

**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA RECOMMENDING TO THE NEBRASKA LIQUOR CONTROL COMMISSION, APPROVAL OF A CLASS C LIQUOR LICENSE FOR ASTRO THEATER, LLC DBA THE ASTRO & THE ASTRO AMPHITHEATER IN LA VISTA, NEBRASKA.

WHEREAS, Astro Theater, LLC dba The Astro & The Astro Amphitheater, 8302 City Centre Dr, La Vista, Sarpy County, Nebraska, has applied to the Nebraska Liquor Control Commission for a Class C Liquor License; and

WHEREAS, the Nebraska Liquor Control Commission has notified the City of said application; and

WHEREAS, the City has adopted local licensing standards to be considered in making recommendations to the Nebraska Liquor Control Commission; and

WHEREAS, said licensing standards have been considered by the City Council in making its decision;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, hereby recommend to the Nebraska Liquor Control Commission approval of a Class C Liquor License submitted by Astro Theater, LLC dba The Astro & The Astro Amphitheater, 8302 City Centre Dr, La Vista, Sarpy County, Nebraska.

PASSED AND APPROVED THIS 1ST DAY OF AUGUST 2023.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, MMC  
City Clerk



**LA VISTA POLICE DEPARTMENT  
INTER-DEPARTMENT MEMO**

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**TO:** Pam Buethe, City Clerk

**FROM:** Acting Chief Captain D. J. Barcal

**DATE:** July 17, 2023

**RE:** Local Background Check– The Astro Theater LLC

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The La Vista Police Department has reviewed the Nebraska Liquor Control Commission Documents completed by the applicant and conducted a check of local records relating to the Manager Application for James L. Johnson. No criminal record was located.

As with all Nebraska Retail Liquor Licenses, I am asking the applicant strictly conform to Nebraska Liquor Commission rules and regulations under Section 53-131.01, Nebraska Liquor Control Act.

# APPLICATION FOR LIQUOR LICENSE CHECKLIST RETAIL

NEBRASKA LIQUOR CONTROL COMMISSION  
301 CENTENNIAL MALL SOUTH  
PO BOX 95046  
LINCOLN, NE 68509-5046  
PHONE: (402) 471-2571  
FAX: (402) 471-2814  
EMAIL: [lcc.frontdesk@nebraska.gov](mailto:lcc.frontdesk@nebraska.gov)  
WEBSITE: [www.lcc.nebraska.gov](http://www.lcc.nebraska.gov)

License Class: C

License Number:

**125865**

**RECEIVED**

JUL 10 2023

NEBRASKA LIQUOR  
CONTROL COMMISSION

Office Use Only

NEW / REPLACING \_\_\_\_\_

TOP Yes / No

Hot List Yes / No

Initial: mw

## PLEASE READ CAREFULLY

See directions on the next page. Provide all the items requested. Failure to provide any item will cause this application to be returned or placed on hold. All documents must be legible. Any false statement or omission may result in the denial, suspension, cancellation or revocation of your license. If your operation depends on receiving a liquor license, the Nebraska Liquor Control Commission cautions you that if you purchase, remodel, start construction, spend or commit money that you do so at your own risk. Prior to submitting your application review the application carefully to ensure that all sections are complete, and that any omissions or errors have not been made. You may want to check with the city/village or county clerk, where you are making application, to see if any additional requirements must be met before submitting application to the Nebraska Liquor Control Commission.

APPLICANT NAME Astro Theater LLC

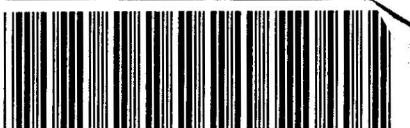
TRADE (DBA) NAME The Astro & The Astro Amphitheater

PREVIOUS TRADE (DBA) NAME N/A

CONTACT NAME AND PHONE NUMBER James L Johnson - 402-208-9251

CONTACT EMAIL ADDRESS jim@onepercentproductions.com

DATE OF BIRTH	CH 1763
NAME OF FIRM	CH 1763
AMOUNT	\$400.00
RCPT	
RECEIVED	
DATE DEPOSITED	

	2300006735
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FORM 100  
REV 12/7/2022

**RECEIVED**  
TP

# **DIRECTIONS**

Each item must be included with your application

1. Application fee of \$400 (nonrefundable), please pay online thru our PAYPORT system or enclose payment made payable to the Nebraska Liquor Control Commission
2. Enclose the appropriate application forms
  - Individual License (Form 104)
  - Partnership License (Form 105)
  - Corporate License (Form 101 & Form 103)
  - Limited Liability Company (LLC) (Form 102 & Form 103)
    - Corporation or Limited Liability Company (LLC) must be active with the Nebraska Secretary of State
3. For citizenship enclose U.S. birth certificate; U.S. passport or naturalization paper
  - a. For residency enclose proof of registered voter in Nebraska
  - b. If permanent resident include Employment Authorization Card or Permanent Resident Card
  - c. See Applicant Guidelines for further assistance
4. Form 147 - Fingerprints are required for each person as defined in new application guide, found on our website under "Licensing Tab" in "Guidelines/Brochures".
5. If purchasing an already licensed business; include Form 125—Temporary Operating Permit (TOP)
  - a. Form 125 must be signed by the seller (current licensee) and the buyer (applicant)
  - b. Provide a copy of the business purchase agreement from the seller (current licensee sells "the business currently licensed" to applicant)
  - c. Provide a copy of alcohol inventory being purchased (must include quantity, brand name and container size)
  - d. Enclose a list of the assets being purchased (furniture, fixtures and equipment)
6. If building is owned or being purchased send a copy of the deed or purchase agreement in the name of the applicant.
7. If building is being leased, send a copy of signed lease in the name of the applicant. Lease term must run through the license year being applied for.
8. Submit a copy of your business plan.

**CLASS OF LICENSE FOR WHICH APPLICATION IS MADE AND FEES  
CHECK DESIRED CLASS**

RETAIL LICENSE(S) **Application Fee \$400 (nonrefundable)**

CLASS C LICENSE TERM IS FROM NOVEMBER 1 – OCTOBER 31

ALL OTHER CLASSES TERM IS MAY 1 – APRIL 30

A BEER, ON SALE ONLY

B BEER, OFF SALE ONLY\*\*

C BEER, WINE, DISTILLED SPIRITS, ON AND OFF SALE\*\*

Do you intend to sale cocktails to go as allowed under Neb Rev. Statute 53-123.04(4) YES  NO

D BEER, WINE, DISTILLED SPIRITS, OFF SALE ONLY\*\*

F BOTTLE CLUB,

I BEER, WINE, DISTILLED SPIRITS, ON SALE ONLY

Do you intend to sale cocktails to go as allowed under Neb Rev. Statute 53-123.04(5) YES  NO

J LIMITED ALCOHOLIC LIQUOR, OFF SALE – MUST INCLUDE SUPPLEMENTAL FORM 120

AB BEER, ON AND OFF SALE

AD BEER ON SALE ONLY, BEER, WINE, DISTILLED SPIRITS OFF SALE

IB BEER, WINE, DISTILLED SPIRITS ON SALE, BEER OFF SALE ONLY

Class K Catering endorsement (Submit Form 106) – Catering license (K) expires same as underlying retail license

Class G Growler endorsement (Submit Form 165) – Class C licenses only

\*\*Class B, Class C, Class D license do you intend to allow drive through services under Neb Rev. Statute 53-178.01(2) YES  NO

**ADDITIONAL FEES WILL BE ASSESSED AT THE CITY/VILLAGE OR COUNTY LEVEL WHEN THE LICENSE IS ISSUED**

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**CHECK TYPE OF LICENSE FOR WHICH YOU ARE APPLYING**

Individual License (requires insert FORM 104)

Partnership License (requires insert FORM 105)

Corporate License (requires FORM 101 & FORM 103)

Limited Liability Company (LLC) (requires FORM 102 & FORM 103)

**NAME OF ATTORNEY OR FIRM ASSISTING WITH APPLICATION (if applicable)**

Name MIKE KELLEY Phone Number 402-397-1898

Firm Name KELLEY PLUCKER LLC

Email address mike@kellyplucker.com / nikki@kellyplucker.com

Should we contact you with any questions on the application? YES  NO

**PREMISES INFORMATION** ASTRO, The / ASTRO Amphitheater

Trade Name (doing business as) The Astro & The Astro Amphitheater

Street Address 8302 City Centre Drive

City La Vista

County Sarpy - 59

Zip Code 68128

Premises Telephone number 402-208-9251

Business e-mail address jim@onepercentproductions.com

Is this location inside the city/village corporate limits

YES

NO

**MAILING ADDRESS (where you want to receive mail from the Commission)**

Check if same as premises

Name Jamarcus Worldwide LLC

Street Address 6212 Maple Street

City Omaha

State NE

Zip Code 68104 -4004

**DESCRIPTION AND DIAGRAM OF THE AREA TO BE LICENSED**

IN THE SPACE PROVIDED BELOW DRAW OR ATTACH A DIAGRAM OF THE AREA TO BE LICENSED

DO NOT SEND BLUEPRINTS, ARCHITECH OR CONSTRUCTION DRAWINGS

PROVIDE LENGTH X WIDTH IN FEET (NOT SQUARE FOOTAGE)

INDICATE THE DIRECTION OF NORTH

Building length 204 x width 169 in feet

Is there a basement? Yes  No  If yes, length 184 x width 169 in feet

Is there an outdoor area? Yes  No  If yes, length 269 x width 326 in feet+

\*If including an outdoor area permanent fencing is required. Please contact the local governing body for other requirements regarding fencing

