Signer Is Representing:



DEED 2015102079



DEC 04 2015 12:30 P 2

Nebr Doc Stamp Tax
12-04-2015 Date
\$ Ex005
By MB

Fee amount: 16.00
FB: 44-12601
COMP: MB

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
12/04/2015 12:30:35.00



2015102079

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that PAMELA JOY LINCOLN and JOHN L. HENDERSON, wife and husband, as "GRANTOR", in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration received from Grantee, does hereby grant, bargain, sell, convey and confirm unto MELIBU, LLC, a Nebraska limited liability company, as "GRANTEE", the following described real property located in Douglas County, Nebraska, and legally described as:

an undivided 1/2 interest in Lot 1, Fontenelle Garden Tracts, Replat 1, an addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska,

subject to current taxes and other assessments, reservations in patents and all easements, rights-of-way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record, the Grantor warrants the title against all persons whomsoever.

GRANTOR covenants with GRANTEE that GRANTOR:

- (1) is lawfully seized of such real estate and that it is free from encumbrances except easements, covenants, and restrictions of record;
- (2) has legal power and lawful authority to convey the same;
- (3) warrants and will defend title to the real estate against the lawful claims of all persons.

Dated: ^{December} ~~November~~ 1, 2015.

Pamela Joy Lincoln
PAMELA JOY LINCOLN

John L. Henderson
JOHN L. HENDERSON

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of SANTA CLARA)

On DEC. 01, 2015 before me, MIKE THEO, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared PAMELA J. LINCOLN AND JOHN L. HENDERSON
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Document Date:
Number of Pages: Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Signer's Name:
[Corporate Officer, Partner, Individual, Trustee, Other]
[Corporate Officer, Partner, Individual, Trustee, Other]
Signer Is Representing: Signer Is Representing:



MISC 2008021595



MAR 06 2008 08:59 P 3

misc 3
 FEE 150 FB 44-1260
 BKP C/O COMP
 DEL SCAN FV
 C

Received - DIANE L. BATTIATO
 Register of Deeds, Douglas County, NE
 3/6/2008 08:59:43.04



2008021595

OMAHA SATELLITE LEASE AND OPERATING AGREEMENT
 Melibu Lounge

LESSEE: EHPV Lottery Services LLC
 LESSOR: Melibu Inc.
 Address: 7260 N. 30th Street

Legal Description:
 Fontenelle Garden Tracts Rep 1* Lot 1 Block 0 Irreg .387AC

Please return to:
 Katrina Coffey
 Big Red Keno
 5930 S. 118th Circle, Suite 3
 Omaha NE 68137
 402-670-2965
 kcoffey@bigredlottery.com

54253

BIG RED KENO**OMAHA SATELLITE LEASE AND OPERATING AGREEMENT**

This Satellite Lease and Operating Agreement is between EHPV Lottery Services LLC dba Big Red Keno, 11248 John Galt Boulevard, Omaha, NE 68137 and the undersigned "Satellite". In this Agreement: (i) "we", "us" and "our" means and refers to EHPV Lottery Services LLC; (ii) "you" and "your" means and refers to the undersigned Satellite and any successor-in-interest to the business of the undersigned Satellite; (iii) "Premises" means the location specified below and any new location to which your business is moved or expanded; (iv) "Game" means the legal gambling activities contemplated by this Agreement; (v) "Equipment" means any computer(s), input terminal(s), display device(s) and other equipment that we place at the Premises; (vi) "Supplies" means tickets, bet slips and other items of personal property necessary to play the Game; (vii) "Weekly Handle" means the amount wagered on the Game at the Premises in any week, determined in accordance with the Game Rules; (viii) "Game Rules" means the Big Red Keno Satellite Manual and other rules we develop or implement from time to time for conduct of the Game, all of which are made a part of this Agreement; (ix) "Game Funds" means all proceeds of wagers, whether or not accepted in violation of this Agreement; (x) "Scheduled Expiration Date" means the last day that this Agreement may be effective, taking into account all possible Renewal Terms; (xi) "Community" means the City of Omaha and Douglas County as their interests may appear.

