

The Undersigned, the President of Heaven & Earth, Inc. (Licensee), a Minnesota corporation which has made application for renewal or its reinstatement of its Class A On-Sale Liquor license located at 100 North 5th Street, Minneapolis, Minnesota, following suspension of that license as a result of Licensee's failure to make timely payments for the Safe Zone camera, as required under a previous TAC Agreement. Licensee hereby agrees to the following conditions to re-issuance and retention of said license:

The Undersigned expressly acknowledges that this Agreement has been entered into for the express purpose of inducing the Minneapolis City Council to grant approval of said license and that any material violation or deviation from the terms of the Agreement, without the express consent of the City of Minneapolis or its officers, constitutes cause for the initiation of administrative action and/or revocation, suspension or denial of renewal of said license.

This agreement shall supercede any and all preceding agreements entered into between the Licensee and the City of Minneapolis.

The Undersigned has entered into this agreement of his or her free will.

The Licensee's business has not been in operation since December 15, 2005, having surrendered the Class A on-sale liquor license at that time pursuant to the terms of a previous TAC Agreement. The Licensee agrees to the following as conditions of being permitted to resume and continue operations:

- 1) That, the Licensee shall comply with all statutes, rules and ordinances related to the sale and service of beverage alcohol; and
- 2) That, the Licensee, prior to or contemporaneously with the execution and acceptance of this Agreement, shall have paid all outstanding administrative fines (\$4,000.00) imposed as a result of past violations and shall have paid the outstanding balance (\$20,000.00) remaining to purchase a Safe Zone camera to be installed in front of the entrance to the licensed premises; and
- 3) That, the Licensee shall obtain and maintain at all times, proper evidence of liquor liability insurance as required by Minnesota Statutes and Minneapolis Ordinances; and
- 4) That, the Quest has been closed since December 14, 2005, in excess of 30 days, and that this satisfies the 5 day suspension required by the City from the previous TAC agreement; and
- 5) That, the Licensee shall have paid or have made approved arrangement

to pay all taxes due to the Minnesota Department of Revenue and shall not appear on the Minnesota Department of Revenue "No Ship" list for a period of one year following the date of this agreement; and

- 6) That, the Licensee shall have paid all outstanding final judgments that have been imposed as a result of the Licensee's business operations; and
- 7) That, in the event that the Licensee conducts "All Ages" events, all alcohol sales and consumption will take place only on the second floor of the premises. In the event that the Licensee conducts "18+" shows persons on the premise who are under the age of twenty-one (21) years shall be physically segregated from any area of the premise in which the consumption of beverage alcohol is permitted through the use of barricades or other physical separations; and
- 8)) That the Licensee shall utilize a PDC Series electronic identification card reader. If a different model is purchased by the Licensee it must have the capability to do the following:
 - A. Recognize and read U.S. state-government issued driver's licenses or state-government issued identification cards.
 - B. The ability to show whether the above identification is valid.
 - C. The ability to differentiate between valid and counterfeit identification.
 - D. Display the age and date of birth, as should be displayed on the identification, for the purposes of assuring the identification has not been altered.
 - E. Ability to store gathered electronic data gathered by the card reader.
 - F. Ability to download the above data to a personal computer.
 - i. The software used to achieve the download must be compatible with the suite of Microsoft products such as Access, Excel, and/or Word.
 - ii. Licensee shall use the electronic identification card reader for all shows and events. As a condition of it license, Licensee shall keep the above data open for examination by authorized representatives of the City of Minneapolis during regular business hours and without prior notification. Authorized representatives include, but are not limited to, Minneapolis Police Officers and City of Minneapolis Office of Licenses and Consumer Services employees.
 - iii. The personal computer used to store the data will be equipped with a CD/DVD player that has the capability to record/download that data to a CD/R, CD/RW, DVD/R or DVD/RW disc.
 - iv. The above data will be stored for at least six months unless Licensee receives authorization of the Deputy Director of Licenses and Consumer Services, the

Commander of the Police License Investigations Division or supervisors of the above officials, to purge the information.