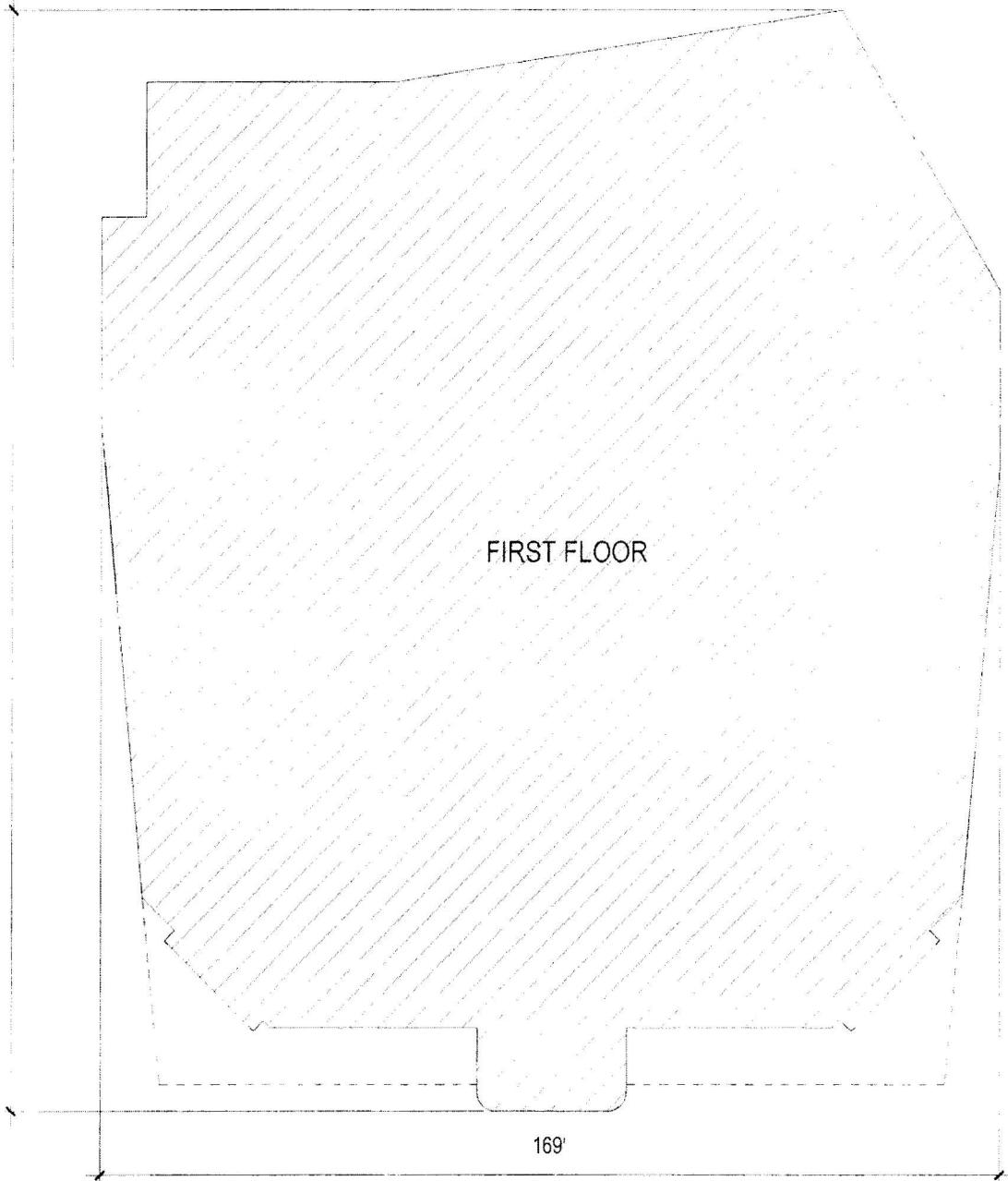
Number of floors of the building 2

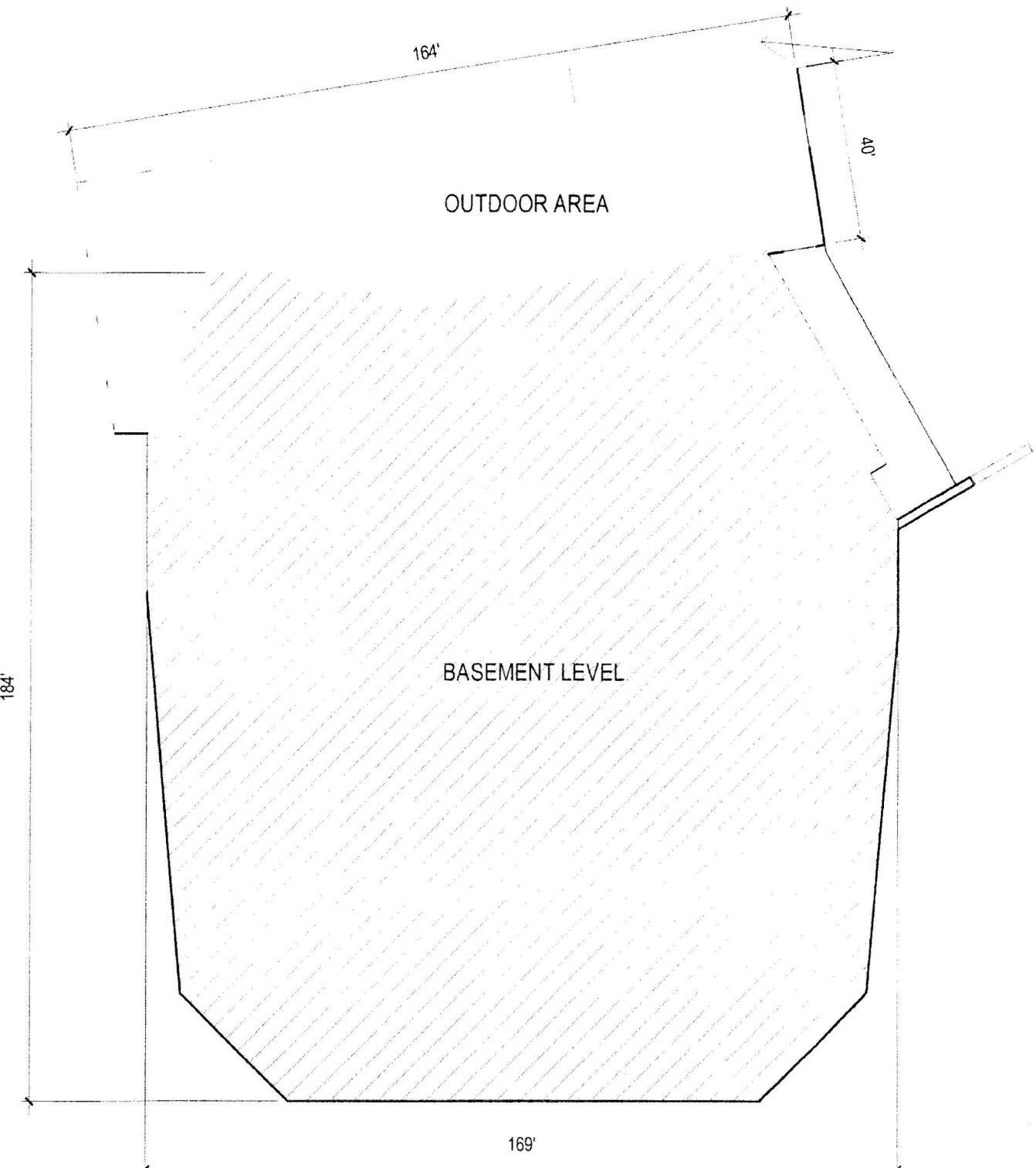
**PROVIDE DIAGRAM OF AREA TO BE LICENSED BELOW OR ATTACH SEPARATE SHEET**

See attached diagrams

First floor approx 204' x 169'  
including basement approx 184' x 169'  
and outdoor area approx 269' x 326'

204





## APPLICANT INFORMATION

### 1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY §53-125(5)

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name.

**Include traffic violations.** Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

YES  NO If yes, please explain below or attach a separate page

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted ( city & state)	Description of Charge	Disposition

2. Was this premise licensed as liquor licensed business within the last two (2) years?

YES  NO

If yes, provide business name and license number \_\_\_\_\_

3. Are you buying the business of a current retail liquor license?

YES  NO

If yes, give name of business and liquor license number \_\_\_\_\_

4. Are you filing a temporary operating permit (TOP) to operate during the application process?

YES  NO

If yes

a) Attach temporary operating permit (TOP) (Form 125)

a) Submit a copy of the business purchase agreement \_\_\_\_\_

b) Include a list of alcohol being purchased, list the name brand, container size and how many \_\_\_\_\_

c) Submit a list of the furniture, fixtures and equipment \_\_\_\_\_

5. Are you borrowing any money from any source, include family or friends, to establish and/or operate the business?

YES  NO

If yes, list the lender(s) American National Bank

6. Will any person or entity, other than applicant, be entitled to a share of the profits of this business?

YES  NO

If yes, explain. (all involved persons must be disclosed on application)

**No silent partners** 019.01E Silent Partners; Profit Sharing: No licensee or partner, principal, agent or employee of any Retail Liquor License shall permit any other person not licensed or included as a partner, principal, or stockholder of any Retail Liquor License to participate in the sharing of profits or liabilities arising from any Retail Liquor License. (53-1,100)

7. Will any of the furniture, fixtures and equipment to be used in this business be owned by others?

YES  NO

If yes, list such item(s) and the owner. \_\_\_\_\_

8. Is premises to be licensed within 150 feet of a church, school, hospital, home for indigent persons or for veterans, their wives, and children; or within 300 feet of a college or university campus?

YES  NO

If yes, provide name and address of such institution and where it is located in relation to the premises (Nebraska Revised Statute 53-177(1) **AND PROVIDE FORM 134 – CHURCH OR FORM 135 – CAMPUS AND LETTER OF SUPPORT FROM CHURCH OR CAMPUS**

9. Is anyone listed on this application a law enforcement officer? If yes, list the person, the law enforcement agency involved and the person's exact duties. (Nebraska Revised Statute 53-125(15))

YES  NO

10. List the primary bank and/or financial institution (branch if applicable) to be utilized by the business.

a) List the individual(s) who are authorized to write checks and/or withdrawals on accounts at this institution.

American National Bank  
Liebowitz and James Johnson

b) List all past and present liquor licenses held in Nebraska or any other state by any person named in this application. Include license holder name, location of license and license number. Also list reason for termination of any license(s) previously held.

See attached list.

## **List of past and present liquor licenses**

The Admiral (Omaha, NE) – Omaha Live, LLC  
The Bottleneck (Lawrence, KS) – Lawrence Live, LLC  
Bourbon Theatre (Lincoln, NE) – Lincoln Live, LLC  
Cotillion Ballroom (Wichita, KS) – Wichita Live, LLC  
Granada Theater (Lawrence, KS) – Lawrence Live, LLC  
Hawthorne Theatre (Portland, OR) – Hawthorne Music, LLC  
Madrid Theatre (Kansas City, MO) – Madrid Operations, LLC  
Roseland Theatre (Portland, OR) – Roseland Operations, LLC  
Uptown Theater (Kansas City, MO) – Uptown Operations, LLC

12. List the alcohol related training and/or experience (when and where) of the person(s) making application. Those persons required are listed as followed:

- Individual: Applicant and spouse; spouse is exempt if they filed Form 116 – Affidavit of Non-Participation.
- Partnership: All partners and spouses, spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.
- Limited Liability Company: All member of LLC, Manager and all spouses; spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.
- Corporation: President, Stockholders holding 25% or more of shares, Manager and all spouses; spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.

NLCC certified training program completed

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)

Experience

Applicant Name/Job Title	Date of Employment	Name & Location of Business
James L Johnson - Manager	2007	The Waiting Room LLC - Omaha
James L Johnson - Manager	2014	Reverb LLC - Omaha
James L Johnson - Manager	2022	Admiral Omaha LLC - Omaha

13. If the property is owned, submit a copy of the deed or proof of ownership. If leased, submit a copy of the lease covering the entire license year.

Documents must be in the name of applicant as owner or lessee

Lease expiration date AUGUST 15, 2048  
 Deed  
 Purchase Agreement

14. When do you intend to open for business? 8/15/2023

15. What will be the main nature of business? Live Music Concerts

16. What are the anticipated hours of operation? Noon to 2am - varies by event

17. List the principal residence(s) for the past 10 years for ALL persons required to sign, including spouses.

RESIDENCES FOR THE PAST 10 YEARS					
APPLICANT CITY & STATE	YEAR FROM TO		SPOUSE CITY & STATE	YEAR FROM TO	
James L Johnson - Omaha, NE	1974	2023	Jessica L Johnson - Omaha, NE	1982	2023
Marc B Leibowitz - Omaha, NE	1974	2023	Janelle M Leibowitz - Omaha, NE	1977	2023
<u>Josh Hunt- Lawrence</u>	<u>2013</u>	<u>2023</u>	<u>Same</u>		
<u>KS</u>					
<u>Jeff Fortier- Kansas City</u>	<u>2013</u>	<u>2023</u>	<u>Same</u>		

If necessary, attach a separate sheet MD

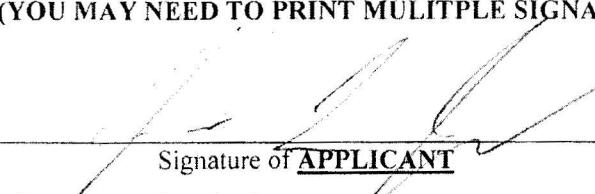
**PERSONAL OATH AND CONSENT OF INVESTIGATION**  
**SIGNATURE PAGE – PLEASE READ CAREFULLY**

The undersigned applicant(s) hereby consent(s) to an investigation of his/her background and release present and future records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant(s) and spouse(s) waive(s) any right or causes of action that said applicant(s) or spouse(s) may have against the Nebraska Liquor Control Commission, the Nebraska State Patrol, and any other individual disclosing or releasing said information. Any documents or records for the proposed business or for any partner or stockholder that are needed in furtherance of the application investigation of any other investigation shall be supplied immediately upon demand to the Nebraska Liquor Control Commission or the Nebraska State Patrol. The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate or fraudulent.

Individual applicants agree to supervise in person the management and operation of the business and that they will operate the business authorized by the license for themselves and not as an agent for any other person or entity. Corporate applicants agree the approved manager will superintend in person the management and operation of the business. Partnership applicants agree one partner shall superintend the management and operation of the business. All applicants agree to operate the licensed business within all applicable laws, rules, regulations, and ordinances and to cooperate fully with any authorized agent of the Nebraska Liquor Control Commission.

***Applicant Notification and Record Challenge:*** Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in FBI identification record. The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.

**Must be signed by all applicant(s) and spouse(s) owning more than 25%  
(YOU MAY NEED TO PRINT MULTIPLE SIGNATURE PAGES)**

  
Signature of APPLICANT

James L Johnson

Printed Name of APPLICANT

  
Signature of SPOUSE

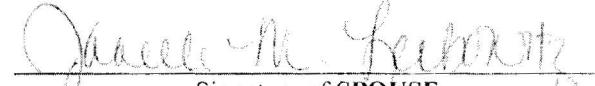
Jessica L Johnson

Printed Name of SPOUSE

  
Signature of APPLICANT

Marc B Leibowitz

Printed Name of APPLICANT

  
Signature of SPOUSE

Janelle M Leibowitz

Printed Name of SPOUSE

**PERSONAL OATH AND CONSENT OF INVESTIGATION****SIGNATURE PAGE – PLEASE READ CAREFULLY**

The undersigned applicant(s) hereby consent(s) to an investigation of his/her background and release present and future records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant(s) and spouse(s) waive(s) any right or causes of action that said applicant(s) or spouse(s) may have against the Nebraska Liquor Control Commission, the Nebraska State Patrol, and any other individual disclosing or releasing said information. Any documents or records for the proposed business or for any partner or stockholder that are needed in furtherance of the application investigation of any other investigation shall be supplied immediately upon demand to the Nebraska Liquor Control Commission or the Nebraska State Patrol. The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate or fraudulent.

Individual applicants agree to supervise in person the management and operation of the business and that they will operate the business authorized by the license for themselves and not as an agent for any other person or entity. Corporate applicants agree the approved manager will superintend in person the management and operation of the business. Partnership applicants agree one partner shall superintend the management and operation of the business. All applicants agree to operate the licensed business within all applicable laws, rules, regulations, and ordinances and to cooperate fully with any authorized agent of the Nebraska Liquor Control Commission.

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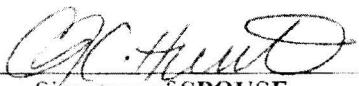
**Must be signed by all applicant(s) and spouse(s) owning more than 25%  
(YOU MAY NEED TO PRINT MULTIPLE SIGNATURE PAGES)**



Signature of APPLICANT

JOSH HUNT

Printed Name of APPLICANT



Signature of SPOUSE

CASEY CHURCH HUNT

Printed Name of SPOUSE



Signature of APPLICANT

JEFF FORTIER

Printed Name of APPLICANT



Signature of SPOUSE

SARAH FORTIER

Printed Name of SPOUSE

# Nebraska Secretary of State

## ASTRO THEATER, LLC

Wed Jul 12 15:28:33 2023

**SOS Account Number**

1906173977

**Status**

Active

**Principal Office Address**

222 S 15TH ST STE 1404S

OMAHA, NE 68102

USA

**Registered Agent and Office Address**

JAMES L JOHNSON

345 S. 70TH AVENUE

OMAHA, NE 68132

**Designated Office Address**

345 S. 70TH AVENUE

OMAHA, NE 68132

**Nature of Business**

Not Available

**Entity Type**

Domestic LLC

Qualifying State: NE

**Date Filed**

Jun 26 2019

**Next Report Due Date**

Jan 01 2025

**Filed Documents**

Filed documents for ASTRO THEATER, LLC may be available for purchase and downloading by selecting the Purchase Now button. Your Nebraska.gov account will be charged the indicated amount for each item you view. If no Purchase Now button appears, please contact Secretary of State's office to request document(s).

Document	Date Filed	Price	
Certificate of Organization	Jun 26 2019	\$0.45 = 1 page(s) @ \$0.45 per page	<a href="#">Purchase Now</a>
Proof of Publication	Aug 22 2019	\$0.45 = 1 page(s) @ \$0.45 per page	<a href="#">Purchase Now</a>
Biennial Report	Mar 18 2021	\$0.45 = 1 page(s) @ \$0.45 per page	<a href="#">Purchase Now</a>
Amendment	Jun 26 2021	\$0.45 = 1 page(s) @ \$0.45 per page	<a href="#">Purchase Now</a>
Proof of Publication	Aug 19 2021	\$0.45 = 1 page(s) @ \$0.45 per page	<a href="#">Purchase Now</a>

Document	Date Filed	Price	
Proof of Publication	Jan 11 2022	\$0.90 = 2 page(s) @ \$0.45 per page	<a href="#">Purchase Now</a>
Record of Determination	Apr 06 2023	\$0.45 = 1 page(s) @ \$0.45 per page	<a href="#">Purchase Now</a>
Biennial Report	Apr 27 2023	\$0.45 = 1 page(s) @ \$0.45 per page	<a href="#">Purchase Now</a>

## Good Standing Documents

- If you need your Certificate of Good Standing Apostilled or Authenticated for use in another country, you must contact the Nebraska Secretary of State's office directly for information and instructions. Documents obtained from this site cannot be Apostilled or Authenticated.