1. **Lease.** You hereby lease to us space within the Premises specified below. That space shall be as indicated on Attachment A or as mutually agreed and shall in any event be sufficient to allow play of the Game and placement of the Equipment in a manner that is convenient for your customers. You agree that we may enter the Premises at any time during your normal business hours for purposes of inspecting or repairing the Equipment, viewing the manner in which the Game is offered, reviewing Game records, conducting Game audits, or exercising our rights under Section 7.
2. **Compliance with Law.** You agree to: (a) obtain and maintain in effect during the term of this Agreement all necessary and applicable licenses, permits, and approvals (including, but not limited to, a federal wagering stamp, a sales outlet location license, and any necessary licenses for your staff); and (b) comply with all "Regulatory Requirements" which include, but are not limited to, all applicable laws, regulations, ordinances, resolutions, rules and rulings promulgated by any federal, state or local government or any court, agency, instrumentality or official, and specifically including, but not limited to, the lottery operator agreement or similar agreement between us and the Community, and related rules, agreements, memoranda of understanding, resolutions and actions, and the Nebraska County and City Lottery Act and regulations promulgated pursuant thereto, all as now existing or hereafter amended, adopted or replaced, and whether applicable to conducting the Game at the Premises, the operation of your business or otherwise.
3. **Rent.** We will pay you rent on the following basis (initial one): _____ (a) 5% of Weekly Handle; or BH (b) 5.25% of the first \$10,000 of Weekly Handle, 2.5% of any amount over \$10,000 of Weekly Handle. You may change your rental basis selection once during the term of this Agreement, on 15 days' prior written notice to us. We will pay rent at least twice each month on settlement dates we choose. If we pay rent based on a period shorter or longer than one week, we may prorate or multiply the \$10,000 threshold to fit that period. We may offset rent against any amounts you owe us or our affiliates under this Agreement or otherwise. If there is a change in Regulatory Requirements or other change in circumstances that we consider to be adverse, we may decrease the amount of rent due hereunder upon 45 days' prior written notice to you.
4. **Staffing.** You agree to supervise and be responsible for the staffing necessary at the Premises for customers to play the Game, and to require your staff to comply with all Game Rules and Regulatory Requirements. Staff members who have not been trained or approved by us or who have not been appropriately licensed shall not be permitted to have any duties with respect to the Game.
5. **Your Obligations.** You agree to comply with and perform all of your obligations under the Game Rules and this Agreement. You agree to: (a) maintain (or reimburse us for) electrical power and phone lines (or other communications services designated by us); (b) operate your business and the Premises in a clean, safe, orderly, lawful and respectable manner and condition, with no adverse changes as compared to when you became a sales outlet location for the Game; (c) maintain current, complete and accurate records pertaining to your business and transactions related to the Game and give us and relevant government officials access thereto promptly on request; (d) maintain commercially reasonable insurance (including, at least, public liability insurance) naming us as an additional insured and provide us with certificates evidencing the same on request; (e) pay all applicable taxes pertaining to conduct of the Game at the Premises (including, but not limited to, federal, state and local excise and occupational taxes); (f) use your best efforts to detect and prevent cheating with respect to the Game and tampering with the Equipment and Supplies and immediately report the same or your reasonable suspicions related thereto to us; and (g) maintain the confidentiality of all materials and information that we provide to you and return the same to us upon termination of this Agreement. You represent and agree that you have and will maintain all third party approvals necessary for you to perform under this Agreement. You are to meet all of your obligations under this Agreement at your expense, except as expressly provided in this Agreement.
