

**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 LINCOLN'S CITY CENTRE, LLC DBA THE CITY PUB IN LA VISTA, NEBRASKA.

WHEREAS, Lincoln's City Centre, LLC dba The City Pub, 7861 Main St, Ste L, 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 Lincoln's City Centre, LLC dba The City Pub, 7861 Main St, Ste L, La Vista, Sarpy County, Nebraska.

PASSED AND APPROVED THIS 1ST DAY OF AUGUST 2023.

CITY OF LA VISTA

\_\_\_\_\_  
Douglas Kindig, Mayor

ATTEST:

\_\_\_\_\_  
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 City Pub Manager App.

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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 Gabriel M. Sullivan. 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.

**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:**

**125855**

JUN 28 2023

NEBRASKA LIQUOR  
CONTROL COMMISSION

**Office Use Only**

## NEW / REPLACING

**TOP Yes / No**

Hot List Yes/No

**Initial:**

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** Lincoln's City Centre, LLC

**TRADE (DBA) NAME** The City Pub

**PREVIOUS TRADE (DBA) NAME** None

**CONTACT NAME AND PHONE NUMBER** Gabriel M. Sullivan, 402-681-4030

**CONTACT EMAIL ADDRESS** gsullivan1221@gmail.com

CTG

7-1-2033

Need phone #

Box Vd  
2nd floor 2 Hb cannot read  
Dimensions bc or pass  
Lease Tenant should  
be "Lincoln City Centre"  
Lease Signature  
Business Plan

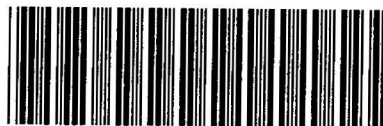
Office use only.

PAYMENT TYPE

AMOUNT

RECEIVED

DATE DEPOSITED



2300006664

FORM 100  
REV 12/7/2022  
PAGE 1

# 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 Lauren Kintner Phone Number 402-350-3397

Firm Name City Ventures

Email address lkintner@city-ventures.com

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

**PREMISES INFORMATION**Trade Name (doing business as) The City PubStreet Address 7861 Main Street, Suite LCity La Vista County Sarpy 59 Zip Code 68128 ✓Premises Telephone number awaiting issuanceBusiness e-mail address info@thecitypublavista.com

Is this location inside the city/village corporate limits

YES

X

NO

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

Check if same as premises

Name The City PubStreet Address 7861 Main Street, Suite LCity La Vista State NE Zip Code 68128**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, ARCHITECT OR CONSTRUCTION DRAWINGS

PROVIDE LENGTH X WIDTH IN FEET (NOT SQUARE FOOTAGE)

INDICATE THE DIRECTION OF NORTH

Building length 90 x width 110 in feet2nd floor70 X 26Is there a basement? Yes \_\_\_\_\_ No X If yes, length \_\_\_\_\_ x width \_\_\_\_\_ in feetIs there an outdoor area? Yes X, 2 areas No \_\_\_\_\_ If yes, length see diagram x width see diagram in feet+

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

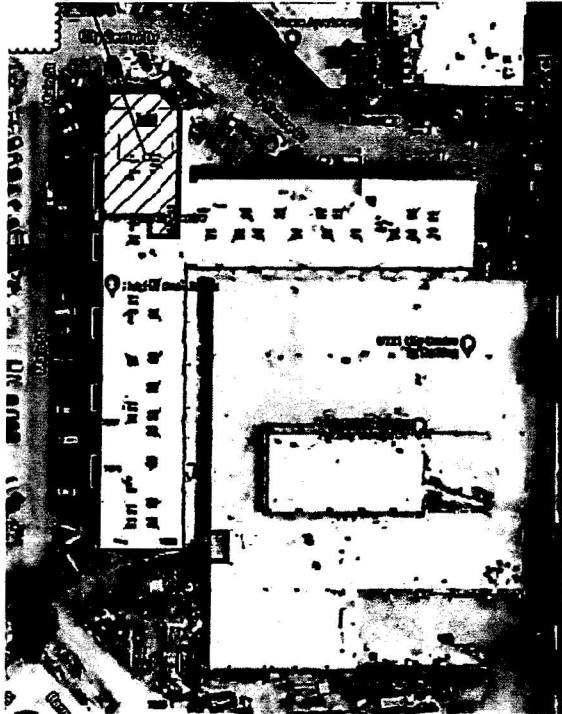
Number of floors of the building 2**PROVIDE DIAGRAM OF AREA TO BE LICENSED BELOW OR ATTACH SEPARATE SHEET**

1. Description and Diagram of area to be licensed

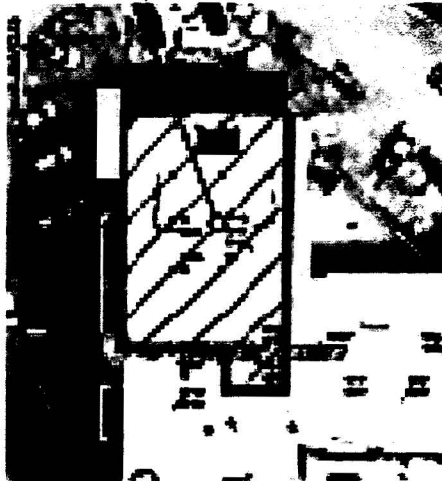
- a. Two-story restaurant with a 1<sup>st</sup> floor and second floor bar. Small outdoor patio fenced with seating outside of main entrance on the ground floor. Larger outdoor patio with seating on the second floor. The primary purpose of this business is a full service restaurant with bar offerings.

2. Diagram of area to be licensed

- a. Highlighted in PINK – 10,530/sqft (includes patio space + bldg.; bldg. is 90 ft wide x 110 ft length)



- b. Yellow area represents ground floor patio – 400/sqft (10 feet width x 40 feet length)  
Blue area represents second floor patio – 1500/sqft (50 feet width x 30 feet length)



## 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) Dundee Bank & Northstar Leasing

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.

Dundee Bank, Christopher L. Erickson

11. 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.

Applicant: Dead President's Group, LLC; Tradename: Leighton's Pub, 4630 Leighton Avenue, Lincoln, NE 68504

License #: 124624

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)
Gabriel M. Sullivan	06/23/2023	Responsible Beverage Service Training of Nebraska

Experience

Applicant Name/Job Title	Date of Employment	Name & Location of Business

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 July 1, 2033  
☐ Deed  
☐ Purchase Agreement

14. When do you intend to open for business? August 1, 2023

15. What will be the main nature of business? Full Service Restaurant

16. What are the anticipated hours of operation? Mon-Thurs: 11AM-10PM; Fri & Sat: 11AM - 12AM; Sun: 10AM-9PM

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	
Gabriel Sullivan: Omaha, NE	2013	2023	Romona Sullivan: Omaha, NE	2013	2023

If necessary, attach a separate sheet

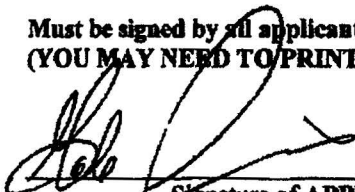
**PERSONAL OATH AND CONSENT OF INVESTIGATION**  
**SIGNATURE PAGE – PLEASE READ CAREFULLY**

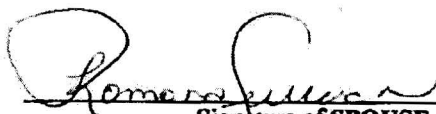
The undersigned applicant(s) hereby consent(s) to an investigation of his/her background and release present and future records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant(s) and spouse(s) waive(s) 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  
**Gabriel M. Sullivan**  
\_\_\_\_\_  
Printed Name of APPLICANT

  
\_\_\_\_\_  
Signature of SPOUSE  
**Romona D. Sullivan**  
\_\_\_\_\_  
Printed Name of SPOUSE

\_\_\_\_\_  
Signature of APPLICANT  
\_\_\_\_\_  
Printed Name of APPLICANT

\_\_\_\_\_  
Signature of SPOUSE  
\_\_\_\_\_  
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.lcc.nebraska.gov


Office Use



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.