### Online Certificate of Good Standing with Electronic Validation

**\$6.50**

This certificate is available for immediate viewing/printing from your desktop. A Verification ID is provided on the certificate to validate authenticity online at the Secretary of State's website.

[Purchase Now](#)

### Certificate of Good Standing - USPS Mail Delivery

**\$10.00**

This is a paper certificate mailed to you from the Secretary of State's office within 2-3 business days.

[Continue to Order](#)

 [Back to Top](#)

# LIMITED LIABILITY COMPANY (LLC)

NEBRASKA LIQUOR CONTROL COMMISSION  
301 CENTENNIAL MALL SOUTH  
PO BOX 95046  
LINCOLN, NE 68509-5046  
PHONE: (402) 471-2571  
FAX: (402) 471-2814  
EMAIL: [lcc.frontdesk@nebraska.gov](mailto:lcc.frontdesk@nebraska.gov)  
WEBSITE: [www.lcc.nebraska.gov](http://www.lcc.nebraska.gov)

License  
Class: \_\_\_\_\_

License Number: \_\_\_\_\_

RECEIVED

JUL 10 2023

NEBRASKA LIQUOR  
CONTROL COMMISSION

## INSTRUCTIONS

1. All members and spouses must be listed
2. Managing/Contact member and all members holding over 25 % shares of stock and their spouse (if applicable) must sign the signature page of the application
3. Managing/Contact member and all members holding over 25% interest and their spouses must submit fingerprints. See Form 147 for further information
4. Attach copy of Articles of Organization

**Name of Limited Liability Company that will hold license as listed on the Articles of Organization**

**ASTRO THEATER LLC**

Name of Registered Agent: Christopher Erickson  
LLC Address: 222 S 15th St  
City: Omaha State: NE Zip Code: 68102-1180  
LLC Phone Number: 402-578-4746 LLC Fax Number: \_\_\_\_\_

**Name of Managing/Contact Member**

Name and information of contact member must be listed on following page

Last Name: Johnson First Name: James MI: \_\_\_\_\_  
Home Address: 9929 Broadmoor City: Omaha  
State: NE Zip Code: 68114 Home Phone Number: 402-208-9251

Signature of Managing/Contact Member

List names of all members and their spouses (even if a spousal affidavit has been submitted)

Last Name: Omaha Live, LLC First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

~~X~~ Spouse Full Name (indicate N/A if single): \_\_\_\_\_

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Percentage of member ownership 50%

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Last Name: Jamarcus Worldwide, LLC First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

~~X~~ Spouse Full Name (indicate N/A if single): \_\_\_\_\_

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Percentage of member ownership 50%

---

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Spouse Full Name (indicate N/A if single): \_\_\_\_\_

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Percentage of member ownership \_\_\_\_\_

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Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Spouse Full Name (indicate N/A if single): \_\_\_\_\_

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Percentage of member ownership \_\_\_\_\_

Is the applying Limited Liability Company owned 100% by another corporation/LLC?

YES  NO

If yes, Form 185 is required

Indicate the company's tax year with the IRS (Example January through December)

Starting Date: **January** Ending Date: **December**

Is this a Non Profit Corporation?

YES  NO

If yes, provide the Federal ID #. \_\_\_\_\_

**CERTIFICATE OF ORGANIZATION  
OF  
ASTRO THEATRE, LLC**

**ARTICLE 1  
NAME**

The name of this limited liability company is Astro Theatre, LLC (the "Company").

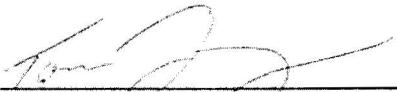
**ARTICLE 2  
DESIGNATED OFFICE**

The Company's designated office in Nebraska is 222 S. 15<sup>th</sup> Street, 1404S, Omaha, Nebraska 68102.

**ARTICLE 3  
REGISTERED AGENT**

The name of the registered agent of the Company is Christopher Erickson, 222 S. 15<sup>th</sup> Street, 1404S, Omaha, Nebraska 68102.

IN WITNESS WHEREOF, this Certificate of Organization has been executed by the undersigned, effective as of the 24 day of June, 2019.



---

M. Thomas Langan, II, Organizer

# LIMITED LIABILITY COMPANY (LLC)

NEBRASKA LIQUOR CONTROL COMMISSION  
301 CENTENNIAL MALL SOUTH  
PO BOX 95046  
LINCOLN, NE 68509-5046  
PHONE: (402) 471-2571  
FAX: (402) 471-2814  
EMAIL: [llc.frontdesk@nebraska.gov](mailto:llc.frontdesk@nebraska.gov)  
WEBSITE: [www.llc.nebraska.gov](http://www.llc.nebraska.gov)

License  
Class: \_\_\_\_\_

License Number: \_\_\_\_\_

RECEIVED

JUL 10 2023

NEBRASKA LIQUOR  
CONTROL COMMISSION

## INSTRUCTIONS

1. All members and spouses must be listed
2. Managing/Contact member and all members holding over 25 % shares of stock and their spouse (if applicable) must sign the signature page of the application
3. Managing/Contact member and all members holding over 25% interest and their spouses must submit fingerprints. See Form 147 for further information
4. Attach copy of Articles of Organization

## Name of Limited Liability Company that will hold license as listed on the Articles of Organization

OMAHA LIVE LLC

Name of Registered Agent: **Josh Hunt**

LLC Address: **1520 Haskell Ave**

City: **Lawrence**

State: **KS**

Zip Code: **66044**

LLC Phone Number: **785-749-7475**

LLC Fax Number: **N/A**

## Name of Managing/Contact Member

Name and information of contact member must be listed on following page

Last Name: **Fortier**

First Name: **Jeff**

MI: \_\_\_\_\_

Home Address: **3130 Holly St**

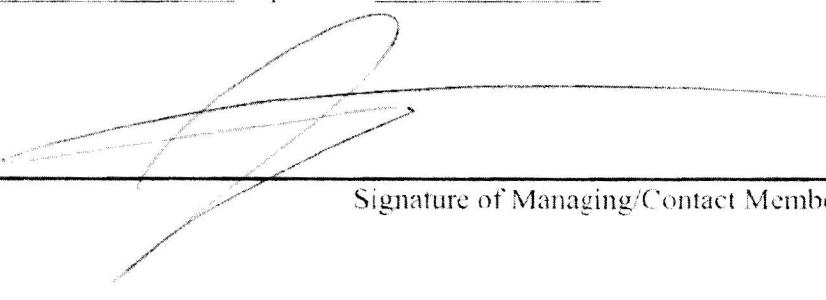
City: **Kansas City**

State: **MO**

Zip Code: **68104**

Home Phone Number: **785-550-8932**

Signature of Managing/Contact Member



List names of all members and their spouses (even if a spousal affidavit has been submitted)

Last Name: Fortier

First Name: Jeff

MI: \_\_\_\_\_

Spouse Full Name (indicate N/A if single): Sarah J Fortier \* Spouse

Percentage of member ownership 50%

---

Last Name: Hunt

First Name: Josh

MI: \_\_\_\_\_

Spouse Full Name (indicate N/A if single): Casey Chorice Hunt

Percentage of member ownership 50%

---

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Spouse Full Name (indicate N/A if single): \_\_\_\_\_

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Percentage of member ownership \_\_\_\_\_

---

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Spouse Full Name (indicate N/A if single): \_\_\_\_\_

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Percentage of member ownership \_\_\_\_\_

Is the applying Limited Liability Company owned 100% by another corporation/LLC?

YES  NO

If yes, Form 185 is required

Indicate the company's tax year with the IRS (Example January through December)

Starting Date: January Ending Date: December

Is this a Non Profit Corporation?

YES  NO

If yes, provide the Federal ID #. \_\_\_\_\_

**Limited Liability Company Articles of Organization****The name of the Limited Liability Company:**

Omaha Live LLC

File date: 12/15/2020

File time: 15:49:36

Business Entity ID Number: 9788183

**Registered Office in Kansas:**

- 1520 Haskell Ave
- Lawrence, Kansas
- 66044

**Name of the resident agent at the registered office:**

Josh Hunt

**Mailing address for official mail:**

- Omaha Live LLC
- 1520 Haskell Ave
- Lawrence, KS
- 66044 USA

**Name of the organizer(s):**

A&E Legal Services

I/We declare under penalty of perjury under the laws of the state of Kansas that the foregoing is true and correct.

Execution date: 12/15/2020

**The signature(s) of the organizer(s):**

Jade M Brown

Authorized agent for A&E Legal Services



I, Scott Schwab, Secretary of State of Kansas, do hereby certify that this is the true and correct copy of the original document filed electronically on 12/15/2020.

Scott Schwab

**Kansas Secretary of State**

Memorial Hall, 1st floor - 120 SW 10th Ave. - Topeka, Kansas 66612-1594  
phone: (785) 296-4564 - email: [kssos@ks.gov](mailto:kssos@ks.gov) - url: <https://sos.kansas.gov/>

# LIMITED LIABILITY COMPANY (LLC)

NEBRASKA LIQUOR CONTROL COMMISSION  
301 CENTENNIAL MALL SOUTH  
PO BOX 95046  
LINCOLN, NE 68509-5046  
PHONE: (402) 471-2571  
FAX: (402) 471-2814  
EMAIL: [lcc.frontdesk@nebraska.gov](mailto:lcc.frontdesk@nebraska.gov)  
WEBSITE: [www.lcc.nebraska.gov](http://www.lcc.nebraska.gov)

License  
Class: \_\_\_\_\_

License Number:  
\_\_\_\_\_

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JUL 10 2023

NEBRASKA LIQUOR  
CONTROL COMMISSION

## INSTRUCTIONS

1. All members and spouses must be listed
2. Managing/Contact member and all members holding over 25 % shares of stock and their spouse (if applicable) must sign the signature page of the application
3. Managing/Contact member and all members holding over 25% interest and their spouses must submit fingerprints. See Form 147 for further information
4. Attach copy of Articles of Organization

**Name of Limited Liability Company that will hold license as listed on the Articles of Organization**

Jamarcus Worldwide LLC

Name of Registered Agent: Dave Hohman

LLC Address: 6212 Maple Street

City: Omaha State: NE Zip Code: 68104-1004

LLC Phone Number: 402-208-9251 LLC Fax Number: \_\_\_\_\_

## Name of Managing/Contact Member

Name and information of contact member must be listed on following page

Last Name: Johnson First Name: James MI: L

Home Address: 9929 Broadmoor Road City: Omaha

State: NE Zip Code: 68114-4926 Home Phone Number: \_\_\_\_\_

Signature of Managing/Contact Member

List names of all members and their spouses (even if a spousal affidavit has been submitted)

Last Name: Johnson

First Name: James

MI: L

Spouse Full Name (indicate N/A if single):

Jessica L Johnson

\*SPouse

Percentage of member ownership 50%

Last Name: Leibowitz

First Name: Marc

MI: B

Spouse Full Name (indicate N/A if single): Janelle M Leibowitz

Percentage of member ownership 50%

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Spouse Full Name (indicate N/A if single): \_\_\_\_\_

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Percentage of member ownership \_\_\_\_\_

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Spouse Full Name (indicate N/A if single): \_\_\_\_\_

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Percentage of member ownership \_\_\_\_\_

Is the applying Limited Liability Company owned 100% by another corporation/LLC?

YES  NO

If yes, Form 185 is required

Indicate the company's tax year with the IRS (Example January through December)

Starting Date: January Ending Date: December

Is this a Non Profit Corporation?

YES  NO

If yes, provide the Federal ID #. \_\_\_\_\_

**CERTIFICATE OF ORGANIZATION  
OF  
JAMARCUS WORLDWIDE LLC**

THE UNDERSIGNED, acting pursuant to the Nebraska Uniform Limited Liability Company Act (the "Act"), hereby adopts the following Certificate of Organization:

**ARTICLE I  
Name**

The name of the limited liability company is JAMARCUS WORLDWIDE LLC (the "Company").

**ARTICLE II  
Purposes & Powers**

The purposes for which the Company is organized are to engage in any and all lawful purposes for which a limited liability company may be organized under the laws of the State of Nebraska. The Company shall have and exercise all powers and rights conferred upon a limited liability company by the Act and any enlargement of such powers conferred by subsequent legislative act.

**ARTICLE III  
Initial Designated Office**

The Company's initial designated office in Nebraska is 6212 Maple Street, Omaha, Nebraska 68104.

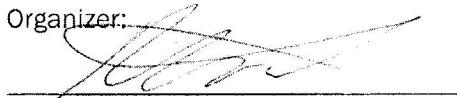
**ARTICLE IV  
Initial Agent for Service of Process**

The name of the Company's initial agent for service of process is David M. Hohman, and the address of the Company's initial agent for service of process in Nebraska is 10500 Regency Circle, Suite 200, Omaha, Nebraska 68114.

**ARTICLE V  
Operating Agreement**

The administration and regulation of the affairs of the Company shall be governed by a written Operating Agreement not inconsistent with this Certificate of Organization or the Act.

IN WITNESS WHEREOF, the undersigned, being the organizer of the Company, has executed this Certificate of Organization for the purposes of forming the Company under the Act as of 10 day of February, 2021.

Organizer:   
\_\_\_\_\_  
Marc Leibowitz

# MANAGER APPLICATION FORM 103

NEBRASKA LIQUOR CONTROL COMMISSION  
301 CENTENNIAL MALL SOUTH  
PO BOX 95046  
LINCOLN, NE 68509-5046  
PHONE: (402) 471-2571  
FAX: (402) 471-2814  
EMAIL: [lcc.frontdesk@nebraska.gov](mailto:lcc.frontdesk@nebraska.gov)  
WEBSITE: [www.lcc.nebraska.gov](http://www.lcc.nebraska.gov)

License  
Class: \_\_\_\_\_

License Number: \_\_\_\_\_

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NEBRASKA LIQUOR  
CONTROL COMMISSION

## **MANAGER MUST:**

- Be at least 21-years of age
- Complete all sections of the application.
- Form must be signed by a **member or corporate officer**
- Include Form 147 –Fingerprints are required
- Provide a copy of one of the following: US birth certificate, US Passport, naturalization papers OR legal resident documentation
- Be a resident of the state of Nebraska and if an US citizen be a registered voter in the State of Nebraska
- Spouse who will participate in the business, the spouse must meet the same requirements as the manager applicant:

Spouse who will not participate in the business

- Complete the Spousal Affidavit of Non Participation (Form 116). Be sure to complete both halves of this form.