6. **Our Obligations.** So long as you comply with this Agreement, we agree that you may be a sales outlet location for the Game. We will, at our own expense: (a) maintain any necessary central computer for the Game; (b) provide you with Equipment and Supplies and such construction as we determine to be necessary for the installation of the Game at the Premises; (c) repair (and, if necessary, replace) defective Equipment and insure (or self-insure) the same; (d) train your staff in the operation of the Equipment; and (e) market the Game as we deem necessary (e.g., through on-Premises signs). We do not guarantee that operation of the Game or the Equipment will be uninterrupted or error-free. We will not be considered in default if our performance is prevented due to a cause beyond our control, including, but not limited to, computer and communications failures.
7. **Equipment.** All Equipment remains our property, shall not be considered fixtures and shall be returned to us immediately upon any termination or discontinuation pursuant to Sections 14 or 15. We may add to, remove, or alter all or any of the Equipment at any time. You agree to use due care to safeguard the Equipment and agree to notify us immediately if any of it is lost, stolen, damaged, or destroyed or appears to be malfunctioning. You agree to reimburse us for any losses sustained as a result of your failure to comply with the foregoing or the negligence or intentional misconduct of you or your staff or customers.
8. **Marketing and Protection of Marks.** You agree to prominently display the promotional and informational material we provide regarding the Game. You acknowledge that the name "Big Red Keno", the "Big Red" ball, and any other names, marks, slogans and similar materials that we may publish or distribute (the "Marks") are our property, whether or not registered, and you agree not to take any action to impair our ownership or the value thereof, or to bring the same into disrepute. You agree to obtain our prior written approval before you advertise or promote the Game or use the Marks.
9. **Conduct of the Game.** You agree to make the Game available to your customers during your normal business hours. You agree to use reasonable efforts to ensure that persons playing the Game on the Premises are limited to customers physically present on the Premises. Except in the case of tickets written for 21 or more consecutive games, you shall require customers to redeem all winning tickets immediately after the last game to which they relate and before the calling of the next game. You shall redeem all winning tickets in the presence of all customers having purchased tickets at the Premises for the games to which such tickets relate, and you shall not permit customers to purchase tickets, leave the Premises and return later for redemption. In the case of tickets written for 21 or more consecutive games, you may permit delayed redemption in accordance with the Game Rules.
10. **Game Funds.** You shall require all wagers on the Game to be paid in cash (valid U.S. currency) at the time they are made. If you cash checks for customers, you shall do so separately and at your own risk and shall not accept checks in our name. All Game Funds are our sole and exclusive property. You agree to: (a) hold Game Funds in trust for us; (b) keep Game Funds separate from your funds; and (c) prevent any of your creditors or other third parties from seizing or otherwise enforcing any lien, claim or other interest in Game Funds. All Game Funds, less prizes paid by you in accordance with the Game Rules, shall be deposited no later than noon of the first banking day after receipt into a separate bank account that we have approved. If the bank account is other than our account, we are hereby authorized to transfer the balance of that account to our account on a daily basis and you agree to sign a funds transfer agreement to permit the same. We are entitled to immediate payment of any deposit of Game Funds not made when due or for any non-cash wager proceeds that you accept. Interest shall accrue thereon at the lesser of 24% per annum or the highest lawful rate until paid.
11. **Term.** This Agreement shall be effective through May 14, 2011 and shall thereafter be automatically renewed for up to three additional consecutive renewal terms of five years each (each a "Renewal Term") unless we have given you written notice of non-renewal of this Agreement any time before the commencement of the next Renewal Term. Sections 5(c), 5(e), 5(g), 12, 13, and 16 shall survive any termination of this Agreement.