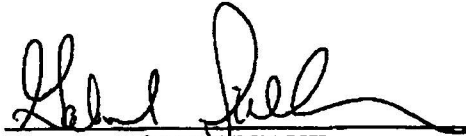


I acknowledge that I am the applicant of the non-participating spouse of the individual signing below. I understand that my spouse and I are responsible for compliance with the conditions set out above. If, it is determined that my spouse has violated (§53-125(13)) the commission may cancel or revoke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



Signature of **NON-PARTICIPATING SPOUSE**

Ramona Sullivan  
Print Name



Signature of **APPLICANT**

GABRIEL SULLIVAN  
Print Name

State of Nebraska, County of Douglas

The foregoing instrument was acknowledged before me

this 06/28/2023 (date)

by Ramona Sullivan

Name of person acknowledged  
(Individual signing document)



Notary Public Signature

State of Nebraska, County of Douglas

The foregoing instrument was acknowledged before me

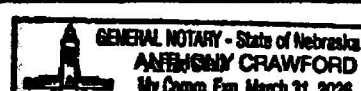
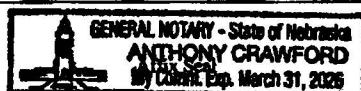
this 06/28/2023 (date)

by Gabriel Sullivan

Name of person acknowledged  
(Individual signing document)



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.

# Nebraska Secretary of State

## LINCOLN'S CITY CENTRE LLC

Mon Jul 3 11:47:31 2023

**SOS Account Number**

2109281596

**Status**

Active

**Principal Office Address**

222 S 15TH ST STE 1404S

OMAHA, NE 68102

USA

**Registered Agent and Office Address**

CAPITOL CORPORATE SERVICES, INC.

1125 S. 103RD STREET

STE 800

OMAHA, NE 68124

**Designated Office Address**

222 S. 15TH ST. #1404S

OMAHA, NE 68102

**Nature of Business**

Not Available

**Entity Type**

Domestic LLC

Qualifying State: NE

**Date Filed**

Sep 28 2021

**Next Report Due Date**

Jan 01 2025

### Filed Documents

Filed documents for LINCOLN'S CITY CENTRE 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	Sep 28 2021	\$0.90 = 2 page(s) @ \$0.45 per page	<a href="#">Purchase Now</a>
Biennial Report	Mar 30 2023	\$0.45 = 1 page(s) @ \$0.45 per page	<a href="#">Purchase Now</a>
Proof of Publication	May 10 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

# Nebraska Secretary of State

## CITY VENTURES RESTAURANT GROUP, LLC

Mon Jul 3 11:54:15 2023

**SOS Account Number**

2304207282

**Status**

Active

**Principal Office Address**

No address on file

**Registered Agent and Office Address**

CAPITOL CORPORATE SERVICES, INC.

1125 S. 103RD STREET

STE 800

OMAHA, NE 68124

**Designated Office Address**

222 S. 15TH ST., STE. 1404S, OMAHA, NE 68102

OMAHA, NE 68102

**Nature of Business**

Not Available

**Entity Type**

Domestic LLC

Qualifying State: NE

**Date Filed**

Apr 18 2023

**Next Report Due Date**

Jan 01 2025

### Filed Documents

Filed documents for CITY VENTURES RESTAURANT GROUP, 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	Apr 18 2023	\$0.90 = 2 page(s) @ \$0.45 per page	<a href="#">Purchase Now</a>
Proof of Publication	May 15 2023	\$0.45 = 1 page(s) @ \$0.45 per page	<a href="#">Purchase Now</a>

### Good Standing Documents

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**Online Certificate of Good Standing with Electronic Validation****\$6.50**

# 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: \_\_\_\_\_

## 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

**Lincoln's City Centre LLC**

Name of Registered Agent: Capitol Corporate Services, Inc., 1125 S. 103rd St, #800, Omaha, NE 68124

LLC Address: 222 S. 15th Street, #1404<sup>Ste</sup> South

City: Omaha State: NE Zip Code: 68102 + 1680

LLC Phone Number: 402-902-4025 LLC Fax Number: 402-896-8060

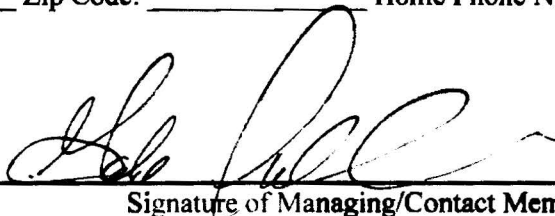
## Name of Managing/Contact Member

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

Last Name: Sullivan First Name: Gabriel MI: M.

Home Address: 3506 S. 201st Circle City: Omaha

State: NE Zip Code: 68130 + 5094 Home Phone Number: 402-681-4030



Signature of Managing/Contact Member

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

Last Name: Sullivan First Name: Gabriel MI: M.

Social Security Number: [REDACTED]

Spouse Full Name (indicate N/A if single): Romona D. Sullivan

Spouse Social Security Number: [REDACTED]

Percentage of member ownership Vice-President, 0%

*\*Spouse*

---

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 \_\_\_\_\_

---

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 #. \_\_\_\_\_

**CONTROLLING CORPORATION  
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

Office Use

**Attach copy of Articles as filed with the Nebraska Secretary of State - §53-126**

**Name and address of the controlling corporation of the applying corporation**

Controlling Corporation Name: City Ventures Restaurant Group, LLC

Controlling Corporation Address: 222. South 15th Street, #1404S

City: Omaha State: NE Zip Code: 68102

**Provide the names of the top four officer/members of the controlling corporation**

1. Full Name: Christopher L. Erickson

Job Title: Member

2. Full Name: Daniel R. White

Job Title: Member

3. Full Name: Gabriel M. Sullivan

Job Title: Vice-President

4. Full Name: \_\_\_\_\_

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

**CERTIFICATE OF ORGANIZATION  
OF  
LINCOLN'S CITY CENTRE LLC**

**The undersigned hereby form a limited liability company pursuant to the Nebraska Uniform Limited Liability Company Act, Section 21-101 to 21-197 of the Nebraska Revised Statutes, as amended from time to time (the "Act").**

**ARTICLE I  
NAME**

**The name of the limited liability company shall be Lincoln's City Centre LLC.**

**ARTICLE II  
INITIAL DESIGNATED OFFICE**

**The address of the Company's initial designated office is 222 S. 15<sup>th</sup> Street 1404s, Omaha, Nebraska 68102 or at such other place as the Members of the Company may from time to time designate.**

**ARTICLE III  
INITIAL REGISTERED OFFICE AND AGENT**


**The name of the initial agent for service of process is: Capitol Corporate Services, Inc. The street and mailing address of the initial agent for service of process is: 1125 S. 103<sup>rd</sup> St. STE 800, Omaha, Nebraska 68124.**

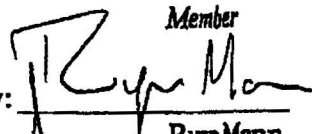
**{SIGNATURES ON NEXT PAGE}**

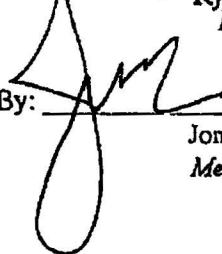
IN WITNESS WHEREOF, the undersigned has executed this Certificate of Organization on  
September 17, 2021.

**AUTHORIZED SIGNATORIES ON  
BEHALF OF AUTHORIZED MEMBER  
DEAD PRESIDENT'S GROUP LLC**

By:   
Daniel R. White,  
Member

By:   
Christopher L. Erickson,  
Member

By:   
Ryan Mann,  
Member

By:   
Jon Nelson,  
Member

**CERTIFICATE OF ORGANIZATION  
OF  
CITY VENTURES RESTAURANT GROUP, LLC**

The undersigned hereby form a limited liability company pursuant to the Nebraska Uniform Limited Liability Company Act, Section 21-101 to 21-197 of the Nebraska Revised Statutes, as amended from time to time (the "Act").