## **CORPORATION/LLC INFORMATION**

Name of Corporation/LLC: The Astro Theater LLC

## **PREMISES INFORMATION**

Premises Trade Name/DBA: The Astro

Premises Street Address: 8302 City Centre Drive

City: La Vista County: Sarpy Zip Code: 68128

Premises Phone Number: 402-208-9251

Premises Email address: jim@onepercentproductions.com

## **SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER**

The individual whose name is listed as a corporate officer or managing member as reported or listed with the Commission.



**MANAGER INFORMATION**

Last Name: Johnson First Name: James MI: L  
Home Address: 9929 Broadmoor Road  
City: Omaha County: Douglas Zip Code: 68114 - 4926  
Home Phone Number: 402-208-9251

Email address: jim@onepercentproductions.com

Are you married? If yes, complete spouse's information (Even if a spousal affidavit has been submitted)

YES  NO

**Spouse's information**

Spouses Last Name: Johnson First Name: Jessica MI: L

**APPLICANT & SPOUSE MUST LIST RESIDENCE(S) FOR THE PAST TEN (10) YEARS****APPLICANT****SPOUSE**

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Omaha, NE	1974	2023	Omaha, NE	1982	2023

**MANAGER'S LAST TWO EMPLOYERS**

YEAR FROM	TO	NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2007	2023	Self Employed		

**1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.**

Must be completed by both applicant and spouse, unless spouse has filed an affidavit of non-participation.

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea, include traffic violations. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

YES       NO

If yes, please explain below or attach a separate page.

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted ( City & State)	Description of Charge	Disposition

2. Have you or your spouse ever been approved or made application for a liquor license in Nebraska or any other state?

YES       NO

IF YES, list the name of the premise(s):  
\_\_\_\_\_  
\_\_\_\_\_

3. Do you, as a manager, qualify under Nebraska Liquor Control Act (§53-131.01) and do you intend to supervise, in person, the management of the business?

YES       NO

4. List the alcohol related training and/or experience (when and where) of the person making application.

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)

\*For list of NLCC Certified Training Programs see [training](#)

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
James Johnson - Manager	2007	The Waiting Room
James Johnson - Manager	2014	Reverb
James Johnson - Manager	2022	The Admiral

5. Have you enclosed Form 147 regarding fingerprints?

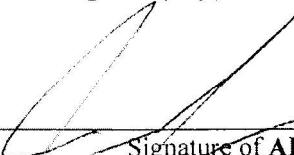
YES       NO

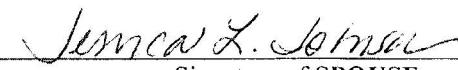
**PERSONAL OATH AND CONSENT OF INVESTIGATION**  
**SIGNATURE PAGE – PLEASE READ CAREFULLY**

The undersigned applicant(s) hereby consent(s) to an investigation of his/her background and release present and future records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant(s) and spouse(s) waive(s) any right or causes of action that said applicant(s) or spouse(s) may have against the Nebraska Liquor Control Commission, the Nebraska State Patrol, and any other individual disclosing or releasing said information. Any documents or records for the proposed business or for any partner or stockholder that are needed in furtherance of the application investigation of any other investigation shall be supplied immediately upon demand to the Nebraska Liquor Control Commission or the Nebraska State Patrol. The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate or fraudulent.

***Applicant Notification and Record Challenge:*** Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in FBI identification record. The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.

**Must be signed by applicant and spouse.**

  
\_\_\_\_\_  
Signature of **APPLICANT**  
James L. Johnson  
\_\_\_\_\_  
Printed Name of **APPLICANT**

  
\_\_\_\_\_  
Signature of **SPOUSE**  
Jessica L. Johnson  
\_\_\_\_\_  
Printed Name of **SPOUSE**

**SPOUSAL AFFIDAVIT OF  
NON PARTICIPATION INSERT**

NEBRASKA LIQUOR CONTROL COMMISSION  
301 CENTENNIAL MALL SOUTH  
PO BOX 95046  
LINCOLN, NE 68509-5046  
PHONE: (402) 471-2571  
FAX: (402) 471-2814  
Website: [www.lee.nebraska.gov](http://www.lee.nebraska.gov)

Office Use

**RECEIVED**

JUL 10 2023

**NEBRASKA LIQUOR  
CONTROL COMMISSION**

I acknowledge that I am the spouse of a liquor license holder. My signature below confirms that I will not have any interest, directly or indirectly in the operation of the business (§53-125(13)) of the Liquor Control Act. I will not tend bar, make sales, serve patrons, stock shelves, write checks, sign invoices, represent myself as the owner or **in any way participate in the day to day operations of this business in any capacity**. The penalty guideline for violation of this affidavit is cancellation of the liquor license.

I acknowledge that I am the applicant of the non-participating spouse of the individual signing below. I understand that my spouse and I are responsible for compliance with the conditions set out above. If, it is determined that my spouse has violated (§53-125(13)) the commission may cancel or revoke the liquor license.



Signature of **NON-PARTICIPATING SPOUSE**

**Sarah Fortier**

Print Name

missouri  
State of Nebraska, County of Jackson

The foregoing instrument was acknowledged before me

this 9<sup>th</sup> day of June 2023 (date)

by Sarah Fortier

Name of person acknowledged  
(Individual signing document)



Notary Public Signature

CHIANI PEARCE	
Notary Public-Notary Seal	
STATE OF MISSOURI	
Jackson County	
My Commission Expires 3/30/2026	
Commission # 22889371	



Signature of **APPLICANT**

**Jeff Fortier**

Print Name

missouri  
State of Nebraska, County of Jackson

The foregoing instrument was acknowledged before me

this 9<sup>th</sup> day of June 2023 (date)

by Jeffrey Fortier

Name of person acknowledged  
(Individual signing document)



Notary Public Signature

CHIANI PEARCE	
Notary Public-Notary Seal	
STATE OF MISSOURI	
Jackson County	
My Commission Expires 3/30/2026	
Commission # 22889371	

In compliance with the ADA, this spousal affidavit of non participation is available in other formats for persons with disabilities.  
A ten day advance period is requested in writing to produce the alternate format.

**SPOUSAL AFFIDAVIT OF  
NON PARTICIPATION INSERT**

NEBRASKA LIQUOR CONTROL COMMISSION  
301 CENTENNIAL MALL SOUTH  
PO BOX 95046  
LINCOLN, NE 68509-5046  
PHONE: (402) 471-2571  
FAX: (402) 471-2814  
Website: [www.lcc.nebraska.gov](http://www.lcc.nebraska.gov)

Office Use

**RECEIVED**

JUL 10 2023

**NEBRASKA LIQUOR  
CONTROL COMMISSION**

I acknowledge that I am the spouse of a liquor license holder. My signature below confirms that I will not have any interest, directly or indirectly in the operation of the business (§53-125(13)) of the Liquor Control Act. I will not tend bar, make sales, serve patrons, stock shelves, write checks, sign invoices, represent myself as the owner or **in any way participate in the day to day operations of this business in any capacity**. The penalty guideline for violation of this affidavit is cancellation of the liquor license.

I acknowledge that I am the applicant of the non-participating spouse of the individual signing below. I understand that my spouse and I are responsible for compliance with the conditions set out above. If, it is determined that my spouse has violated (§53-125(13)) the commission may cancel or revoke the liquor license.

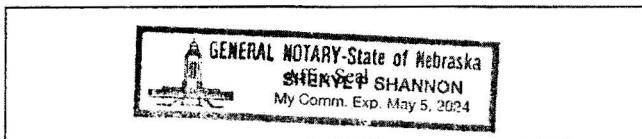
*Jessica Johnson*  
Signature of **NON-PARTICIPATING SPOUSE**

JESSICA L. JOHNSON  
Print Name

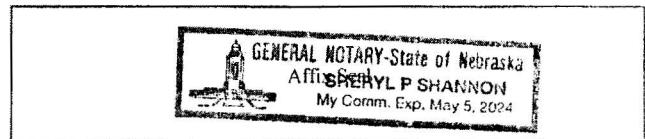
State of Nebraska, County of Douglas  
The foregoing instrument was acknowledged before me  
this 2 JUN 2023 (date)

by JESSICA JOHNSON  
Name of person acknowledged  
(Individual signing document)

*Sheryl P. Shannon*  
Notary Public Signature



In compliance with the ADA, this spousal affidavit of non participation is available in other formats for persons with disabilities  
A ten day advance period is requested in writing to produce the alternate format.



**PRIVACY ACT STATEMENT/  
SUBMISSION OF FINGERPRINTS /  
PAYMENT OF FEES TO NSP-CID**

NEBRASKA LIQUOR CONTROL COMMISSION  
301 CENTENNIAL MALL SOUTH  
PO BOX 95046  
LINCOLN, NE 68509-5046  
PHONE: (402) 471-2571  
FAX: (402) 471-2814  
Website: [www.lcc.nebraska.gov](http://www.lcc.nebraska.gov)

**RECEIVED**

JUL 10 2023

**NEBRASKA LIQUOR  
CONTROL COMMISSION**

On 10 July 2023 of the 2023 year

**THIS FORM IS REQUIRED TO BE SIGNED BY EACH PERSON BEING FINGERPRINTED:  
DIRECTIONS FOR SUBMITTING FINGERPRINTS AND FEE PAYMENTS:**

- FAILURE TO FILE FINGERPRINT CARDS AND PAY THE REQUIRED FEE TO THE  
NEBRASKA STATE PATROL WILL DELAY THE ISSUANCE OF YOUR LIQUOR LICENSE**
- Fee payment of \$45.25 per person **MUST** be made **DIRECTLY** to the Nebraska State Patrol;  
It is recommended to make payment through the **NSP PayPort** online system at [www.ne.gov/go/nsp](http://www.ne.gov/go/nsp)  
Or a check made payable to **NSP** can be mailed directly to the following address:  
**\*\*\*Please indicate on your payment who the payment is for (the name of the person being  
fingerprinted) and the payment is for a Liquor License\*\*\***

The Nebraska State Patrol – CID Division  
4600 Innovation Drive  
Lincoln, NE 68521

- Fingerprints taken at NSP LIVESCAN locations will be forwarded to NSP – CID  
***Applicant(s) will not have cards to include with license application.***
- Fingerprints taken at local law enforcement offices may be released to the applicants;  
***Fingerprint cards should be submitted with the application.***

***Applicant Notification and Record Challenge:*** Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. The procedures for obtaining a change, correction, or updating a FBI identification record are set forth in Title 28, CFR, 16.34.

\*\*\*\*Please Submit this form with your completed application to the Liquor Control Commission\*\*\*\*

Trade Name The Astro Theater LLC

Name of Person Being Fingerprinted: James L Johnson

Date fingerprints were taken: 10-13-2023

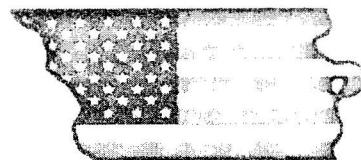
Location where fingerprints were taken: 4411 S 108th St Omaha

How was payment made to NSP?

**NSP PAYPORT**  **CASH**  **CHECK SENT TO NSP CK #** \_\_\_\_\_

My fingerprints are already on file with the commission – fingerprints completed for a previous application less than 2 years ago? YES

SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED



douglas county  
ELECTION COMMISSION

12220 W Center Rd

Omaha, Nebraska 68144

Phone: (402) 444 - VOTE (8683) • Fax (402) 444 - 4181

[www.votedouglascounty.com](http://www.votedouglascounty.com)

Brian W. Kruse, Election Commissioner

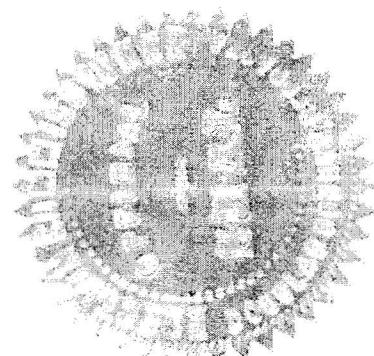
STATE OF NEBRASKA      }    SS  
COUNTY OF DOUGLAS      }

I, BRIAN W. KRUSE, Election Commissioner of Douglas County, Nebraska, do certify that James L. Johnson, now residing at 9929 Broadmoor, Omaha, Nebraska 68114, registered for voting in this office on 03/17/1992, stating under oath that he was born in Omaha, NE, and giving his birth date as 06/03/1974.

In testimony whereof, I have hereunto set my hand and caused to be affixed hereto, the seal of this office, in the City of Omaha, County of Douglas, State of Nebraska, this 6th day of June, 2023.

BRIAN W. KRUSE  
Election Commissioner of  
Douglas County, Nebraska

By Ruth Williams  
Deputy



BUSINESS PLAN  
FOR  
ASTRO THEATER, LLC

The applicant, ASTRO THEATER, LLC will operate as a venue for live music concerts. Additionally, the business plans to have managerial supervision during all open hours. Finally, sufficient staff will be a constant requirement.

## LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made and entered into as of the Effective Date (as hereinafter defined), by and between City Centre Music Venue, LLC, a Nebraska limited liability company ("Landlord") and Astro Theater, LLC, a Nebraska limited liability company ("Tenant"). The "Effective Date" shall be the date upon which the last of Landlord and Tenant have signed this Lease.

### ARTICLE 1 FUNDAMENTAL LEASE DEFINITIONS

1.1 Address of Landlord. City Centre Music Venue, LLC  
c/o City Ventures  
222 S. 15<sup>th</sup> Street, Suite 1404S  
Omaha, NE 68102  
Attn: Chris Erickson

1.2 Landlord's Broker. Not Applicable.

1.3 Address of Tenant. Astro Theater, LLC  
6212 Maple Street  
Omaha, NE 68104  
Attn: Jim Johnson

1.4 Tenant's Broker. Not Applicable.

1.5 Property Manager. Not Applicable.

1.6 Address of Property Manager. Not Applicable

1.7 Property. Lot 3, La Vista City Centre Replat Four, located in the SW & NW 1/4 Section 14, Township 14 North, Range 12 East of the 6<sup>th</sup> p.m. in Sarpy County, Nebraska.

1.8 Premises. The improvements located on the Property and more particularly described on the plan attached hereto as Exhibit "A", including all buildings (the "Buildings") and all fixtures, furniture and equipment located thereon (the "FF&E"). For the avoidance of doubt, all FF&E installed in the Premises shall be owned by Landlord and included as part of the Premises for Tenant's use during the Term of this Lease. In addition, the Premises shall consist of approximately 100,862 square feet, calculated as follows:

Square feet of Buildings (inclusive of outdoor concessions and VIP):

56,157 square feet

Square feet of Outdoor Music Venue:

Paved Area - 22,280 square feet

Seating Area - 1,700 square feet

Grass Area - 16,800 square feet

Stage – 3,925 square feet

1.9 Permitted Use. Tenant shall have the right to use the Premises as a Music Venue and event space, and for no other use without the prior consent of Landlord.