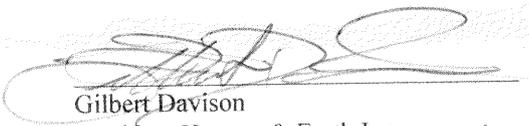
- 9) That, if the Licensee expects occupancy to exceed 1,000-persons after midnight on any business day Licensee shall give written notice to the Minneapolis Police Department, First Precinct and MPD Licensing Division Sergeant at least 2 weeks in advance. The Licensee shall at all times maintain an accurate occupancy count and immediately disclose such figures upon the request of any official or officer of the City of Minneapolis; and
- 10) That, the Licensee shall utilize an AlcoBlow or equivalent technology to assist in screening in the case of suspected intoxication or consumption of alcohol by prospective patrons under the age of twenty-one (21) years. Any prospective patron under the age of twenty-one (21) years with any detectible presence of alcohol in his or her system shall be refused admission into the premises; and
- 11) That, the Licensee shall continually utilize metal detection devices to screen prospective patrons for the possession of dangerous weapons; and
- 12) That, a senior manager or the principal officer of the Licensee shall attend each regularly scheduled meeting of the Minneapolis Downtown Entertainment and Bar District as coordinated by the Minneapolis Police First Precinct and Crime Prevention Specialist Luther Krueger; and
- 13) That the Licensee or an Operational Manager of record, be physically present at the establishment during the hours of operation. Licensee shall provide the Minneapolis Police Licensing Division with the name and contact information for its Operational Managers. Licensee may name a new manager or management company to manage the Quest, assuming that the new manager or management company of record is in compliance with the Minneapolis Ordinances and Minnesota State Statutes governing the licensing of on sale liquor establishments; and
- 14) That, the Licensee shall have adequate security based on the occupancy level set by the Minneapolis Fire Department. For six months following the effective date of this agreement Licensee shall, along with the information required by paragraph 9, above, provide the Minneapolis Police Department, First Precinct and MPD Licensing Division Sergeant with the number of security personnel scheduled to be on duty each night. At the end of that six-month period Licensee and representatives of Minneapolis Licenses and Consumer Services and/or the Police License Investigations Division will discuss whether additional or different arrangements need to be made regarding Licensee's security plan. The Licensee is an experienced license holder and will be expected to adjust the security level upwards when promoting or hosting venues that require additional security measures.

February 10, 2006

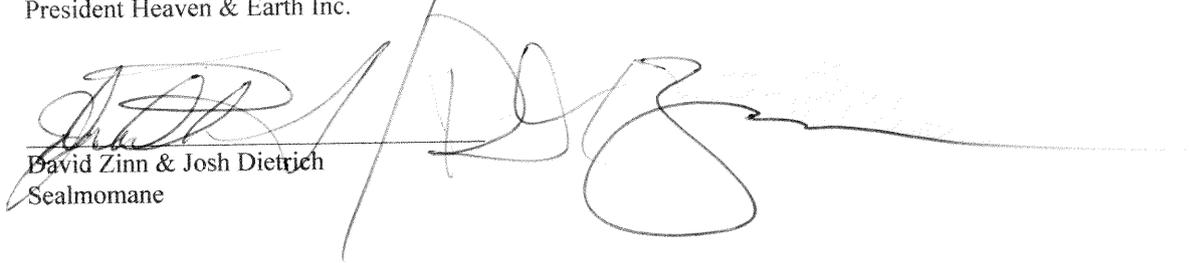
To whom it may concern,

Please accept this letter as verification as of today February 10, 2006 that the proposed and signed Management agreement between Heaven & Earth Inc. and Sealmomane is rendered null and void by all parties named and stated in the agreement. This nullification is entered into at the request of The City of Minneapolis and will remain void until full approval by city officials.

Signed,



Gilbert Davison
President Heaven & Earth Inc.



David Zinn & Josh Dietrich
Sealmomane

Signed [Signature], President

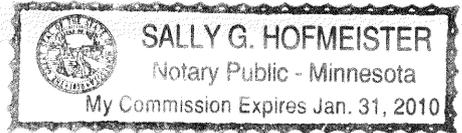
Heaven & Earth, Inc.

Subscribed and sworn to me this 10th day of February 2006

Notary Public Sally G. Hofmeister County Hennepin
(Seal)

My Commission Expires Jan 31, 2010

Signature of Officer/Notary Sally G. Hofmeister



Signed [Signature], Minneapolis Licenses
and Consumer Services

Subscribed and sworn to me this 13 day of Feb, 2006

Notary Public _____ County _____
(Seal)

My Commission Expires _____

Signature of Officer/Notary _____

Signed [Signature], Police License
Investigations Division

Subscribed and sworn to me this 13 day of Feb 2006

Notary Public _____ County _____
(Seal)

My Commission Expires _____

Signature of Officer/Notary _____