**ARTICLE I  
NAME**

The name of the limited liability company shall be **City Ventures Restaurant Group, LLC**

**ARTICLE II  
INITIAL DESIGNATED OFFICE**

The address of the Company's initial designated office is **222 S. 15<sup>th</sup> St., #1404S, Omaha, Nebraska 68102** or at such other place as the Members of the Company may from time to time designate.

**ARTICLE III  
INITIAL REGISTERED OFFICE AND AGENT**

The name of the initial agent for service of process is: **Capitol Corporate Services, Inc.**  
The street and mailing address of the initial agent for service of process is: **1125 S. 103<sup>rd</sup> St. STE 800, Omaha, Nebraska 68124.**

**[SIGNATURES ON NEXT PAGE]**

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Organization on  
April 13, 2023.

A handwritten signature in black ink, appearing to read 'CHL ERICKSON', written over a horizontal line.

Christopher L. Erickson, Organizing Member

# 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: \_\_\_\_\_

## 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: Lincoln's City Centre LLC

## PREMISES INFORMATION

Premises Trade Name/DBA: The City Pub

Premises Street Address: 7861 Main Street, Suite L

City: LaVista County: Sarpy Zip Code: 68128

Premises Phone Number: awaiting issuance

Premises Email address: info@thecitypublavista.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: Sullivan First Name: Gabriel MI: M.Home Address: 3506 S. 201st CircleCity: Omaha County: Douglas Zip Code: 68130 + 5094Home Phone Number: 402-681-4030Driver's License Number: [REDACTED]Social Security Number: [REDACTED]Date of Birth: [REDACTED] Place of Birth: Council Bluffs, IAEmail address: gsullivan1221@gmail.com**Are** you married? If yes, complete spouse's information (Even if a spousal affidavit has been submitted)☒ YES☐ NO*\*Spouse***Spouse's information**Spouses Last Name: Sullivan First Name: Romona MI: D.Social Security Number: [REDACTED]Driver's License Number: [REDACTED]Date of Birth: [REDACTED] Place of Birth: Omaha, NE**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
Gabriel Sullivan: Omaha, NE	2013	2023	Romona Sullivan: Omaha, NE	2013	2023

**MANAGER'S LAST TWO EMPLOYERS**

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2021	Present	City Ventures	Daniel White	402-902-4025
2016	2021	Self-employed	Self	402-681-4030

**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)
Gabriel M. Sullivan	06/23/2023	Responsible Beverage Service Training - NE

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

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:

5. Have you enclosed Form 147 regarding fingerprints?

☒ YES

☐ NO

**PERSONAL OATH AND CONSENT TO 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.*

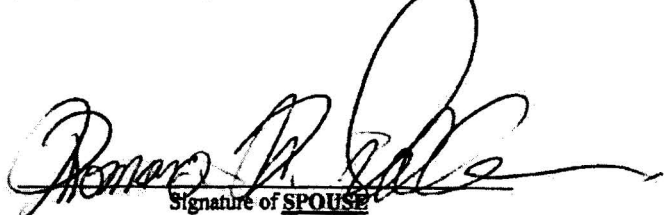
Must be signed by applicant and spouse.



Signature of APPLICANT

Gabriel M. Sullivan

Printed Name of APPLICANT



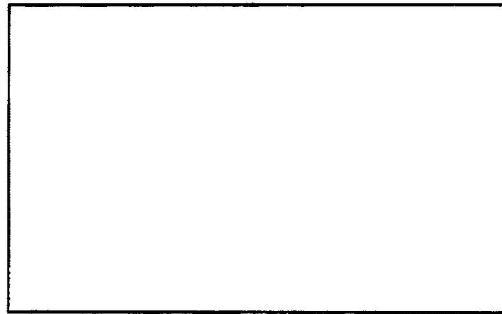
Signature of SPOUSE

Romona D. Sullivan

Printed Name of SPOUSE

**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)



**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  
3800 NW 12<sup>th</sup> Street  
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 City Pub

Name of Person Being Fingerprinted: Gabriel Michael Sullivan

Date of Birth: [REDACTED]

Date fingerprints were taken: June 28, 2023

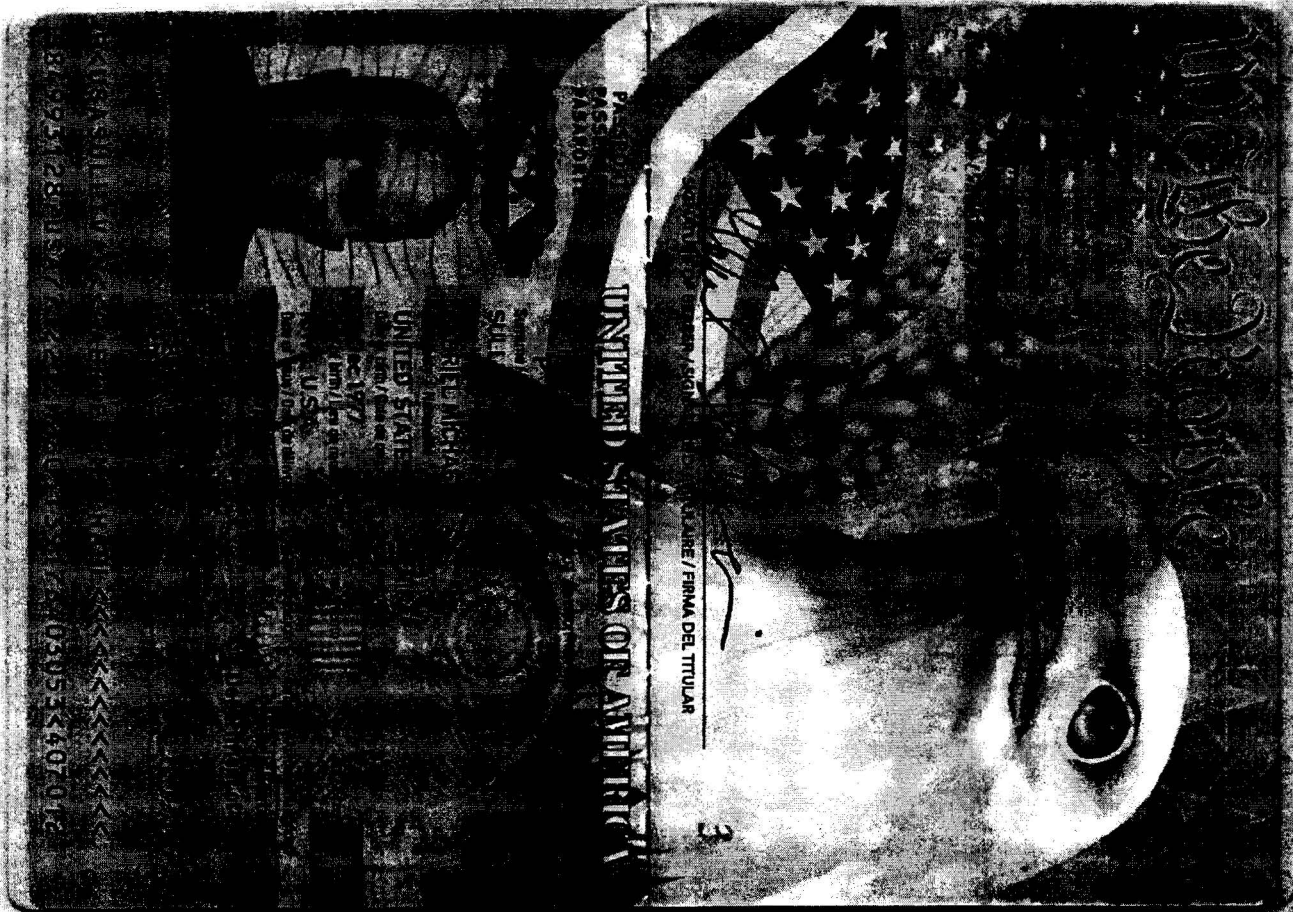
Location where fingerprints were taken: NSP Troop A Hdqtrs, Omaha, NE

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





[Back to Lookup](#) / [Registrant Detail](#)

# Gabriel Michael Sullivan

Political Party  
Republican

Precinct  
08-40

11/08/2022 2022 General Election



We did not find an absentee or provisional ballot associated with the selected election. This website does not track the status of a traditional ballot voted at the polls. If you voted a traditional ballot at the polls, your ballot has been accepted and counted.