1.10 Trade name. Astro Theater

1.11 Initial Term. Twenty-Five (25) years

1.12 Extended Term Option(s). Two (2) options of Ten (10) years each

1.13 Lease Term Commencement Date. The Lease Term Commencement Date shall be the earlier of (i) thirty (30) days after Landlord delivers the Premises with Landlord's Work substantially completed (subject to punchlist items that can be completed within thirty (30) days) or (ii) the date when Tenant opens for business to the public. Within ten (10) days after the Lease Term Commencement Date, Landlord and Tenant will execute an addendum to the Lease to establish the Lease Term Commencement Date and Expiration Date.

1.14 Expiration Date. Twenty-Five (25) years after the Lease Term Commencement Date.

1.15 Base Rent. Commencing on the Lease Term Commencement Date and throughout the Term, as may be extended, Tenant shall pay Base Rent in the amount equal to the Debt Service for the Property for the applicable calendar year, which Base Rent shall be paid in equal monthly installments. "Debt Service" is defined to mean the cash that is required to cover the repayment of monthly interest and principal on the then current debt on the Property.

1.16 Percentage Rent. Tenant shall pay as Percentage Rent on an annual basis Landlord's share of the Final Distributed Cash (as defined in Section 4.6 below).

1.17 Security Deposit: None.

1.18 Lease Year. Each successive twelve (12) month period beginning on the Lease Term Commencement Date.

1.19 Opening and Operating Agreements. Tenant shall open for business in the Premises on or before thirty (30) days after the Lease Term Commencement Date and shall thereafter continuously occupy the Premises in accordance with Section 7.4 below.

1.20 Adjustment Period. Each calendar year occurring during the Term of this Lease.

1.21 Addenda/Exhibits. The exhibits listed below in this article are incorporated in this Lease by reference and are to be construed as part of this Lease:

- a. Exhibit "A" – Depiction of Premises
- b. Exhibit "B" – Work Agreement

## **ARTICLE 2 PREMISES**

2.1 Premises. Upon the conditions, limitations, covenants and agreements herein set forth, Landlord hereby leases to Tenant, and Tenant hereby accepts, hires and leases from Landlord, the Premises during the Term. Subject to the other provisions of this Lease, Landlord shall have the right, in its sole and absolute discretion, to modify the Property and/or the Building(s) from time to time, but in no event shall such modification substantially interfere with Tenant's use of the Premises. Landlord reserves to itself the use of the roof, exterior walls and the area above and below the Premises (other than roll-up doors and exterior doorways), together with the right to install, maintain, use, repair and replace pipes, ducts, conduits, wires and structural elements now or in the future leading through the Premises and which serve other parts of the Property.

2.2 CCRs. This Lease of the Premises is subject to easements, covenants and restrictions of record, including but not limited to, the terms and conditions of that certain Declaration of Easements, Covenants, Conditions, and Restrictions, dated December 1, 2016 and filed December 2, 2016, in Instrument Number 2016-31246, all with the Register of Deeds Office of Sarpy County, Nebraska, as amended (the "CCRs"). In the event of a conflict between this Lease and the CCRs, the CCRs shall govern. In addition, the Lease of the Premises is subject to all applicable building restrictions, planning and zoning ordinances, governmental rules and regulations and all other encumbrances, covenants, restrictions and easements affecting the Premises.

## **ARTICLE 3 TERM**

3.1 Initial Term. The Initial Term as provided in Article 1 of this Lease, subject to modification as hereinafter provided, together with any renewals or extensions thereof, are sometimes hereinafter referred to collectively as the "Term."

3.2 Commencement. The Initial Term as provided in Article 1 of this Lease, shall begin on the Lease Term Commencement Date.

3.3 Expiration. The Initial Term shall expire on the Expiration Date as provided in Article 1 of this Lease, unless sooner terminated in accordance with the provisions of this Lease.

3.4 Option to Renew. Subject to the condition that Tenant is not in default of the performance of any of the provisions of this Lease, Tenant shall have the option to renew this Lease as set forth in Article 1 above (the "Extended Term"), subject to all the same terms and conditions contained herein. Tenant shall exercise said option by providing Landlord written notice not less than three hundred sixty (360) days prior to the Expiration Date.

3.5 Acceptance of Premises. By taking possession of the Premises, Tenant accepts the Premises in its then "as is" condition and acknowledges that the Premises, the Building and the FF&E are in good and satisfactory condition at the time Tenant takes possession of the Premises. 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 for in this Lease and Landlord's Work Letter attached hereto and incorporated herein as Exhibit "B".

3.6 Possession. Tenant agrees that if for any reason Landlord is unable to deliver possession of the Premises to Tenant on the Lease Term Commencement Date, Landlord shall not be liable for any damage caused thereby, nor shall this Lease be void or voidable. If delivery of possession of the Premises to Tenant on the Lease Term Commencement Date is delayed by Landlord, the Term of this Lease shall not commence and the Rent (as hereinafter defined) which Tenant is obligated to pay hereunder shall not commence until possession of the Premises is delivered by the Landlord to Tenant. If completion of the Premises is delayed by reason of:

- a. any act or omission of Tenant or any of its employees, agents or contractors; or
- b. failure of Tenant to plan or execute Tenant's Work with reasonable speed and diligence; or
- c. changes by Tenant in its drawings or specifications or changes or substitutions requested by Tenant; or
- d. failure of Tenant to timely submit or approve drawings, plans or specifications,

then the Premises shall be deemed complete (and Tenant shall commence paying the rent pursuant to the terms hereof) on the date when it would have been completed but for such delay.

## ARTICLE 4 RENT

4.1 Base Rent. For each Lease Year during the Lease Term, and on a pro rata basis for any partial Lease Year, Tenant shall pay to Landlord a guaranteed base rent in the amount set forth as a Fundamental Lease Provision (the "Base Rent"). The Base Rent shall be payable in advance in equal monthly installments on the first day of each calendar month during the Lease Term. The monthly installment of Base Rent for any period during the Lease Term prior to the commencement of the first Lease Year and for any other period of less than a calendar month shall be prorated on a daily basis and shall be paid by Tenant to Landlord within five (5) days after the commencement of the period for which it is due.

4.2 Additional Rent. For each Lease Year during the Lease Term, and on a pro rata basis for any partial Lease Year, Tenant shall pay to Landlord, as Additional

Rent, any other money required to be paid pursuant to this Lease and all other sums of money or charges required to be paid by Tenant under this Lease, whether or not the same be designated "Additional Rent". If such amounts or charges are not paid at the time provided in this Lease, they shall nevertheless, if not paid when due, be collectible as Additional Rent with the next installment of rent thereafter falling due hereunder, but nothing herein contained shall be deemed to suspend or delay the payment of any amount of money or charge at the time the same becomes due and payable hereunder, or limit any other remedy of the Landlord.

4.3 Partial Month. If the Lease Term Commencement Date does not begin on the first day or end on the last day of a month, Rent for such partial month shall be prorated by multiplying the monthly Rent by a fraction, the numerator of which shall be the number of days of such partial month included in the Term and the denominator of which shall be the total number of days in the full calendar month. Base Rent, Additional Rent and Percentage Rent are sometimes hereinafter referred to collectively as "Rent."

4.4 Late Fees. In the event that Tenant fails to pay any installment of Rent within ten (10) days after its due date, Tenant shall also pay any late fees or penalties charged by Landlord's lender for failure to pay its Debt Service.

4.5 Recapture of Concessions. Tenant acknowledges and agrees that, in entering into this Lease, Landlord is relying upon receipt of all rent and other monies to become due with respect to all the Premises originally leased hereunder for the full initial Term in granting certain concessions to Tenant or the payment of any real estate broker commission or fee. Accordingly, Tenant agrees that Landlord's promise to pay Tenant a tenant improvement allowance and/or Landlord's payment of any lease commission or fee in connection with this Lease is expressly contingent on Tenant occupying the Premises and continuously operating for the Permitted Use for the entire initial Term. If Tenant's right to possession of the Premises shall be terminated, for any reason, as of any date prior to the expiration of the full initial Term, Tenant must immediately pay, as Additional Rent hereunder, Landlord all such sums that have been paid by Landlord to Tenant or on Tenant's behalf, or any rent or other fees that were left unpaid by Tenant.

4.6 Percentage Rent. In no event shall Tenant distribute any funds to its members, owners, partners or affiliates during each Lease Year until Tenant has paid Percentage Rent (as hereinafter defined). At least fifteen (15) days prior to the end of each Lease Year, after payment of all Base Rent, Additional Rent and any other Operating Expenses or other costs of Tenant related to the Premises, Tenant shall provide Landlord with (i) a written report of the remaining revenue being held by Tenant (the "Distributable Cash"), which report will include the total Distributable Cash and any portion of the Distributable Cash that Tenant reasonably determines is advisable to hold back to cover expenses for the Tenant related to the Premises for the next Lease Year (the "Holdback") and (ii) payment of the Percentage Rent, if applicable (as hereinafter defined). Should Tenant decide to distribute funds to its members, owners, partners, or affiliates, and should Distributable Cash less the Holdback (the "Final Distributable Cash"), equal a positive amount, then "Percentage Rent" will be Fifteen Percent (15%) of Gross Revenue (as defined below) less the Base Rent payments for the Lease Year. All remaining portions, if any, of the Final Distributable Cash shall be distributed by Tenant as it deems desirable.

4.7 Gross Revenue Reporting and Definition.

a. Tenant shall submit to Landlord, within sixty (60) days following the end of each month during the Lease Term (including the 60th day following the end of the Lease Term), a written statement, signed by Tenant and certified by Tenant to be true and correct, showing the amount of Gross Revenue during the each month. Tenant also shall submit to Landlord, on or before the 120<sup>th</sup> day following the end of each Lease Year (including the last Lease Year), a written statement signed by Tenant and certified by Tenant to be true and correct, setting forth the amount of Gross Revenue during such preceding Lease Year. The statements referred to in this section shall be in such form and contain such details as Landlord reasonably may require. The acceptance by Landlord of payments of Percentage Rent or reports thereon shall be without prejudice to and in no way shall constitute a waiver of Landlord's right to examine Tenant's books and records of its Gross Revenue and inventories of merchandise. "Gross Revenue", as used in this Lease, shall mean the aggregate dollar amount of (a) sales price of all goods, wares, and merchandise sold and the charges for all services performed by Tenant or anyone else in, at, or from the Premises, whether sold or performed for cash, for check, on credit, or other-wise, without reserve or deduction for any inability or failure to collect therefor, including but not limited to such sales and services (i) where the orders therefor originate at and are accepted by Tenant in the Premises, but delivery or performance thereof is made from or at any other place, (ii) pursuant to mail, telegraph, telephone, electronic, video, computer or the Internet, or other similar orders received or billed at or from the Premises, (iii) by means of mechanical or other vending devices, or (iv) as a result of transactions originating from any other source and which Tenant in the normal and customary course of its operations would credit or attribute to its business conducted in, at, or from the Premises; and (b) all moneys or other things of value received by Tenant from its business conducted in, at, or from the Premises which are neither included in nor excluded from Gross Revenue by the other provisions of this definition. "Gross Revenue" shall not include (i) the exchange of merchandise between stores of Tenant where such exchanges are made solely for the convenient operation of Tenant's business, (ii) returns to vendors or manufacturers, (iii) sales of fixtures and equipment after use thereof in the conduct of Tenant's business, (iv) cash or credit refunds made upon transactions included within Gross Revenue not exceeding the selling price of merchandise returned by the purchaser and accepted by Tenant, (v) any ticketing rebate(s) earned by Tenant in excess of \$2.50 per ticket, (vi) any ticketing right signing bonus(es) or advance(s), (vii) all costs associated with acquisition and fulfillment of sponsorships (i.e. only Net Sponsorship revenues included in Gross Revenues), (viii) any Net Sponsorship or other consideration received by Tenant that is contributed to Landlord or otherwise goes towards Tenant members' capital contributions in Landlord entity, or (ix) the amount of any city, county, state, or federal sales, luxury, or excise tax on such sales, which tax either is added to the selling price or absorbed therein and also is paid directly to the taxing authority by Tenant; provided, however, that no franchise or capital stock tax and no income or similar tax based upon income, profits, or gross revenue as such shall be deducted from Gross Revenue in any event whatsoever. Layaway payments shall be included in Gross Revenue at the times they are received.

**ARTICLE 5  
EXPENSES**

It is the intention of the parties and they hereby agree that this shall be an absolutely net lease, and except as expressly set forth herein, the Landlord shall have no obligation to provide

any services, perform any acts or pay any expenses, charges, obligations or costs of any kind whatsoever with respect to the Premises. Tenant hereby agrees to directly set up, manage, and pay all Operating Expenses, Insurance and all Real Estate Taxes (as defined in Sections 5.1, 5.2 and 13.1 below) and to provide evidence of such payments upon written request of Landlord.

5.1 Operating Expenses. Tenant shall be solely responsible for payment of all Operating Expenses in connection with the Premises. "Operating Expenses" are defined as the total cost and expense incurred, during each Lease Year, in managing, operating, equipping, lighting, repairing, replacing and maintaining the Premises, including the Buildings and FF&E, and all other portions of the Property, as well as all charges and assessments under the CCRs applicable to the Property.

5.2 Real Estate Taxes. "Real Estate Taxes" are defined to include the following:

- a. any real estate taxes, fees, assessments (including, but not limited to, any local improvement district assessments), or other charges assessed against the Property and any improvements thereon;
- b. all personal property taxes on personal property used in connection with the Property and related structures and the FF&E;
- c. any and all taxes, assessments, license fees, and public charges levied, assessed, or imposed, and which become payable during the Term hereof upon all improvements made to the Premises, over and above the Building shell, whether installed by Landlord or Tenant;
- d. any and all environmental levies or charges now in force affecting the Property or any portion thereof, or which may hereafter become effective, including, but not limited to, parking taxes, levies, or charges, employer parking regulations, and any other parking or vehicular regulations, levies, or charges imposed by any municipal, state or federal agency or authority;
- e. any other taxes levied or assessed in addition to, as a replacement, alteration, or substitute for, or in lieu of such real or personal property taxes;
- f. any and all fees reasonably paid by Landlord in its opposition of tax assessments that are directly related to the Premises and/or the Property;
- g. any expenses incurred in connection with any requirement subsequent to the date hereof for changes at the Property so as to comply with then existing laws, ordinances or codes imposed by federal, state or local governmental authorities, together with any and all fees reasonably incurred by Landlord in its opposition to any such regulations; and
- h. all new and increased assessments, taxes, fees, levies and charges relating to the Property shall be included within the definition of "Impositions" for the purposes of this Lease.