SUBJECT TO TERMS ON REVERSE

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 paper pickle cards as allowed by the Nebraska Pickle Card Lottery Act on the date this Agreement is signed by us) at the Premises under any circumstances before the Scheduled Expiration Date of this Agreement.

13. Indemnity. You agree to indemnify, defend and hold us, the Community, and our and their respective employees and agents, 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 customers' 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 not 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 government authorities. Your right to terminate this Agreement or discontinue staffing under this Section is your exclusive remedy for our breach of this Agreement, and is in lieu of any other rights and remedies which you may have at law or equity.

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) a material adverse change occurs in your business, financial or other condition, in our good faith determination; (e) there is a change in ownership of your business or you transfer your interest in, or discontinue business at, the Premises; or (f) we determine in good faith that a change in Regulatory Requirements will make continuation of our responsibilities hereunder impractical or unprofitable.

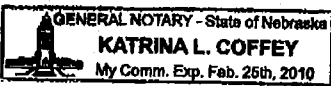
16. Remedies. If we terminate this Agreement early or exercise our right to discontinue our obligations in accordance with Section 15, we will be entitled to recover our damages, in addition to our other rights and remedies at law and in equity. Our damages are deemed to be no less than the product of: (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 the Game at the Premises and ending 12 months before the event giving rise to such termination or discontinuance; if the Game at the 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(f); or (B) Section 15(c) or 15(e) provided that you otherwise continue to comply with the terms of this 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, but not limited to, 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 and you also hereby grant us a power of attorney to sign and file on your behalf any financing statement or other document related to such security interest.

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 Nebraska. This Agreement binds the undersigned Satellite, the individual signing this Agreement, the Premises, any successor-in-interest to the business of the undersigned Satellite, and any new location to which your business is moved or expanded, through the Scheduled Expiration Date, unless terminated earlier as provided herein, and the provisions of this Agreement which survive termination continue to bind such persons and locations after termination. 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 certified mail, addressed to the parties at the addresses set forth herein and shall be deemed given upon receipt.

Satellite Name: <u>Melibu Inc</u> <u>Melibu Lounge</u> Premises Address: <u>7260 N. 30th St.</u> <u>Omaha, Ne 68112</u> <small>(Premises legal description attached as Attachment A)</small>	I have read and understand this Agreement (Front and Back) and am signing on behalf of myself and the Satellite named herein. By: <u>Becky Haman</u> Name: <u>Becky S. Haman</u> Title: <u>President</u>
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State of Nebraska, Co. of <u>Douglas</u> ss: This instrument was acknowledged before me on <u>11-1-07</u> by <u>Becky S. Haman</u> the <u>President</u> <small>Name Title</small> of <u>Melibu Inc dba Melibu Lounge</u> <small>Business Name</small> a <u>Nebraska Corporation</u> , on behalf of the <u>Corporation</u> <small>State and Type of Organization Type of Organization</small> <u>Katrina L. Coffey</u> , Notary	Accepted: EHPV Lottery Services LLC By: <u>[Signature]</u> Mark G. Munger, Vice President & C.O.O. Dated: <u>Nov. 1, 2007</u>
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© 1995-2007 EHPV LOTTERY SERVICES LLC. ALL RIGHTS RESERVED. VERSION 2007A



SUBJECT TO TERMS ON REVERSE

16

ORDINANCE NO. 53706

AN ORDINANCE vacating north-south alley, west of 30th Street from Ernst Street to Scott Street, abutting Lots 1-2-3-4-5-6, Fontenelle Garden Tracts in the SW 1/4, Section 28-16-13.

_____ in the City of Omaha and providing the effective date hereof.

WHEREAS, petition representing owners of more than 75 percent of the property abutting on north-south alley, west of 30th Street from Ernst Street to Scott Street; abutting Lots 1-2-3-4-5-6, Fontenelle Garden Tracts in the SW 1/4, Section 28-16-13.

_____ has been filed with the City of Omaha; and

WHEREAS, said property owners have in and by said petition waived any and all damages that may be occasioned by said vacation;

THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OMAHA:

Section 1. That north-south alley, west of 30th Street from Ernst Street to Scott Street, abutting Lots 1-2-3-4-5-6, Fontenelle Garden Tracts in the SW 1/4, Section 28-16-13.

_____ in the City of Omaha be, and is hereby, vacated; the vacating of the property herein described, and the reversion thereof, pursuant to applicable law, shall be subject to the conditions and limitations that there is reserved to the City of Omaha the right to maintain, operate, repair, and renew sewers now existing therein and in the future to construct, maintain, repair and renew additional or other sewers; also the right to authorize the Metropolitan Utilities District of the City of Omaha or any other public utility to construct, maintain, repair or renew and operate now existing or thereafter installed water mains, pole lines, conduits and other similar services or equipment above, on and below the surface of the ground for the purpose of serving the general public or abutting property; and the right so reserved shall also include such lateral connections or branch lines as may be ordered, desired or permitted by the City and to enter upon the premises to accomplish the above purpose at any and all times.