## Polling Location

**West Bay Elementary School**

3220 South 188th Street Omaha, NE 68135



## Ballot Styles

340

## Districts

Show ▾

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**Business Plan**  
**The City Pub,**  
**7861 Main Street, LaVista, NE 68128**

Lincoln's City Centre, LLC, doing business under the tradename "The City Pub," will serve as a feature restaurant with bar offerings in the LaVista City Centre mixed use development. The restaurant is located on the retail and second floor/loft levels of Suites J, K, & L of Lot 15 within the LaVista City Centre complex. This is a mixed use building. Upper floors are comprised of apartment homes in the west Vivere apartment complex building.

The City Pub will be open daily with craft cocktails, hand tossed pizzas, and casual bites in a cozy setting. The space is configured to cater to several audiences. The gaming crowd will enjoy darts, pool, and mechanical amusement devices. Diners will experience sitting areas on an exterior street level patio, on the main floor interior indoor dining space, on an expansive patio overlooking Main Street and the Astro Theater, in the second floor private dining areas available to large groups, and in the second bar flanked by multiple televisions.

Market research from the surrounding Sarpy County area confirms that there is customer demand for a modern, sit-down restaurant that offers a variety of menu and bar offerings as well as varied entertainment options.

## LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made and entered into as of the Effective Date (as hereinafter defined) by and between **City Centre 1, LLC**, a Nebraska limited liability company ("Landlord") and **Lincoln's City Centre, 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

Each of the following subsections is individually referred to in this Lease as a "Fundamental Lease Provision" and is contained in this section for convenience. Each reference in this Lease to a Fundamental Lease Provision shall be construed to incorporate all of the terms of such Fundamental Lease Provision. In the event of any conflict between a Fundamental Lease Provision and any other provision of this Lease, such other provision shall govern.

- |      |                                      |  |
|------|--------------------------------------|--|
| 1.1  | <u>Address of Landlord.</u>          | City Centre 1, LLC<br>c/o City Ventures<br>222 S. 15th Street, Suite 1404S<br>Omaha, NE 68102<br>Attn : Chris Erickson                           |
| 1.2  | <u>Brokers.</u>                      | Not applicable. None   |
| 1.3  | <u>Address of Tenant.</u>            | 7861 Main Street<br>Suite-1J<br>La Vista, NE 68128   |
| 1.4  |                                      |  |
| 1.5  | <u>Building.</u>                     | 7861 Main Street<br>La Vista, NE 68128   |
| 1.6  | <u>Premises.</u>                     | That certain space located in Suite 1J, K, L of the Building and more particularly described on the plan attached hereto as <u>Exhibit "A"</u> . |
| 1.7  | <u>GLA of the Premises.</u>          | Approximately 10,530 square feet.  |
| 1.8  | <u>GLA of the Building.</u>          | Approximately 27,244 square feet.  |
| 1.9  | <u>Initial Term.</u>                 | Ten (10) years commencing on the Lease Term Commencement Date.   |
| 1.10 | <u>Extended Term Option(s).</u>      | Two (2) options of five (5) years each.  |
| 1.11 | <u>Lease Term Commencement Date.</u> | July 1, 2023.  |
| 1.12 | <u>Base Rent.</u>                    |  |

LEASE YEAR	Annual Base Rent	TI Amortized	Total Annual	Total Monthly	Annual PSF
1	\$231,660.00	\$91,985.70	\$323,645.70	\$26,970.48	\$30.74
2	\$237,451.50	\$91,985.70	\$329,437.20	\$27,453.10	\$31.29
3	\$243,387.79	\$91,985.70	\$335,373.49	\$27,947.79	\$31.85
4	\$249,472.48	\$91,985.70	\$341,458.18	\$28,454.85	\$32.43
5	\$255,709.29	\$91,985.70	\$347,694.99	\$28,974.58	\$33.02
6	\$262,102.03	\$91,985.70	\$354,087.73	\$29,507.31	\$33.63
7	\$268,654.58	\$91,985.70	\$360,640.28	\$30,053.36	\$34.25
8	\$275,370.94	\$91,985.70	\$367,356.64	\$30,613.05	\$34.89
9	\$282,255.22	\$91,985.70	\$374,240.92	\$31,186.74	\$35.54
10	\$289,311.60	\$91,985.70	\$381,297.30	\$31,774.77	\$36.21

OPTION PERIOD #1 – Lease Years 11-15, Annual Base Rent Calculation resumes at same 2.50% annual escalation.

OPTION PERIOD #2 – Lease Years 16-20, Annual Base Rent Calculation resumes at same 2.50% annual escalation.

The amounts of annual Base Rent and monthly Base Rent set forth in the foregoing table are based on a GLA of the Premises equal to approximately 10,530 square feet. As more fully provided hereafter, upon substantial completion of Landlord's Work, the actual GLA of the Premises shall be determined by Landlord's architect, and the Base Rent, computed at the rates set forth in the foregoing table, shall be determined and confirmed prior to the Lease Commencement Date.

1.13 Security Deposit: \$19,305.00

1.14 Trade Name. The City Pub

1.15 Allowance. An allowance of \$40.00 per square foot of GLA leased by Tenant (the "Allowance") shall be paid by Landlord to Tenant as further outlined in the Lease. In addition, at Tenant's election, an allowance of up to an additional \$60.00 per square foot of GLA leased by Tenant (the "Additional Allowance") may be paid by Landlord to Tenant as further outlined in the Lease.

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

1.17 Tenant's Proportionate Share. Expressed as a percentage, which percentage is calculated by dividing the GLA of the Premises (numerator) by the GLA of the Building

(denominator) and expressing the fraction as a percentage. If the GLA of the Premises or the GLA of the Building change during the Term, Tenant's Proportionate Share shall be adjusted accordingly.

1.18 Property. The Building, its equipment and systems, common areas and the parcels of land (hereinafter "Land") on which the Building is situated.

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

1.20 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" – Rules and Regulations
- c. Exhibit "C" – Prohibited Uses

## **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 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 Gross Leasable Area. "Gross Leasable Area" or "GLA" means the number of square feet of enclosed floor area within the Premises, Building, as the case may be, intended for the exclusive use by the occupant thereof and its customers, whether or not actually leased or occupied. GLA shall not include: (i) penthouse or other areas used for mechanical, electrical, telephone or other operating equipment; (ii) loading docks and truck ramps; (iii) upper levels of multi deck storage areas; (iv) management offices; and (v) community rooms, if any. GLA shall be measured from the exterior face of the exterior walls and from the centerline of interior or party walls. No deduction from GLA shall be made for columns, stairs, or any interior construction or equipment. Upon substantial completion of construction of Landlord's Work, the GLA of the Premises shall be determined by Landlord's architect, and the Base Rent shall be determined. Promptly after the Lease Term Commencement Date, Landlord and Tenant shall execute and deliver a written declaration setting forth the Lease Term Commencement Date, the expiration date of this Lease, the GLA of the Premises and Building as of the Lease Term Commencement Date, and the amount of the Base Rent payable by Tenant. From time to time during the Term of this Lease, Landlord may give Tenant notice of the GLA in the Premises and Building, at a given time or for a given period of time, as such GLA may be revised because of additions or reductions to the Premises or Building, as may be permitted by this Lease, and appropriate adjustment shall be made to the Base Rent and Tenant's Proportionate Share.