Real Estate Taxes shall exclude: (i) federal, state or local income taxes, (ii) franchise, gift, transfer, excise, capital stock, estate, succession or inheritance taxes, and (iii) penalties or interest for late payment of Real Estate Taxes.

5.3 Payment By Landlord. In the event Tenant fails to pay any Operating Expenses, Insurance or Real Estate Taxes prior to delinquent, subject to reimbursement as provided under this Article 5, Landlord may at Landlord's discretion pay such Operating Expenses, Insurance or Real Estate Taxes before delinquency. In such event, Tenant shall remit payment to Landlord within ten (10) days after receiving Landlord's written statement setting forth the amount of delinquent expenses. Tenant's failure to pay Landlord within the ten-day period shall entitle Landlord to the same remedies it has upon Tenant's failure to pay Rent.

5.4 Personal Property Tax. Before delinquency, Tenant shall pay to the appropriate taxing authority taxes assessed during the Term against the FF&E and any additional trade fixtures or personal property placed by Tenant in the Premises. If these taxes are assessed against the Building, Tenant shall pay its share of the taxes to Landlord within ten (10) days after receiving Landlord's written statement setting forth the amount of taxes applicable to Tenant's property and the basis for the charge to Tenant. Tenant's failure to pay Landlord within the ten-day period shall entitle Landlord to the same remedies it has upon Tenant's failure to pay Rent.

5.5 Utilities. Tenant shall pay for all gas, water, electricity, telephone, and other utility services used or consumed in or about or furnished to the Premises during the Lease Term and shall pay all sewer use fees or similar charges made or imposed with respect to or against the Premises during the Lease Term. Tenant shall hold Landlord and the Premises harmless from all liens, charges, and costs with respect to such items. Tenant agrees that it will not install any equipment which will exceed or overload the capacity of any utility facilities serving the Premises and that if any equipment installed by Tenant requires additional utility facilities, such additional utility facilities shall be installed at Tenant's expense in accordance with plans and specifications approved in writing in advance by Landlord. Landlord shall not be liable for any interruption in the supply of any utilities to the Premises or for any damage caused either to the electrical system or to Tenant's equipment in the Premises by any power surge. Landlord does not guarantee the availability of any utilities. If Landlord provides any of such utility services to Tenant because they are not or cannot be separately metered or billed to Tenant, then Tenant shall pay to Landlord, within ten (10) days after receiving a statement therefor from Landlord, Tenant's equitable share of the billing received by Landlord for such utility service, which share shall be determined by Landlord in its sole discretion taking into account such factors, including but not limited to the nature of Tenant's business, as Landlord reasonably may consider to be appropriate.

## ARTICLE 6 COMPLIANCE WITH LAWS

Tenant shall comply with all applicable laws, ordinances, codes and insurance company requirements in connection with the Premises and use of the Building, including but not limited to the following, (i) laws and rules regarding the physical condition of the Premises and (ii) laws and rules regarding the use of the Premises and with which only the occupant can comply, such as laws governing maximum occupancy, zoning and use restrictions, workplace smoking and

illegal business operations, such as gambling. Tenant shall comply with all recorded covenants, restrictions and conditions, including the CCRs, and will not violate any restrictions set forth therein. Tenant shall be responsible for all costs of complying with the Americans with Disabilities Act and all similar laws and regulations within the Premises, including the removal of barriers which do not necessitate the removal or modification of load-bearing walls.

## ARTICLE 7 PERMITTED USES; PROHIBITIONS

7.1 Permitted Uses. Tenant may use the Premises solely for the purpose set forth in Article 1 above and for no other purpose without the prior written consent of Landlord.

7.2 Operation of Business. Tenant shall not conduct auction sales, fire sales, vacancy sales, or "going out of business" sales in or from the Premises without written consent of Landlord, nor shall Tenant use or permit the use of vending machines inside the Premises (except for exclusive use of employees) or outside the Premises. Tenant shall not conduct business promotions on the sidewalks or parking lot of Landlord's Parcel, without Landlord's prior written consent. Tenant shall (a) conduct its business in the entire Premises; (b) remain open for business during customary business days and hours for similar businesses in the city or trade area where the Building is located and also shall remain open on such days and for such hours as Landlord generally may require of businesses in the Building; (c) adequately staff its store with sufficient employees to handle the maximum amount of business and carry a stock of merchandise of such size, character, and quality as may be necessary to accomplish such maximum amount of business; (d) keep its display windows and signs, if any, well lighted during all business hours; (e) keep the Premises and both the exterior and interior portions of windows, doors, and other glass or plate glass fixtures therein in neat, clean, sanitary, and safe conditions; (f) warehouse, store, or stock only such goods, wares, and merchandise in the Premises as Tenant intends to offer for sale at retail in the Premises; (g) neither solicit business nor distribute advertising matter in the Common Areas; (h) not place any excessive weight upon the floor of the Premises; and (i) use the insignia or other identifying mark of the Building (if any) designated by Landlord in Tenant's advertising, whether printed or visual, and make reference to the name of the Building in each instance of audio advertising without Landlord's prior written consent. Tenant shall not conduct its business in the Premises under any name other than the trade name set forth as in Article 1 of this Lease without first obtaining Landlord's written consent to such change of trade name.

7.3 Prohibitions. Tenant shall not do or permit anything to be done in or about the Premises nor bring or keep anything therein which will in any way increase the existing rate of or affect any fire or other insurance upon the Building or any of its contents, or cause a cancellation of any insurance policy covering said Building or any part thereof or any of its contents. Tenant shall not 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 or occupants of the Building or injure or annoy them (including unreasonable noise or odor) or their use of the Building or allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose, nor shall Tenant cause, maintain or permit any nuisance in, on or about the Premises. Tenant shall not commit or allow to be committed any waste in or upon the Premises. Tenant shall

have an affirmative obligation to design the Premises and the improvements within the Premises in such a manner as to avoid excessive noise, odor or other disturbances to the other tenants or invitees of the Building. Tenant shall not commit or allow to be committed any waste in or upon the Premises. Landlord shall have the right to impose restrictions or penalties on Tenant in the event Landlord determines, in its sole discretion, that Tenant has violated the provisions of this Section 7.3.

7.4 Continuous Occupancy. Tenant agrees continuously throughout the Lease Term to occupy the Premises and to conduct its business therefrom during all normal business hours and Tenant's failure to comply with the preceding provisions of this sentence shall constitute a default under this Lease. Notwithstanding the foregoing, in the event Tenant does not occupy the Premises and conduct its business therefrom due to a casualty, remodeling or renovation (not to exceed three (3) months) or a closure or shutdown mandated by applicable governmental bodies, then Tenant shall not be in default of this Section 7.4.

7.5 Signs and Advertising. In order to provide architectural control for the Premises, Tenant may install, at Tenant's expense, only such exterior signs, marquees, billboards, outside lighting fixtures and/or other decorations on the Premises as shall have been approved in advance and in writing by Landlord. Landlord agrees that Tenant may install signage of the quality and style typical for comparable facilities on the project monument signage and in the front windows of the Theater building. The care and maintenance of all such approved signs shall be the sole responsibility of Tenant. Landlord shall have the right to remove any such sign or other decoration and fully restore the exterior of the Premises at the cost and expense of Tenant if any such exterior work is done without Landlord's prior written approval. Upon the expiration or earlier termination of this Lease, Tenant shall remove any such sign or decoration and fully restore the exterior of the Premises, at Tenant's sole cost and expense.

## ARTICLE 8 TENANT'S COVENANTS

8.1 Maintenance and Repair. The parties hereby agree that Landlord shall be responsible for exterior building maintenance limited to structural, façade and roofing components. Tenant shall be directly responsible for paying all other repair, maintenance, replacement and other Operating Expenses for the Premises, including the Buildings and all FF&EE. Tenant, at its sole cost and expense, shall at all times throughout the Term, maintain all other portions of the Premises, including the Buildings and the FF&E, together with all appurtenances thereto wherever located (ordinary wear and tear excepted), including but not limited to the following: repairs, maintenance, replacement and repairs with respect to the pavement, parking lot and sidewalks, heating, ventilation and air conditioning ("HVAC"), plumbing, glass, electrical, power generator(if applicable), battery backup, card access for the doors for the Building(s), door hardware, locks and keys, video monitoring systems, alarm systems, common area utilities, utilities for the Building(s), janitorial services, landscaping, maintenance services, security services, snow removal, water, sewer and garbage, insurance, property taxes and assessments, and any third party property management fees incurred in the operation and management of the Premises. Tenant shall also keep and maintain in good order and condition any special equipment, fixtures or facilities serving the Premises. Tenant shall also repair

(or, at the election of Landlord, shall reimburse Landlord for the repair of) any damage to the structural portions of the Building, roof and Premises resulting from Tenant's negligent acts or omissions or those of anyone acting or claiming under Tenant, or resulting from the failure of Tenant or anyone claiming under Tenant to perform or observe the covenants or conditions in this Lease, contained or resulting from alterations, additions or improvements to the Premises made by Tenant or anyone claiming under or acting through Tenant. The obligation to repair shall also include the obligation to replace when necessary or appropriate.

**8.2 Use, Waste, Nuisance, Etc.** Tenant shall not injure, overload, deface or commit waste in the Premises or any part of the Building, nor permit the occurrence of any nuisance therein or the emission therefrom of any objectionable noise or odor, nor use the Premises for any purpose other than the Permitted Use set forth in Section 7.1 nor use or permit any use which is liable to invalidate or increase the premium for any insurance on the Building or its contents or which is liable to render necessary any alterations or additions to the Property. Subject to the right of Landlord to approve in advance the locations of any heavy equipment, Tenant shall not place a load upon the Premises exceeding an average rate of 80 pounds live load per square foot of floor area.

**8.3 Rules and Regulations.** Tenant and Landlord shall endeavor in good faith to create reasonable rules and regulations pertaining to the care and use of the Premises and the Building that are consistent with the Permitted Use prior to the Lease Term Commencement Date (hereinafter "Rules and Regulations").

**8.4 Indemnification.**

a. Tenant waives all claims against Landlord, its agents and employees for loss, theft or damage to equipment, furniture, records and other property on or about the Premises, for loss or damage to Tenant's business or for death or injury to persons on or about the Premises or the Building, except to the extent caused by the gross negligence or willful misconduct of Landlord, its agents or employees. Tenant shall indemnify and hold harmless Landlord from and against any and all claims arising from Tenant's use of the Premises or from the conduct of its business or from any activity, work, or other things done, permitted or suffered by the Tenant on or about the Premises, and shall further indemnify and hold harmless Landlord from and against any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any act or negligence of the Tenant, or any officer, agent, employee, guest or invitee of Tenant, and from all costs, attorneys' fees, and liabilities incurred in or about the defense of any such claim, action or proceeding brought thereon and in case any action or proceeding be brought against Landlord by reason of such claim, Tenant upon notice from Landlord shall defend the same at Tenant's sole cost and expense and by counsel reasonably satisfactory to Landlord. In addition to the foregoing, Landlord may repair any damage to the Building or to the improvements on the Land caused by Tenant's employees, agents, independent contractors, or invitees (including damage and breakage occurring when Tenant's property is being moved into or out of the Building) and Landlord may recover all actual and reasonable costs and expenses thereof from Tenant as Additional Rent.

b. Landlord or its agents shall not be liable for any loss or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity,

water or rain which may leak from any part of the Building or from the pipes, appliances, or plumbing works therein or from the roof, street or subsurfaces or from any other place resulting from dampness or any other cause whatsoever, unless caused by or due to the negligence of Landlord, its agents, servants or employees. Tenant shall give prompt notice to Landlord in case of casualties or accidents in the Premises.

8.5 Entry for Repairs and Inspections. Tenant shall permit Landlord and Landlord's agents to enter and examine the Premises at reasonable times (upon reasonable advance notice to Tenant, and subject to Tenant's security requirements) and if Landlord shall so elect, to perform any repairs or other work permitted by Landlord by Article 22.

8.6 Alterations, Additions, Heavy Equipment, Etc. Tenant shall not make any alterations, additions or improvements on or to the Premises, including, but not limited to penetration of the roof, nor erect or paint any sign or other identification on any exterior window or other exterior surface of the Premises or the Building without obtaining Landlord's prior written consent. To the extent any such alterations, additions or improvements are authorized by Landlord, all such alterations, additions and improvements shall be performed by contractors or mechanics approved by Landlord, provided, however, that Tenant must use Landlord's roofing contractor for any roof penetrations to assure warranty of the roof. Tenant further covenants and agrees that all work done by Tenant shall be performed in full compliance with all laws, rules, orders, ordinances, directions, regulations and requirements of all governmental or regulatory bodies and agencies. Tenant shall also pay all costs for such alterations, additions and improvements including any alterations, additions or improvements to the Premises required by any governmental agency during the Term of this Lease. Any signage, whether temporary or permanent, shall be subject to Landlord's prior written consent and shall further conform to all applicable laws, regulations and ordinances. Tenant shall be responsible for the cost of erecting and maintaining any signage, and for ensuring conformance as aforesaid. Upon termination or expiration of this Lease, Tenant shall be responsible for removing any and all signs and repairing any damage caused by such removal. Tenant shall not bring into or install in the Premises any safes, or bulky or heavy furnishings, equipment or machines without the prior written approval of Landlord as to methods of transportation and installation. Landlord may prohibit the installation of any such items if the weight of any such item would exceed the weight limits or load-bearing capacities of the Building's floors, elevators, etc.

8.7 Surrender and Lien for Rent. Upon the expiration or termination of this Lease, Tenant agrees to (i) surrender the Premises and all keys to the Premises to Landlord, together with all alterations, improvements and other property as provided elsewhere herein, in good order, condition and repair, ordinary wear and tear excepted and (ii) return and surrender the FF&E to Landlord, in good condition, normal wear and tear excepted, free and clear of any lien, security interest, claim or encumbrance of any kind. Tenant shall, at its sole cost and expense, at the time of such expiration or termination, remove any personal property which Tenant, at its sole cost and expense, installed after the Lease Term Commencement Date with Landlord's approval or any FF&E or other personal property that Landlord, in its sole discretion, has directed Tenant to remove, making any repairs to the Premises and other areas necessitated by such removal and leaving the Premises in broom clean condition. If Tenant fails to remove any of such goods, effects and fixtures, Landlord

may have them removed forcibly, if necessary, and store any of Tenant's property in a public warehouse at the risk of Tenant; the expense of such removal, storage and reasonable repairs necessitated by such removal shall be borne by Tenant or reimbursed by Tenant to Landlord.