Section 2. That this ordinance shall take effect and be in force after 15 days from and after its passage.

INTRODUCED BY COUNCILMAN
[Signature]

APPROVED BY:
[Signature] 2/16/66
MAYOR OF THE CITY OF OMAHA DATE

PASSED
FEB 15 1966

APPROVED AS TO FORM:
[Signature]
CITY ATTORNEY

[Signature]
CITY CLERK OF THE CITY OF OMAHA

I hereby certify that the foregoing is a true and correct copy of the original document now on file in the City Clerk's office.
[Signature]
BY CITY CLERK

18

mae

RECEIVED

1966 MAR 3 PM 3 57

THOMAS J. O'CONNOR
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

D

THE STATE OF NEBRASKA

County of Douglas

For the purpose of recording

the following instrument

Book 434 Page 567

1966

City of Omaha

BY

City Clerk (Signature)

425

60-427

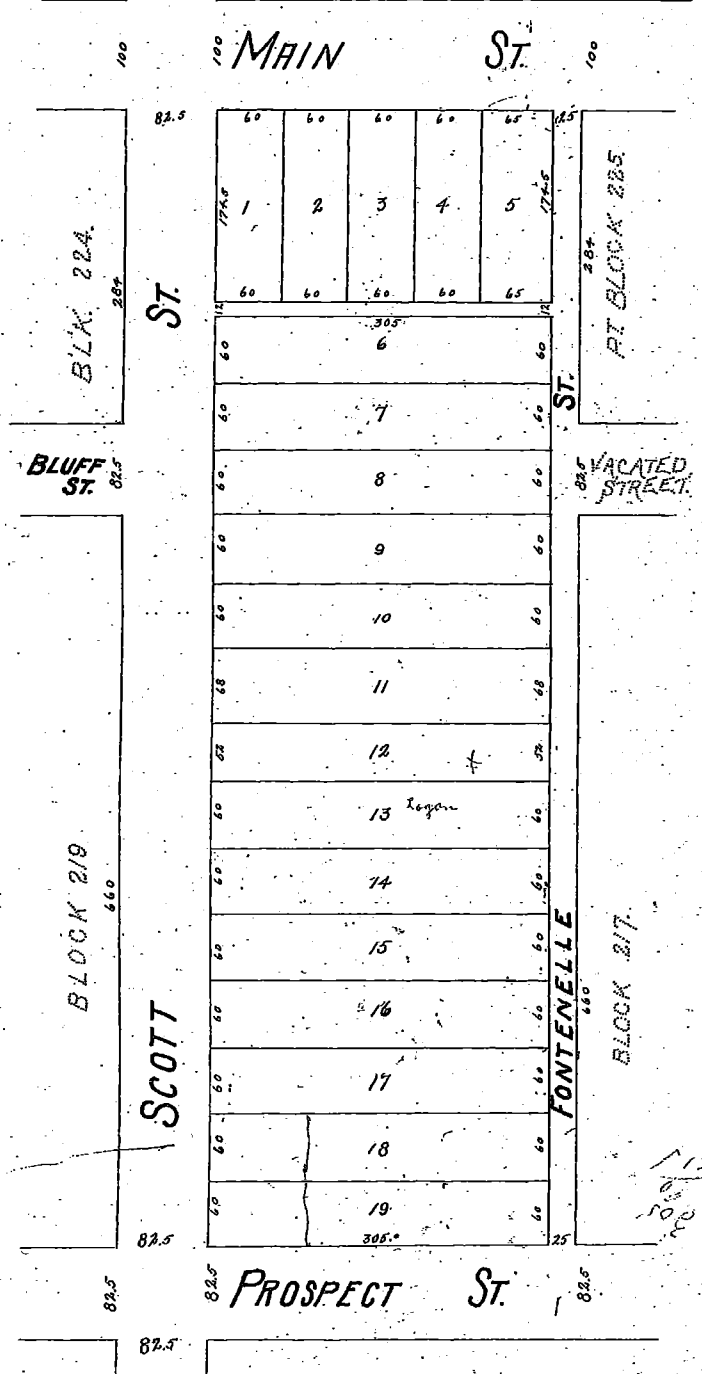
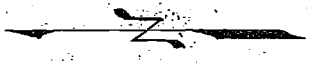
425

(60/247)

86

FONTENELLE GARDEN TRACTS.