2.3 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, as amended by that certain First Amendment to Declaration of Easements, Covenants, Conditions, and Restrictions, dated December 30, 2019, and filed December 31, 2019, in Instrument Number 2019-32977, all with the Register of Deeds Office of Sarpy County, Nebraska (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 (collectively "Laws").

2.4 Common Area(s). "Common Areas" shall mean all areas from time to time designated by Landlord for the general and nonexclusive common use or benefit of Tenant, other tenants of the Property, and Landlord, including, without limitation, roadways, entrances and exits, loading areas, landscaped areas, open areas, park areas, service drives, walkways, common trash areas, vending or mail areas, common pipes, conduits, wires and appurtenant equipment within the Property, maintenance and utility rooms and closets, exterior lighting, exterior utility lines, and parking facilities.

### **ARTICLE 3 TERM**

3.1 Initial Term. The Initial Term 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 shall begin on the Lease Term Commencement Date. Notwithstanding the foregoing, Tenant shall be responsible for all obligations other than the payments of the Base Rent as of the date of delivery of possession of the Premises by Landlord to Tenant.

3.3 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 one hundred eighty (180) days prior to the then current expiration date.

3.4 Acceptance of Premises. By taking possession of the Premises, Tenant accepts the Premises in its then "as is" condition and acknowledges that the Premises and the Building 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 other 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.

### **ARTICLE 4 SECURITY DEPOSIT/BASE RENT**

4.1 Security Deposit. Tenant, concurrently with the execution of this Lease, shall deposit with Landlord the Security Deposit. The Security Deposit shall be held by Landlord as security for the faithful performance by Tenant of all the terms, covenants and conditions of this

Lease by Tenant to be kept and performed during the Term hereof, including, without limitation, upon vacation and surrender of the Premises by Tenant pursuant hereto; provided, however, that Landlord's use or possession of the Security Deposit shall not be construed to excuse Tenant from the payment of any Rent herein reserved or any other charge herein provided. If Tenant defaults with respect to any provision of this Lease, Landlord may, but shall not be obligated to, (i) use or retain all or any part of the Security Deposit for the payment of any Rent or other monies due Landlord; (ii) apply all or a portion of the Security Deposit towards the cost of repairs to the Premises; (iii) apply all or a portion of the Security Deposit towards the cost of cleaning the Premises; or (iv) use all or a portion of the Security Deposit to compensate Landlord for any other loss or damage which Landlord may suffer by reason of Tenant's default. If any portion of the Security Deposit is so used or applied, Tenant shall, within seven (7) business days after written demand therefor, deposit cash with Landlord in an amount sufficient to restore the Security Deposit to its original amount. Landlord shall not be required to keep the Security Deposit separate from its general funds, and Tenant shall not be entitled to interest on the Security Deposit. Should Tenant comply with all of the terms, covenants and conditions of this Lease and promptly pay Rent herein provided for and all other sums payable by Tenant to Landlord hereunder as the same fall due, then the Security Deposit shall be returned to Tenant within sixty (60) days after the end of the Term, or sixty (60) days after the last payment due from Tenant is received by Landlord, whichever last occurs. Under no circumstance may Tenant deduct the Security Deposit from or offset the Security Deposit against its Rent or from any other payment due Landlord, and Landlord's right to possession of the Premises, or to take appropriate action for nonpayment of Rent, or for any other reason, shall not be affected by the fact that Landlord holds the Security Deposit and does not use, apply, or retain the same as set forth herein.

4.2 Base Rent. Beginning on the Lease Commencement Date and continuing through the Initial Term, Tenant shall pay to Landlord "Base Rent", in equal monthly installments per the schedule found in Article 1 of this Lease. Base Rent shall be paid, in advance, on or before the first day of each month, without notice, demand, offset, or deduction. Payment shall be made to Landlord at the Address of Landlord, or at such other address as Landlord may specify from time to time by written notice to Tenant. The obligation to pay Base Rent and Additional Rent shall be deemed a separate and distinct covenant of Tenant and Tenant shall have no right to offset or deduction.

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, Base Rent and Additional Rent (as hereinafter defined) for such partial month shall be prorated by multiplying the monthly Base Rent and Additional 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 and Additional 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: (i) a late charge equal to five percent (5%) of the unpaid Base Rent; plus (ii) interest, compounded daily from the due date, thereon at eighteen percent (18%) per annum or the maximum then allowed under applicable law, whichever is less.

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. Accordingly, Tenant agrees that Landlord's promise to pay Tenant the Allowance and the Additional 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. The amounts of any such Allowance and the Additional Allowance and lease commission or fee paid by Landlord shall be amortized over the Initial Term in equal monthly amounts, and if Tenant's right to possession of the Premises shall be terminated due to Tenant's breach of this Lease as of any date prior to the expiration of the full Initial Term, Tenant must immediately pay, as Additional Rent hereunder, Landlord the unamortized balance remaining.

## **ARTICLE 5 ADDITIONAL RENT**

It is the intention of the parties and they hereby agree that this shall be an absolutely net lease and commencing on the Lease Term Commencement Date, 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 except as expressly set forth in this Lease, and Tenant hereby agrees to pay Tenant's Proportionate Share of all Operating Expenses and Tenant's Proportionate Share of all Real Estate Taxes (as defined in Section 5.2 below) (hereinafter collectively referred to as "Additional Rent"). Real Estate Taxes shall be allocated in the manner described in Section 5.2 below. Additional Rent shall be paid in accordance with Section 5.6 below.

5.1 Operating Expenses. "Operating Expenses" are defined as the total cost and expense incurred by Landlord, during each calendar year, in managing, operating, equipping, lighting, repairing, replacing and maintaining the Common Areas of the Building and the Property, as reasonably determined by the Landlord, annualized over a calendar year, as well as all charges and assessments under the CCRs. "Common Areas" are defined as all areas within the exterior boundaries and ingress and egress roadways for the Property which are now or hereafter may be available for the joint and common use and benefit of Landlord, occupants of the Building and their employees, agents, servants and other invitees including, without limitation; any pedestrian malls, customer and employee parking areas; streets; access roads; driveways; fences; water, sanitary and storm sewer, gas, electric, telephone and other utility lines, systems, conduits, and facilities to the perimeter walls of the Building; landscaped areas; loading areas; sidewalks; any Building pylon or monument sign; and the facilities appurtenant to each and all of the foregoing. Such Operating Expenses shall include all costs and expenses of operating and maintaining such areas and facilities in such manner as Landlord may, from time to time, reasonably deem appropriate, and for the best interests of the tenants and/or occupants of the Property, including, without limitation, the following:

- a. all utilities and all other services provided to the Building and the Property, not separately metered to Tenant or other tenants;
- b. all cleaning and janitorial service on a regular basis for the Common Areas within the Building, including trash removal;
- c. all costs in connection with Landlord's insurance for the Property and the Building, including fire and extended coverage, liability, property damage, rent loss, boiler insurance, vandalism, malicious mischief, earthquake insurance, insurance against liability for defamation and claims of false arrest, and such other insurance in such amounts and covering hazards reasonably deemed appropriate by Landlord or which Landlord or any Mortgagee reasonably deems necessary or prudent;

d. repairs and maintenance of the Property and the cost of supplies, tools, materials and equipment for Property repair and maintenance, which, under generally accepted accounting principles consistently applied, would not be capitalized;

e. the cost (amortized over such period as Landlord reasonably determines, together with interest at twelve percent (12%) on the unamortized balance) of any capital improvements or repairs to the Property and/or the Building or equipment replacements made by Landlord after the Lease Term Commencement Date that are intended to reduce Property Operating Costs, are required by any laws, or which are necessary in order to operate the Property and the Building at the same quality level as prior to such replacement;

f. costs and expenses of operation, repair and maintenance of all structural portions and components of the Building, including, without limitation, plumbing, communication, common area heating, ventilating and air-conditioning, elevator, and common area electrical and other common Building systems;

g. costs of repairs, maintenance, or replacement of paving, curbs, walkways, remarking, directional or other signs, landscaping, drainage, lighting facilities, repair and maintenance of the Common Areas and parking areas, costs and expenses of planting, replanting and replacing flowers, shrubbery and other landscaping, and the cost to Landlord of servicing and maintaining any sprinkler system;

h. rental or lease payments paid by Landlord for rented or leased personal property used in the operation or maintenance of the Property and/or the Building;

i. license, permit and inspection fees (but excluding license, permit and inspection fees associated with leasehold improvements or alterations performed in premises leased or leasable to other parties);

j. auditors' fees for public accounting;

k. legal fees, costs and disbursements but excluding those: (i) relating to disputes with other tenants, (ii) based upon Landlord's negligence or other tortious conduct; (iii) relating to enforcing lease provisions for the benefit of the Building tenants generally; or (iv) relating to the defense of Landlord's title to, or interest in, the Property;

l. supervision, administrative and management fees for the Building;

m. costs incurred in providing security for the Building;

n. Landlord's share of any charges or contributions made under a recorded covenant or other agreement, including the CCRs, that relates to the Property and any other property, which are disclosed, in writing, in advance to the Tenant; and

o. cost of leasing and operating any signs, the cost of personnel to implement any service described above, to direct traffic and to police the Common Areas.

p. other costs reasonably necessary to operate, repair, manage and maintain the Property in a first class manner and condition.

q. costs associated with maintaining the right of way easement, streetscaping, and façade design in compliance with the CCRs, laws or guidelines of the City of La Vista, and all other applicable law.

Notwithstanding Section 5.1(a), Operating Expenses shall exclude:

a. leasing commissions, costs, disbursements and other expenses incurred for leasing, renovating or improving space for tenants;

b. expenses for repairs or other work needed because of an insurable occurrence, such as fire, windstorm or casualty;

c. Landlord's cost of electricity or other service sold to tenants for which Landlord is to be reimbursed directly by such tenant(s);

d. costs of a capital nature including capital improvements, capital repairs, capital equipment, and capital tools, as determined under GAAP except to the extent intended to reduce Property Operating Costs, required by any laws, or necessary in order to operate the Property and the Building at the same quality level as prior to such replacement

e. depreciation, amortization and interest payments;

f. costs incurred because the Landlord or another tenant violated the terms of any lease;

g. overhead and profit paid to subsidiaries or affiliates of Landlord for management or other services on or to the Property for supplies or other materials, to the extent that the costs of the services, supplies or materials exceed the competitive costs of such services, supplies or materials had they not been provided by a subsidiary or affiliate of Landlord;

h. interest on debt or amortization payments on mortgages or deeds of trust or any other debt for borrowed money; and

i. any costs, fines or penalties incurred because Landlord violated any governmental rule or authority.

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 other than taxes payable by Tenant hereof or payable by any other tenant in the Building;

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 Excessive Use. With respect to any utility or service mentioned herein which is not separately metered or billed to Tenant, if Landlord determines that Tenant's use of such utility or service is excessive or abnormal such that it is unfair to assess Tenant and other tenants therefor on a pro-rata square footage basis, Landlord shall so notify Tenant. Such written notice shall contain Landlord's estimate of a reasonable amount of the overall cost of such utility or service which should be billed to Tenant. If, within thirty (30) days after Tenant's receipt of such notice, Landlord and Tenant are unable to agree upon a reasonable amount of the overall cost of such utility or service to be paid by Tenant, then, and in such event, Tenant shall cause such utility or service to be separately metered to Tenant or separately contracted-for by Tenant, so that Tenant will pay separately, at Tenant's sole expense, for such utility or service (in which case Landlord shall not thereafter assess Tenant for any amount of such utility or service). The cost of the installation of any separate meter shall be paid by Tenant.

5.4 Payment By Landlord. Subject to reimbursement as provided under this Article 5, Landlord shall pay the Operating Expenses and Real Estate Taxes before delinquency.

5.5 Manner of Payment. Commencing on the Lease Term Commencement Date, Tenant shall be responsible for Tenant's Proportionate Share of Operating Expenses in the following process:

a. Landlord shall give Tenant notice of Landlord's estimate of amounts payable under this Article 5 (hereinafter referred to as "Landlord's Estimate") for each Adjustment Period. Upon request, Landlord shall give Tenant reasonably detailed documentation to support Landlord's Estimate.

b. On or before the first day of each month during each Adjustment Period, Tenant shall pay Landlord one-twelfth (1/12th) of Tenant's Proportionate Share of Landlord's Estimate. If, however, Landlord's Estimate is not given before the Adjustment Period begins, Tenant shall

continue to pay on the basis of Landlord's Estimate for the previous year, if any, until the month after the new estimate is given.

c. On or before March 1<sup>st</sup> of each Adjustment Period or as soon as reasonably possible thereafter, Landlord shall give Tenant an itemized statement ("Landlord's Annual Statement") showing in reasonable detail: (i) the actual Operating Expenses incurred by Landlord for the prior Adjustment Period broken down by component expenses, including, without limitation, repairs, management fees, electricity, janitorial and the actual Real Estate Taxes for the prior Adjustment Period; (ii) the amount of Tenant's Proportionate Share of Real Estate Taxes and Tenant's Proportionate Share of the actual Operating Expenses; (iii) the amount of Landlord's Estimate paid by Tenant during the prior Adjustment Period; and (iv) the net amount owed by Tenant toward the Operating Expenses and Real Estate Taxes, or the amount Landlord owes to Tenant as a refund for the prior Adjustment Period.

d. If Landlord's Annual Statement shows that Tenant's Proportionate Share of actual Real Estate Taxes or Tenant's Proportionate Share of the actual Operating Expenses for an Adjustment Period was less than the amount contributed by Tenant toward Landlord's Estimate during such Adjustment Period, Landlord shall return the difference ("Overpayment") to Tenant, provided Tenant is not in default. If Landlord's Annual Statement shows that Tenant's Proportionate Share of the actual Real Estate Taxes and Tenant's Proportionate Share of the actual Operating Expenses for an Adjustment Period is more than the amount contributed by Tenant toward Landlord's Estimate during such Adjustment Period, Tenant shall remit the difference ("Underpayment") to Landlord. The Overpayment or Underpayment shall be paid by Landlord or Tenant, as appropriate, within thirty (30) days after Landlord's Annual Statement is delivered to Tenant and Tenant has been afforded a reasonable opportunity to inspect Landlord's records relating to Operating Expenses, provided Tenant is not in default. If Tenant disputes the accuracy of Landlord's Annual Statement, Tenant shall nevertheless remit the Underpayment, if any; provided, however, Tenant may subsequently recover the Underpayment if Landlord's Annual Statement is later determined to be inaccurate. Any claim by Tenant for revision of any statement submitted by Landlord hereunder for any such Adjustment Period, which claim is not made within sixty (60) days after the later of the date of Tenant's receipt of such statement and the date of Tenant's review of Landlord's records, shall be deemed waived and discharged.

e. If, for any Adjustment Period during the Term, this Lease is not in effect for the full calendar year, Tenant's obligation to pay Additional Rent for such Adjustment Period shall be prorated by multiplying the Additional Rent for the Adjustment Period by a fraction expressed as a percentage, the numerator of which is the number of days of the Adjustment Period included in the Term and the denominator of which is 365.

**5.6 Personal Property Tax.** Before delinquency, Tenant shall pay to the appropriate taxing authority taxes assessed during the Term against 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.