8.8 Payment for Tenant Work. Tenant shall promptly pay when due the entire cost of any work undertaken by Tenant in the Premises, including equipment, furnishings and fixtures, so that the Premises shall always be free of liens for labor and materials. Tenant shall obtain all permits or licenses for such work. Tenant shall also indemnify and save Landlord harmless from and against all injury, loss, claims, liens or damage to any person or property occasioned by or arising from such work. If any mechanic's, materialmen's or construction lien (which terms shall include any and all similar liens relating to the furnishing of labor and materials) is filed against the Building or any part thereof which is claimed by the filing party to be attributable to Tenant, its agents, employees or contractors, Tenant shall promptly discharge the same by payment thereof or filing any necessary bond.

8.9 Financial Reports. Upon Landlord's request, Tenant shall provide Landlord with a copy of Tenant's most recent financial and operating statements, including balance sheets. Tenant further agrees to provide Landlord with bank references upon Landlord's request.

## **ARTICLE 9 SUBLETTING AND ASSIGNMENT**

Tenant shall not assign this Lease nor sublet the Premises in whole or in part, and shall not permit Tenant's interest in this Lease to be vested in any third party by operation of law or otherwise, without the prior written consent of Landlord. The sale or transfer of ownership or of a controlling interest in the stock of Tenant shall constitute an assignment or a subletting under this Lease. Notwithstanding the foregoing, Landlord's consent shall not be required for: (i) a merger, consolidation, reorganization or similar transaction with a related or unrelated entity, (ii) a transfer to a parent corporation, controlled subsidiary, affiliate or related entity, (iii) any other assignment to a corporation or entity which assumes Tenant's obligations and either controls or is controlled by or under common control with Tenant or (iv) the sale of all or substantially all of the stock or assets of Tenant in a single or series of related transactions, or (each, a "Permitted Transfer"). In the event of any subletting of the Premises or assignment of the Lease by Tenant with or without Landlord's consent, including a Permitted Transfer, Tenant shall remain responsible and liable to Landlord for payment of the Rent stipulated herein and for the full and timely performance of all other covenants and conditions contained herein. In connection with a requested Assignment or Sublease, Tenant shall pay to Landlord an administrative fee of \$1,000.00 for reviewing, processing and/or documenting any request Assignment or Sublease, whether or not Landlord's consent is granted. Landlord may consider any factor it deems relevant in determining whether to withhold consent including, but not limited to, the following: (a) financial strength of the new tenant, (b) identity and business character of the new tenant, (c) nature and legality of the proposed use of the Premises.

## **ARTICLE 10 FORCE MAJEURE**

If Landlord, as the result of any (i) strikes, lockouts or labor disputes; (ii) inability to obtain labor, materials, fuel, electricity, services or reasonable substitutes therefore; (iii) acts of

God, civil commotion, fire or other casualty; (iv) governmental action of any kind; or (v) other conditions similar to those enumerated in this Article 10 which are beyond Landlord's reasonable control, fails punctually to provide any service or to perform any obligation on its part to be performed hereunder, then, unless otherwise expressly provided, such failure shall be excused and not be a breach hereunder, but only to the extent occasioned by such event.

## ARTICLE 11 EMINENT DOMAIN

11.1 Taking/Condemnation by Governmental Authority. If all of the Premises shall be taken or condemned by a governmental or quasi governmental authority for any public or quasi public use or purpose (including a sale under threat of such a taking or condemnation), this Lease shall terminate on the date title thereto vests in the governmental or quasi-governmental authority, and all Rent payable hereunder shall be apportioned as of such date. If more than a substantial part (as hereinafter defined) but less than all of the Premises shall be taken or condemned by a governmental or quasi-governmental authority for any public or quasi-public use or purpose (including a sale under threat of such a taking or condemnation), Landlord shall have the right to terminate this Lease by giving Tenant thirty (30) days prior written notice of such termination, in which event all Rent payable hereunder shall be apportioned as of the date title vests in the governmental or quasi-governmental authority. If less than a substantial part of the Premises is taken or condemned by any governmental or quasi-governmental authority for any public or quasi-public use or purpose (including a sale under threat of such a taking or condemnation), or if Landlord fails to terminate this Lease according to the preceding sentence, this Lease shall continue in full force and effect. For purposes of this Article 11, a substantial part of the Premises shall be considered to have been taken or condemned if more than twenty five percent (25%) of the Premises are rendered unusable as a result of such taking or condemnation.

11.2 Awards and Damages. All awards, damages and other compensation paid by the condemning authority on account of such taking or condemnation (or sale under threat of such a taking or condemnation) shall belong to Landlord, and Tenant hereby assigns to Landlord all rights to such awards, damages to the Premises, the value of the unexpired term of the Lease, the loss of profits or goodwill, leasehold improvements or severance damages. Nothing contained herein, however, shall prevent Tenant from pursuing a separate claim against the condemning authority for the value of furnishings, equipment and trade fixtures installed in the Premises at Tenant's expense and for relocation expenses, provided that such claim shall in no way diminish the award or compensation payable to or recoverable by Landlord in connection with such taking or condemnation.

## ARTICLE 12 DAMAGE BY FIRE OR CASUALTY

12.1 Repair or Restoration. If during the Term of this Lease the Buildings or the Premises, or any portion thereof, shall be damaged by fire or other insured casualty, Landlord shall commence repair or restoration within thirty (30) days of such damage or destruction and shall diligently pursue such repair and restoration to completion unless this Lease is terminated as provided herein. To the extent not covered by insurance obtained by Landlord in accordance with Article 13, Landlord

shall pay the cost to repair any damage or destruction to the Building or the Premises caused by the negligence or willful misconduct of Landlord, its agents or employees. To the extent not covered by insurance obtained by Landlord in accordance with Article 13, Tenant shall pay the reasonable cost of repair of any damage or destruction of the Building or the Premises caused by the negligence or willful misconduct of Tenant, its employees, agents or visitors. The cost of repair of the Building or the Premises shall include a reasonable overhead and profit charge by Landlord. Tenant shall vacate such portion of the Premises as Landlord reasonably requires to enable Landlord to repair the Premises or the Building

12.2 Termination by Landlord. Notwithstanding anything to the contrary contained in this Lease, if the proceeds of insurance are insufficient to pay for the repair of any damage or destruction to the Premises or the Building, or if the Premises or the Building are damaged or destroyed to an extent which may not be repaired within one hundred eighty (180) days after the commencement of repair, as determined by Landlord, Landlord shall have the option to terminate this Lease by giving Tenant written notice of such termination; provided, however, the notice must be delivered to Tenant within sixty (60) days of such damage or destruction. Any termination of this Lease pursuant to this Section 12.2 shall be effective as of the date of the damage or destruction.

12.3 Abatement of Rent. If the Premises are damaged or destroyed by fire or other insured casualty not caused by the negligence or willful misconduct of Tenant, its agents, employees or visitors, the Rent shall abate until such damage or destruction is repaired in proportion to the reduction of the area of the Premises useable by Tenant. If, however, the damage or destruction is the result of the willful conduct or negligence or failure to act of Tenant, its agents, contractors, employees or invitees, there shall be no abatement of Rent as otherwise provided in this Section 12.3.

### ARTICLE 13 INSURANCE; WAIVERS OF SUBROGATION

13.1 Tenant Insurance. Tenant shall, at all times during the Term, at its sole cost and expense, procure and maintain in full force and effect a policy or policies of commercial general liability insurance coverage assuring against loss, damage or liability for injury or death to persons and loss or damage to property occurring from any cause whatsoever in connection with the Premises or Tenant's use thereof. Such liability insurance shall be in amounts not less than Two Million Dollars (\$2,000,000) per occurrence and in the aggregate, Two Million Dollars (\$2,000,000) combined single limit coverage (and, if the use and occupancy of the Premises include any activity or matter that is or may be excluded from coverage under a commercial general liability policy (e.g., the sale, service, or consumption of alcoholic beverages), Tenant shall obtain such endorsements to the commercial general liability policy or otherwise obtain insurance to insure all liability arising from such activity or matter in such amounts as Landlord may reasonably require). Such insurance policy shall have a deductible of Ten Thousand Dollars (\$10,000) or less. Such insurance shall also cover and include all signs maintained by Tenant hereunder. Landlord and Property Manager shall be named as an additional insured (and at Landlord's option, any other persons, firms or corporations designated by Landlord shall be additionally named as insured parties) under each such policy of

insurance. Each such party shall be designated as an additional insured under ISO endorsement CG 20 10 1185 or such other comparable endorsement upon Landlord's reasonable request. Tenant shall also cover contractual liability insurance that is sufficient to cover Tenant's indemnity obligations hereunder if such contractual liability insurance is not already included in Tenant's commercial general liability insurance policy. Tenant shall, at all times during the Term, at its sole cost and expense, procure and maintain in full force and effect property insurance covering not less than one hundred percent (100%) of the current replacement value of all tenant improvements and alterations and betterments in the Premises made by Tenant, including without limitation, the Tenant's Improvements, and furniture, fixtures, and personal property therein. Such insurance shall also cover and include all exterior signs maintained by Tenant hereunder and shall include coverage for plate glass.

13.2 Landlord Insurance. Landlord shall procure and maintain fire and extended coverage insurance with a reliable insurer upon the Building in an amount equal to the full replacement cost of those building components normally covered by standard fire and extended coverage insurance policies. In addition, Landlord may maintain any other insurance reasonably necessary to protect the Building and the Property and all such insurance shall be deemed an Operating Expense and reimbursed by Tenant within thirty (30) days after submittal of a receipt.

13.3 Certificate of Insurance. A certificate issued by the insurance carrier or legal representative for each policy of insurance required to be maintained by Tenant hereunder shall be delivered to Landlord and all other named insureds on or before the Lease Term Commencement Date or earlier occupancy and thereafter, as to policy renewals, within thirty (30) days prior to the expiration of the term of each such policy. Each certificate of insurance and each such policy of insurance required to be maintained by Tenant hereunder shall be in form and substance reasonably satisfactory to Landlord and shall expressly evidence insurance coverage as required by this Lease and shall contain an endorsement or provision requiring not less than thirty (30) days' prior written notice to Landlord and all other named insureds of the cancellation, non-renewal, or amendment of the applicable policy. Any proposed diminution in the perils insured against, or reduction of the amount of coverage of the particular policy in question, initiated by either the insurer, or by the Tenant shall require not less than thirty (30) days' prior written notice to Landlord. All such insurance policies shall be in form reasonably satisfactory to Landlord, and shall be issued by insurance carriers having an A.M. Best rating of at least A-VIII or higher who are authorized to transact business in the State of Nebraska. If Tenant fails to comply with the foregoing insurance requirements or to deliver to Landlord the certificates or evidence of coverage required herein, Landlord, in addition to any other remedy available pursuant to this Lease or otherwise, may, but shall not be obligated to, obtain such insurance, and Tenant shall pay to Landlord on demand the premium costs thereof, plus an administrative fee of fifteen percent (15%) of such cost.

13.4 Waiver of Recovery Rights. The parties hereto waive any and all rights of recovery from the other, their respective partners, officers, agents, and employees for any injury or loss, including consequential loss or damage, caused by any peril or perils (including negligent acts) enumerated in each form of insurance policy actually carried by such waiving party or deemed to be carried by such waiving party; provided however, that this release shall not be applicable to the portion of any damage that is not reimbursable by the damaged party's insurer because of the deductible. For

purposes of this Section 13.4, Landlord and Tenant shall be deemed to be carrying any insurance policies that they are required to carry, pursuant to Sections 13.1 and 13.2, but are not actually carrying.

13.5 Waiver of Subrogation. Each policy of insurance provided for in this Section 13 shall contain an express waiver of any and all rights of subrogation thereunder whatsoever against the insured party, its partners, officers, agents and employees, to the extent of the insurance coverage required under this Lease. All such policies shall be written as primary policies and not contributing with or in excess of the coverage, if any, which such party may carry. Any other provision contained in this Section or elsewhere in this Lease notwithstanding, the amounts of all insurance required hereunder to be paid by a party shall be not less than an amount sufficient to prevent the other party from becoming a co-insurer.

#### **ARTICLE 14 DISPLAY OF PREMISES**

Tenant covenants and agrees that for the period of six (6) months prior to the expiration of this Lease, Landlord shall have the right to show the Premises and all parts thereof to prospective tenants, at reasonable times, upon reasonable advance notice, at Tenant's reasonable convenience, and subject to Tenant's security requirements. Landlord shall have the right to install and display "For Lease" or "For Sale" signage on the Building at any time during the Term.

#### **ARTICLE 15 TERMINATION FOR DEFAULT OR INSOLVENCY**

15.1 Default or Breach. Each of the following events shall constitute a default or a breach of this Lease by Tenant:

- a. If Tenant fails to pay Landlord any Rent or other payments when due hereunder;
- b. If Tenant vacates or abandons the Premises;
- c. If Tenant files a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, or voluntarily takes advantage of any such act by answer or otherwise, or makes an assignment for the benefit of creditors;
- d. If involuntary proceedings under any bankruptcy or insolvency act shall be instituted against Tenant, or if a receiver or trustee shall be appointed of all or substantially all of the property of Tenant, and such proceedings shall not be dismissed or the receivership or trusteeship vacated within thirty (30) days after the institution or appointment; or
- e. If Tenant fails to perform or comply with any other term or condition of this Lease and if such nonperformance shall continue for a period of thirty (30) days after notice thereof by Landlord to Tenant, time being of the essence.

15.2 Effect of Default. In the event of any default or breach hereunder, in addition to any other right or remedy available to Landlord, either at law or in equity, Landlord may exert any one or more of the following rights:

a. Landlord may re-enter the Premises immediately and remove the property and personnel of Tenant, and shall have the right, but not the obligation, to store such property in a public warehouse or at a place selected by Landlord, at the risk and expense of Tenant.

b. Landlord may retake the Premises and may terminate this Lease by giving written notice of termination to Tenant. Without such notice, Landlord's retaking will not terminate the Lease. On termination, Landlord may recover from Tenant all damages proximately resulting from the breach, including the cost of recovering the Premises (including attorneys' fees, costs of litigation and the like), and the difference between the Rent due for the balance of the Term, including amounts required to be paid by Tenant for taxes, insurance, costs of maintenance, repairs, and other operating expenses of the Premises, as though the Lease had not been terminated, and the reasonable rental value of the Premises, which sum shall be immediately due Landlord from Tenant.

c. Landlord may retake and relet the Premises or any part thereof for any term without terminating this Lease, at such Rent and on such terms as Landlord may choose. Landlord may make alterations and repairs to the Premises. In addition to Tenant's liability to Landlord for breach of this Lease, Tenant shall be liable for all expenses of the reletting (including reasonable advertising fees, brokerage commissions, tenant allowances and the like), for any alterations and repairs made, and for the Rent due for the balance of the Term including amounts required to be paid by Tenant for taxes, insurance, costs of maintenance, repair and other operating expenses of the Premises, which sum shall be immediately due Landlord from Tenant. The amount due Landlord will be reduced by the net rent received by Landlord during the remaining Term of this Lease from reletting the Premises or any part thereof. If during the remaining term of this Lease Landlord receives more than the amount due Landlord under this sub section, Landlord shall pay such excess to Tenant, but only to the extent Tenant has actually made payment pursuant to this sub-section.