AN ADDITION IN THE CITY OF FLORENCE, DOUGLAS COUNTY, NEBR.



THE STATE OF NEBRASKA }
 DOUGLAS COUNTY. }
 Entered on Numerical Index and filed for Record
 in the Register of Deeds Office of said County, the
 19th day of April 1911
 at 8:30 o'clock A. M.

Harry Parcel
 Register of Deeds

Compared by P+O

113
 100



BK 1361 PG 722-724



MISC 2000 16985

Nebr Doc Stamp Tax
Date
\$
By

RICHARD N. TAKECH
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

00 DEC 14 PM 1:08
RECEIVED

**THIS PAGE INCLUDED FOR INDEXING
PAGE DOWN FOR BALANCE OF INSTRUMENT**

M
misc
3
6

FEE <u>18.00</u>	FB <u>44-12600</u>	- old
BOP _____	CO _____	COMP _____
DEL _____	SCAN <u>05/11</u>	

3500

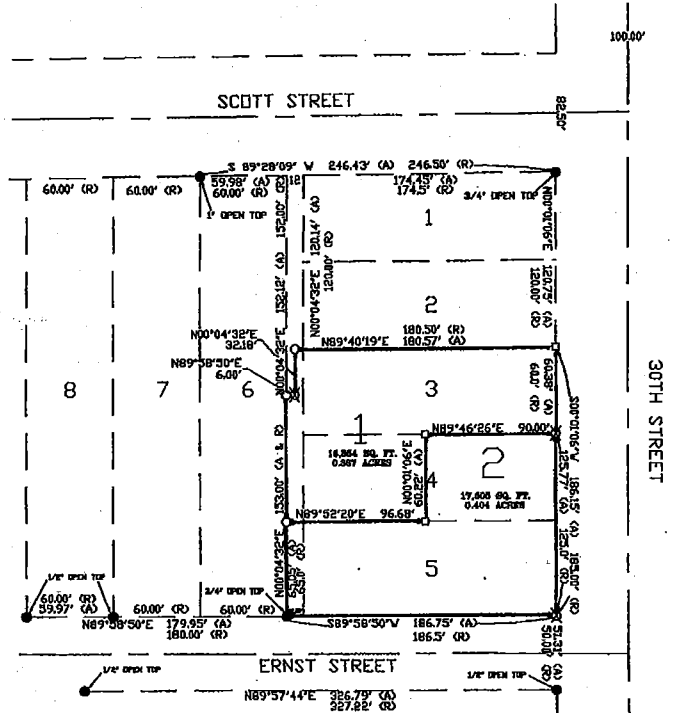
ADMINISTRATIVE SUBDIVISION

FONTENELLE GARDEN TRACTS, REPLAT NO. 1 LOTS 1 AND 2

A REPLAT OF LOTS 3, 4 AND 5 AND THE EAST HALF VACATED ALLEY
ADJOINING SAID LOTS AND THE WEST HALF VACATED ALLEY ADJOINING
THE SOUTH 153 FEET OF LOT 6; LOCATED IN FONTENELLE GARDEN
TRACTS, AN ADDITION TO THE CITY OF OMAHA, DOUGLAS COUNTY,
NEBRASKA