**5.7 Utilities.** Commencing on the Lease Term Commencement Date, 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**

6.1 Tenant shall comply with all applicable laws, ordinances, and codes in connection with its use of the Premises and the Building, including but not limited to 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 operation of a restaurant and bar (the "Permitted Use"), and shall not use or permit the Premises to be used for any other purpose without the prior written consent of Landlord. Tenant hereby agrees and acknowledges that the exclusives set forth on Exhibit "C" attached hereto are in effect and in no event shall Tenant be permitted to use the Premises for any such uses.

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; (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; (j) not place or permit any radio or television antenna, loud speaker, or sound amplifier, or any phonograph or other devices similar to any of the foregoing, on the roof or outside of the Premises or at any other place where it may be seen or heard outside of the Premises; and (k) not permit noise, sounds, activities, odors, or disturbances within the Premises which interfere or are likely to interfere with the businesses of other tenants in the Building. Tenant agrees not to do or permit anything to be done which will interfere with the quiet enjoyment of other tenants or occupants of the Building. 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.

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, except when the Premises are untenable by reason of the occurrence of any damage thereto or the destruction thereof; and Tenant's failure to comply with the preceding provisions of this sentence shall constitute a default under this Lease. In the event that Tenant does not so occupy the Premises and conduct its business therefrom and Landlord does not exercise its remedies under Section 16.2 below, then Tenant shall pay monthly as Additional Rent (over and above and in addition to the Base Rent and any other sums required to be paid by Tenant) during any such period of non-occupancy or non-conduct of its business a sum equal to 50% of the Base Rent payable during such Period. Notwithstanding the foregoing, Tenant shall not be in default of this Section 7.4 for a period of up to three months in the event that Tenant vacates in order to remodel the Premises.

7.5 Promotion. Landlord shall, but in no event shall be required to, have the right to advertise the retail component of the Building in the local metropolitan statistical area, and formulate, provide, and carry out an ongoing promotion plan which, in Landlord's sole judgment, shall serve to enhance and promote the Building and its occupants. For purposes of this Section, "Promotion plan" shall mean a plan for shows, displays, signs, marquees, décor, special events, seasonal and holiday events and promotional literature to be distributed within and outside the Building, advertisements for the businesses in the Building, and other activities within the Building designated to attract customers. Tenant hereby grants Landlord the right to include Tenant's trade

name (as identified in Article 1 above) in promotional materials. The cost of such promotional activities shall be considered an Operating Expense.

## **ARTICLE 8 LANDLORD'S SERVICES AND MAINTENANCE; PARKING**

8.1 Services. Subject to Landlord's right to be reimbursed pursuant to Article 5 above for Tenant's Proportionate Share of the amounts expended by Landlord under this Section 8.1, Landlord shall be responsible for maintenance, repair, and replacement of the roof, foundation, exterior walls and glass, interior structural walls, floor slab, gutters, and water spouts; all utility mains, lines, meters, and conduits extending to the service connections within the Premises; all building, electrical, and utility systems, including but not limited to, sprinkler, fire alert, and other safety systems; truck loading facilities; parking areas; and Common Areas, including but not limited to lighting of Common Areas; landscaping and trash removal; snow and ice removal; and water, sewage, janitorial, electricity, maintenance, and pest control services in connection with all Common Areas. Landlord shall not be liable and the Rent shall not be abated for temporary non-repetitive interruptions to the telephone, plumbing, HVAC, electrical or other mechanical systems or cleaning services caused by reason of accident, injury, repairs, alterations, improvements or shortages of or lack of availability of materials or services.

8.2 Parking. Subject to the terms and conditions of the CCRs, Tenant and its employees and visitors may use any parking area now or hereafter made available and designated for parking generally for tenants and their employees and visitors at the Building. Such general parking shall be on a "first come, first served," unassigned basis, with Landlord and other tenants of the Building and their employees and visitors. Notwithstanding the foregoing, Landlord reserves the right to assign specific spaces and to reserve spaces for visitors, small cars, handicapped individuals and other tenants, visitors of tenants or other persons, and Tenant and its employees and visitors shall not park in any such assigned or reserved spaces. In case of any violation of the foregoing provisions, Landlord may refuse to permit the violator to park, and may remove the vehicle owned or driven by the violator from the grounds without liability whatsoever, at such violator's risk and expense. Landlord reserves the right to close all or a portion of the parking areas or facilities in order to make repairs or perform maintenance services, or to alter, modify, restripe or renovate the same, or if required by casualty, strike, condemnation, act of God, law or governmental requirement, or any person beyond Landlord's reasonable control.

## **ARTICLE 9 TENANT'S COVENANTS**

9.1 Maintenance and Repair. Subject to Section 8.1 above, Tenant, at its sole cost and expense, shall at all times throughout the Term, maintain the interior of the Premises and every part thereof, together with all appurtenances thereto wherever located (ordinary wear and tear and damage by casualty excepted), including the interior walls and nonstructural portions of the Premises, as well as the exterior and interior portions of all doors and entrances, door checks, all windows, plate glass, Tenant signage, all plumbing and sewage facilities solely serving the Premises (including pipes and drains within the Premises, toilets, basins and water heaters), fixtures, the electrical systems solely servicing the Premises, fire sprinkler system, floors and ceilings, the heating, ventilating, and air-conditioning units solely serving the Premises, and any work performed by or on behalf of Tenant hereunder. Tenant shall enter into a quarterly service agreement for the maintenance of the HVAC solely serving the Premises. Tenant shall also keep and maintain in good order and condition any special equipment, fixtures or facilities solely serving the Premises. Subject to the insurance, waiver of rights, and waiver of subrogation provisions in

Article 14 of this Lease, 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 negligence or the negligence 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.

9.2 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.

9.3 Rules and Regulations. Tenant shall faithfully observe and comply with all reasonable rules and regulations now or hereafter promulgated and/or modified by Landlord from time to time for the care and use of the Premises and the Building (hereinafter "Rules and Regulations"). The current Rules and Regulations are attached hereto as Exhibit "B". Landlord shall have the right to amend, change or modify the Rules and Regulations from time to time as Landlord deems necessary or appropriate. Landlord shall not be responsible to Tenant for the nonperformance of any of said Rules and Regulations by other tenants or occupants.

9.4 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, but subject to the insurance, waiver of rights, and waiver of subrogation provisions in Article 14 of this Lease, 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.

9.5 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.

9.6 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. 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.

9.7 Surrender and Lien for Rent. At the expiration of the Term or earlier termination of this Lease, Tenant shall peaceably give up and surrender the Premises without the requirement of any notice, including all work performed by Tenant (such work to be in conformity with the provisions hereof) and all replacements thereof, including carpeting, and all fixtures permanently attached to the Premises. At such expiration or termination, the Premises and all improvements shall be in good order, repair and condition (damage by fire or other casualty and reasonable wear excepted). Tenant shall, at its sole cost and expense, at the time of such expiration or termination, remove all fixtures, furniture and equipment from the Premises, remove all cabling installed in the Premises by or behalf of Tenant, remove all signage from the Premises and making any repairs to the Premises (including restoration of any façade in connection with removal of signage) and other areas necessitated by such removal and leaving the Premises in broom clean condition (damage by fire or other casualty and reasonable wear excepted). Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of the Lease Term.

9.8 Signage. Tenant may install storefront signage on the exterior of the Premises, at Tenant's expense, provided such signage is (a) approved by Landlord, approval not to be unreasonably withheld, conditioned or delayed, (b) compliant with the CCRs, and (c) compliant with all applicable laws, ordinances, and governmental regulations. Tenant shall have the ability to customize the exterior storefront of the Premises with design approval from Landlord, approval not to be unreasonably withheld, conditioned, or delayed. Landlord shall also provide Tenant with space on the Building directory. In addition, Tenant shall be permitted to utilize "grand opening", "coming soon" or "now open" signs in close proximity to the Premises for a period commencing forty-five (45) days before Tenant opens for business to the public and ending sixty (60) days after Tenant opens for business to the public; provided such signage is (i) approved by Landlord, approval not to be unreasonably withheld, conditioned or delayed, (ii) compliant with the CCRs and (iii) compliant with all applicable laws, ordinances, and governmental regulations. Tenant may use its own professionally designed monthly advertising posters, illuminated or non-illuminated signs or such signage required by Tenant's franchisor in the interior of the Premises (to the extent not visible from the exterior of the Premises) without Landlord's prior approval. Tenant shall not place or erect any signs or other devices upon any of the Common Areas. Tenant shall be responsible, at its sole cost and expense, at the expiration or earlier termination for removal of all of Tenant's signage and repair of damage to the walls and, if applicable, exterior facade caused by such removal.