15.3 Recovery of Damages. Nothing herein shall limit or prejudice the right of Landlord to pursue and obtain in a proceeding for bankruptcy, insolvency, arrangement or reorganization, by reason of the termination of this Lease, an amount equal to the maximum allowed by a statute or rule of law in effect at the time such proceeding is commenced which governs the proceeding in which damages are to be proved, whether or not the amount is greater, equal to or less than the amount of the actual loss or damage which Landlord has suffered, including reasonable attorney's fees.

## ARTICLE 16 SUBORDINATION AND MORTGAGEE APPROVAL

16.1 This Lease shall be subject and subordinate to any mortgage, deed of trust or ground lease that may now exist or hereafter be placed upon the Building and/or the Land by Landlord, and to any and all advances to be made under such mortgages or deeds of trust and to the interest thereon, and all renewals, extensions

and consolidations thereof; provided that any such mortgagee, beneficiary under a deed of trust or ground lessor may elect at any time during the Term of this Lease to have this Lease deemed a prior lien to its mortgage, deed of trust or ground lease and in the event of such election and upon notification by such mortgagee, beneficiary under a deed of trust or ground lessor to Tenant to that effect, this Lease shall be deemed prior in lien to the said mortgage, deed of trust or ground lease. This Article 17 shall be self operative, but in confirmation thereof, Tenant shall execute and deliver whatever instruments may be reasonably required to acknowledge such subordination or priority in recordable form within ten (10) business days after demand in writing. If any foreclosure of any mortgage or deed of trust encumbering the Building and/or the Land shall occur, Tenant shall, if so requested, attorn to the purchaser and execute such subordination, attornment and nondisturbance agreements as may be reasonably required by Landlord or any other purchaser or lender.

### **ARTICLE 17 HOLDOVER**

17.1 If Tenant remains in the Premises after the termination of this Lease, such holding over shall be as a Tenant at Will or Tenant by the month (requiring thirty (30) days notice of termination by either party to the other) at a rent equal to the product of 1.50 multiplied by the Rent then due under Articles 4 and 5, and otherwise subject to all the covenants and conditions of this Lease as though it had originally been a monthly tenancy. Notwithstanding the foregoing, if Landlord desires to regain possession of the Premises promptly after the expiration of this Lease and prior to acceptance of Rent for any period thereafter, Landlord may, at its option, and upon not less than thirty (30) days prior written notice to Tenant forthwith re enter and take possession of the Premises or any part thereof. Thereupon, Landlord shall be entitled to recover possession of the Premises from Tenant without being deemed guilty of any manner of trespass.

### **ARTICLE 18 ESTOPPEL CERTIFICATE**

18.1 At Landlord's request, on the Lease Term Commencement Date and from time to time thereafter, Tenant agrees to execute and deliver to Landlord within ten (10) days after Landlord's written request therefore a certificate (in such form as may be provided consistent with the provisions of this Article 18) which acknowledges tenancy of the Premises and recites such other facts concerning any provision of this Lease or payments made under this Lease which a mortgagee or lender or prospective mortgagee or lender or a purchaser or prospective purchaser of the Building and/or Land or any interest therein may reasonably request.

### **ARTICLE 19 NO WAIVER; NO ACCORD AND SATISFACTION**

19.1 No Waiver. The failure of Landlord or of Tenant to seek redress for the violation of, or to insist upon the strict performance of any term, covenant or condition of this Lease or, the failure of Landlord to enforce the Rules and Regulations for the Premises and the Building (as the same may now exist or are hereafter promulgated or modified by Landlord), shall not be deemed a waiver of such violation or breach nor

shall the failure of Landlord to enforce any of said Rules and Regulations against any other tenant in the Building be deemed a waiver of any such Rules or Regulations. The receipt by Landlord of Rent with knowledge of a violation or breach of any covenant or condition of this Lease or of the Rules and Regulations shall not be deemed a waiver of such violation or breach by Landlord, unless such waiver is in writing and signed by Landlord. No consent or waiver, expressed or implied, by Landlord or Tenant to or of any violation or breach of any agreement or duty shall be construed as a waiver or consent to or of any other violation or breach of the same or any other agreement or duty.

19.2 No Accord and Satisfaction. No acceptance by Landlord of a lesser sum than the Rent then due shall be deemed to be other than on account of the earliest installment of such Rent due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installments and to pursue any other remedy provided in this Lease or by law.

## **ARTICLE 20 NOTICES**

20.1 Any notice, approval and other like communication hereunder from Landlord to Tenant or from Tenant to Landlord shall be given in writing and shall be deemed duly served if delivered in person or mailed by registered or certified mail, return receipt requested, first-class, postage prepaid, or delivered by Federal Express or a comparably reliable national air courier service, provided that any such courier service provides written evidence of delivery. Any such notice or communication shall be addressed, if to the Tenant, to the Address of Tenant and, if to the Landlord, at the Address of Landlord with a copy to Property Manager at the Address of Property Manager, or at such other addresses as either party may from time to time designate by written notice to the other.

## **ARTICLE 21 LANDLORD'S RIGHT TO CURE**

21.1 At any time upon not less than ten (10) days prior written notice to Tenant, Landlord may, but need not, cure any failure by Tenant to perform its obligations under this Lease. Whenever Landlord chooses to do so, all costs and expenses incurred by Landlord in curing any such failure, including, without limitation, reasonable attorneys fees together with interest on the amount of costs and expenses so incurred at the annual rate for late Rent described in Section 4.6 above, shall be paid by Tenant. If Tenant refuses or fails to pay such costs and expenses within thirty (30) days after receiving notice from Landlord regarding such costs and expenses, the costs and expenses shall be deemed Additional Rent payable under Article 5.

## **ARTICLE 22 QUIET ENJOYMENT**

22.1 Landlord covenants with Tenant that, so long as Tenant pays the Rent and all other charges provided for herein, Tenant shall peaceably hold and enjoy the Premises during the full term of this Lease and any extension or renewals thereof

upon paying the Rent and performing its covenants herein contained, subject only to terms of this Lease and any interest of record to which this Lease may be or become subject and subordinate.

### **ARTICLE 23 ASSIGNMENT FOR FINANCING**

23.1 If, at any time or times, Landlord assigns this Lease or the Rents payable hereunder to the holder of any mortgage or deed of trust on the Premises, the Building or the Land, or to any other party for the purpose of securing financing (the holder of any such mortgage or deed of trust and any other such finance party are collectively referred to herein as the "Financing Party"), whether such assignment is conditional in nature or otherwise, such assignments to the Financing Party shall not be deemed an assumption by the Financing Party of any obligations of Landlord hereunder unless such Financing Party shall, by written notice to Tenant, specifically assume the obligations of the Landlord under this Lease. In furtherance of the foregoing, Tenant hereby agrees to enter into such agreements or instruments as may, from time to time, be requested in confirmation of the foregoing.

### **ARTICLE 24 PREPARATION OF PREMISES**

24.1 Landlord's Work. Landlord shall perform all work in accordance with this Lease and Landlord's obligations set forth in Exhibit "B" in accordance with Landlord's plans and specifications ("Landlord's Work") at Landlord's cost and expense. Landlord shall obtain all certificates and approvals necessary with respect to Landlord's Work; provided, however, if Landlord is unable to obtain any such certificates or approvals with respect to Landlord's Work as a result of the fact that Tenant's Work (as hereinafter defined) has not yet been completed, Tenant shall thereafter be obligated to obtain the same, at its sole cost and expense, as soon as possible. Other than Landlord's Work, all work done by Landlord at Tenant's written request shall be paid for within thirty (30) days after the presentation to Tenant of a bill for such work. Acceptance of possession of the Premises by Tenant shall be conclusive evidence that Landlord's Work to the date of possession has been fully performed in the manner required. Any items of Landlord's Work which are not completed as of delivery of possession of the Premises shall be identified by Tenant on a punch list to be submitted to Landlord within thirty (30) days after such delivery, and Landlord shall thereafter complete the same. Any items of Landlord's Work which are not timely identified on such a punch list, shall be deemed completed. All work other than Landlord's Work to be carried out and completed in the Premises is the responsibility of Tenant. Except for Landlord's Work, as defined herein, Tenant hereby accepts the condition of the Premises in its current condition "as-is".

### **ARTICLE 25 MISCELLANEOUS**

25.1 Entire Agreement. This Lease contains the entire agreement between the parties hereto, and any agreement hereafter or heretofore made shall not operate to change, modify, terminate, or discharge this Lease in whole or in part unless such agreement is in writing and signed by both Landlord and Tenant. Landlord has made

no representations or promises with respect to the Premises except as are herein expressly set forth.

25.2 Binding Effect. This Lease and the covenants and conditions herein contained shall inure to the benefit of and be binding upon Landlord, its successors and assigns, and shall be binding upon Tenant, its successors and assigns, and shall inure to the benefit of Tenant and only such assignees of Tenant as are permitted under Article 9 above.

25.3 Brokers. Tenant and Landlord each represent and warrant to the other that it has dealt with no real estate brokers or salesmen with respect to this Lease other than Landlord and Tenant's Broker, each as identified in Article 1 of this Lease. Each party shall indemnify and hold the other harmless against and from all liabilities arising from any such claims caused or incurred by it (including without limitation, the cost of attorneys' fees in connection therewith) other than fees payable to Landlord and Tenant's Broker which shall be paid by Landlord pursuant to separate agreements.

25.4 Validity and Enforcement of Lease. In the event any provision in this Lease is held invalid by any court of competent jurisdiction, the remaining provisions in this Lease shall be deemed severable and shall remain in full force and effect. Either party may, at its option, in addition to any of the rights given by this indenture, enforce any provision of this Lease in accordance with the laws of the State of Nebraska or of the United States of America governing the relation of Landlord and Tenant, with the same force and effect as though the right to enforce such provision were herein specifically set forth.

25.5 Attorney's Fees. In the event any legal action is necessary or required by either party as a result of the alleged failure of the other party to comply with the terms of this Lease, the non prevailing party shall pay to the prevailing party, in addition to any other relief which may be granted, the prevailing party's costs of litigation, including but not limited to reasonable attorney's fees, travel costs, transcription costs and other expenditures necessitated by the litigation. If the parties cannot agree upon the amount of such costs, they shall request the court to determine the proper amount. This provision shall apply to matters submitted to arbitration as well as to litigation.

25.6 Headings. The section headings appearing herein are for the convenience of the parties only, and do not affect, define, limit, or construe the contents of the various Articles in this Lease.

25.7 Time. Time is of the essence of this Lease and each and all of its provisions in which performance is a factor.

25.8 Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

25.9 Sale of Premises by Landlord. In the event of any sale of the Premises by Landlord, Landlord shall be and is hereby entirely freed and relieved from all liability under any provision contained herein, arising out of any act, occurrence or

omission occurring after the consummation of such sale; and the purchaser at such sale or any subsequent sale of the Premises shall be deemed, without any further agreement between the parties or their successors in interest or between the parties and any such purchaser, to have assumed and agreed to carry out any and all of the covenants and obligations of the Landlord under this Lease.

25.10 Gender. It is further understood that if more than one join in the execution hereof, or may be of the feminine, masculine or neuter gender, the pronouns and relative words herein used shall be read and understood as if written in plural, masculine or neuter, respectively.

25.11 Choice of Law. This Lease shall be governed by and construed in accordance with the laws of the State of Nebraska.

**[Remainder of This Page Intentionally Left Blank.  
Signature Page Follows.]**

IN WITNESS WHEREOF, the Landlord and Tenant hereby affirm this Lease as their true act and deed as of the day and year first above written.

LANDLORD

City Centre Music Venue, LLC,  
a Nebraska limited liability company

By: 

Name: CHRISTOPHER L. ERICKSON

Title: MANAGER

Date: \_\_\_\_\_

TENANT

Astro Theater, LLC,  
a Nebraska limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

IN WITNESS WHEREOF, the Landlord and Tenant hereby affirm this Lease as their true act and deed as of the day and year first above written.

LANDLORD

City Centre Music Venue, LLC,  
a Nebraska limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

TENANT

Astro Theater, LLC,  
a Nebraska limited liability company

By:  \_\_\_\_\_

Name: John Johnson \_\_\_\_\_

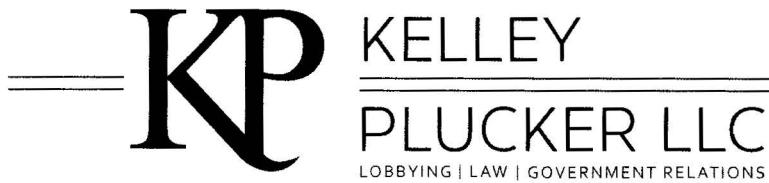
Title: Administrative Manager \_\_\_\_\_

Date: 8-30-21 \_\_\_\_\_

**EXHIBIT "B"**

**Work Letter**

***(To be inserted upon mutual agreement of final plans for the Premises)***



**ATTORNEYS AT LAW**

**MICHAEL A. KELLEY (NE)**

**SEAN P. KELLEY (NE)**

**JULIA PLUCKER (NE)**

**TOM KELLEY (1919-1989)**

July 5, 2023

Nebraska Liquor Control Commission  
301 Centennial Mall South  
P.O. Box 95046  
Lincoln, Nebraska 68509

RE: ASTRO THEATER, LLC

To whom it may concern:

Enclosed please find an application for liquor license for the above referenced applicant. As done with previous applications, I am submitting fingerprints for the managing member of each LLC which were paid for. They sent prints for the others which I have included, but were not paid for. If you would like those to be processed as well please let me know, so I can submit payment.

If you have any questions or concerns, please don't hesitate to contact me. I can be reached at 402-397-1898 or nikki@kelleypucker.com.

Sincerely,

A handwritten signature in black ink that reads 'Nikki Conner'.

Nikki Conner  
*Legal Assistant*