LEGAL DESCRIPTION

LOTS 3, 4 AND 5 AND THE EAST HALF VACATED ALLEY ADJOINING SAID LOTS AND THE WEST HALF VACATED ALLEY ADJOINING THE SOUTH 153 FEET OF LOT 6; LOCATED IN FONTELLE GARDEN TRACTS, AN ADDITION TO THE CITY OF OMAHA, DOUGLAS COUNTY, NEBRASKA; MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 5; THENCE ALONG THE SOUTH LINE OF SAID LOT 5 S89°58'50"W A DISTANCE OF 186.75 FEET TO THE SOUTHEAST CORNER OF LOT 6; THENCE ALONG THE EAST LINE OF LOT 6 N00°04'32"E A DISTANCE OF 153.00 FEET; THENCE N89°58'50"E A DISTANCE OF 6.00 FEET TO A POINT ON THE CENTERLINE OF A NORTH-SOUTH ALLEY; THENCE ALONG SAID CENTERLINE N00°04'32"E A DISTANCE OF 32.18 FEET; THENCE ALONG THE NORTH LINE OF LOT 3 N89°40'19"E A DISTANCE OF 180.57 FEET TO THE NORTHEAST CORNER OF LOT 3; THENCE ALONG THE EAST LINE OF LOTS 3, 4 AND 5 S00°01'06"W A DISTANCE OF 186.15 FEET TO THE POINT OF BEGINNING. SAID TOTAL REPLAT NO. 1 CONTAINS 34,460 SQUARE FEET OR 0.79 ACRES AND CONTAINS LOTS NUMBERED ONE (1) AND TWO (2).



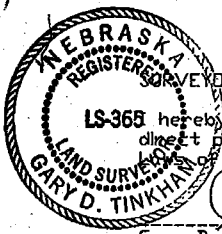
LEGEND

- CORNERS FOUND ●
- CORNERS SET, 5/8" REBAR ○
- PK NAIL SET □
- CHISELED "X" SET ✕
- RECORD DIMENSION R
- ACTUAL DIMENSION A

(FLORINCE FIELD REPLAT NO. 1)



3852



SURVEYOR'S CERTIFICATE:

LS-365 hereby certify that this plat, map, survey or report was made by me or under my direct personal supervision and that I am a duly Registered Land Surveyor under the laws of the State of Nebraska.

Gary D. Tinkham

Gary D. Tinkham Date 11-15-00

OWNER'S DEDICATION:

KNOW ALL PERSONS BY THESE PRESENTS That, *Pamela J. Lincoln member*, being representative(s) of Lincoln Henderson Omaha North 30th Street L.L.C., sold owner of the property described hereon and embraced within this plat have caused said to be subdivided into lots as shown on this plat.

Pamela J. Lincoln member

Owner(s) Date 11/20/00

ACKNOWLEDGMENT BY NOTARY:

State of ~~Nebraska~~ *California*
County of ~~Douglas~~ *San Mateo*



On this 20 day of November, 2000, before me a Notary Public, duly qualified and commissioned in and for said County and State, personally appeared the representative(s) of Lincoln Henderson Omaha North 30th Street L.L.C., who is personally known to me to be the identical person(s) whose name(s) is affixed to the foregoing instrument and acknowledged the signing of same to be his voluntary act and deed.

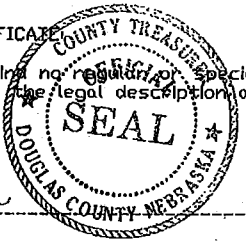
Gay C. Fama

Notary Public Date 11.20.2000

office.

COUNTY TREASURER'S CERTIFICATE:

This is to verify that I find no ~~regular~~ *special* taxes due or delinquent against the property described in the legal description and as shown by the records of this office.



Carol Parker

County Treasurer Date 12-8-00

PLANNING DIRECTOR'S APPROVAL:

Approved as a subdivision of not more than two (2) lots, parcels or tracts, with plat requirements waived per Section 7.08 Home Rule Charter of the City of Omaha, 1956. This subdivision approval is void unless plat is filed and recorded with the County Register of Deeds within thirty (30) days of this date.

[Signature]

Planning Director Date 12/12/00

Address, Lot 1 7260 No. 30th Street, Omaha, NE 68112
Address, Lot 2 7254 No. 30th Street, Omaha, NE 68112

3852