9.9 Mechanic's Liens. Tenant shall at all times keep and maintain the Premises and all other parts of the Building free from any and all liens arising out of any work performed, materials furnished or obligations incurred by or for the benefit of Tenant in connection with the Premises. The interest of Landlord in the Premises and the Building shall not be subject to liens for improvements made by or on behalf of Tenant, and nothing contained in this Lease shall be construed as a consent on the part of Landlord to subject Landlord's estate in the Premises or the Building to any lien or liability under applicable law. In the event that any mechanic's, materialman's or other lien or any notice of claim, including (without limitation) any stop notice (each, a "lien"), is filed against the Premises or the Building as a result of any work, labor, services or materials performed or furnished, or alleged to have been performed or furnished, to or for the benefit of Tenant or to anyone holding the Premises by, through or under Tenant, Tenant, at its expense, shall cause the lien to be discharged of record or fully bonded to the satisfaction of Landlord within twenty (20) days after notice of the filing thereof. If Tenant fails to discharge or bond against said lien within twenty (20) days after notice of the filing thereto, Landlord may, in addition to any other rights or remedies Landlord may have, but without obligation to do so, bond against the lien without inquiring into the validity or merits of such lien, and all sums so advanced, including reasonable attorneys' fees incurred by Landlord in defending against such lien, procuring the bond or discharging such lien, shall be paid by Tenant on demand as additional rent. In addition, Tenant shall replace any bonds posted by Landlord pursuant hereto with a suitable bond of equivalent amount within ten (10) days after Landlord's demand therefor.

9.10 Financial Reports. Upon Landlord's request not more than one time per Lease Year, 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 10 SUBLETTING AND ASSIGNMENT**

10.1 ASSIGNMENT AND SUBLETTING. Tenant shall have no right to assign this Lease or to sublet the Premises without the prior written consent of Landlord, which consent

shall not be unreasonably withheld, conditioned or delayed. If Landlord gives such consent, then Tenant shall remain primarily liable to Landlord for the payment of the rent and the performance of all of Tenant's other obligations under this Lease for the remainder of the Lease Term. Tenant shall not allow or permit any transfer of this Lease, or of any interest in or rights under this Lease, by operation of law and shall not mortgage, pledge, or encumber this Lease or any interest herein. For purposes of this section, a change in control of Tenant shall be deemed to be an assignment of this Lease requiring Landlord's prior written consent. If Landlord consents to an assignment of this Lease by Tenant, then such consent shall apply only to the remainder of the then current Lease Term and not to any subsequent periods as to which Tenant has an unexercised option to extend the Lease Term; and any such option or options shall be of no further force or effect after such assignment has been consented to by Landlord. In the event Landlord consents to a sublease or assignment hereunder, Tenant shall pay Landlord a fee of One Thousand Dollars (\$1,000.00) (the "Review Fee"), as well as provide Landlord's standard application completed by the proposed assignee or sublessee.

## **ARTICLE 11 FORCE MAJEURE**

11.1 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 11 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 and provided that Landlord uses commercially reasonable efforts to cure or mitigate such force majeure event as quickly as possible.

## **ARTICLE 12 EMINENT DOMAIN**

12.1 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 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 and Tenant each shall have the right to terminate this Lease by giving the other party 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 Landlord and Tenant fail to terminate this Lease according to the preceding sentence, this Lease shall continue in full force and effect, but the Rent payable hereunder shall be equitably adjusted as of the date title vests in the governmental or quasi-governmental authority, on the basis of the ratio of the number of square feet of GLA of the Premises taken or condemned to the total GLA of the Premises prior to such taking or condemnation.

12.2 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, other than Tenant's right, if any, to insurance recoveries relating thereto. 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 13 DAMAGE BY FIRE OR CASUALTY**

13.1 Repair or Restoration. If during the Term of this Lease the Building 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. 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 14, 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. Tenant shall vacate such portion of the Premises as Landlord reasonably requires to enable Landlord to repair the Premises or the Building.

13.2 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 and Tenant shall each have the option to terminate this Lease by giving the other party written notice of such termination; provided, however, the notice must be delivered within sixty (60) days of such damage or destruction. Any termination of this Lease pursuant to this Section 13.2 shall be effective as of the date of the damage or destruction.

13.3 Abatement of Rent. If the Premises are damaged or destroyed by fire or other casualty, 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 negligence or willful misconduct of Tenant and rent loss coverage is not available to Landlord, there shall be no abatement of Rent as otherwise provided in this Section 13.3.

### **ARTICLE 14 INSURANCE; WAIVERS OF SUBROGATION**

14.1 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 Landlord's property manager (to the extent notice is provided to Tenant in writing) shall be named as an additional insured (and at Landlord's option, any other persons, firms or corporations reasonably 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.

14.2 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.

14.3 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.

14.4 Waiver of Recovery Rights. Notwithstanding anything in this Lease to the contrary (including, without limitation, Sections 9.1 and 9.4(a) herein), the parties hereto waive any and all

rights of recovery from the other, their respective owners, 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. For purposes of this Section 14.4, Landlord and Tenant shall be deemed to be carrying any insurance policies that they are required to carry, pursuant to Sections 14.1 and 14.2, but are not actually carrying.

**14.5 Waiver of Subrogation.** Notwithstanding anything in this Lease to the contrary (including, without limitation, Sections 9.1 and 9.4(a) herein), each party hereto agrees to have their respective insurers expressly waive any and all rights of subrogation that the insurer may have against the other party and such other party's owners, partners, officers, agents and employees. 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 15 DISPLAY OF PREMISES**

15.1 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.

## **ARTICLE 16 TERMINATION FOR DEFAULT OR INSOLVENCY**

16.1 **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; provided, however, that no more than two (2) times per calendar year, Landlord shall provide Tenant with written notice of such failure and, in such case, a default or a breach shall not be deemed to have occurred unless Tenant fails to cure such payment default within five (5) days following Landlord's delivery to Tenant of written notice of such failure;

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.

16.2 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 reasonable expenses of the reletting (including reasonable advertising fees, brokerage commissions and the like), for any 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.

16.3 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 17 SUBORDINATION AND MORTGAGEE APPROVAL**

17.1 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; provided, however, that such attornment shall be conditioned upon the mortgagee, beneficiary, or purchaser at foreclosure, as the case may be, agreeing that Tenant's occupancy of the Premises and other rights under this Lease shall not be disturbed so long as Tenant is not in default under this Lease.

#### **ARTICLE 18 HOLDOVER**

18.1 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 1.25 multiplied by the Rent then due under Articles 4 and 5 for the first month of holdover and thereafter, at a rent equal to the product of 1.50 multiplied by the Rent then due under Articles 4 and 5. Tenant shall otherwise be 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 19 ESTOPPEL CERTIFICATE**

19.1 At Landlord's request, 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 19) 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 20 NO WAIVER; NO ACCORD AND SATISFACTION**

20.1 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.

20.2 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 21 NOTICES**

21.1 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, or at such other addresses as either party may from time to time designate by written notice to the other.

## **ARTICLE 22 LANDLORD'S RIGHT TO CURE**

22.1 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 4.4, 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 23 QUIET ENJOYMENT**

23.1 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.

## **ARTICLE 24 ASSIGNMENT FOR FINANCING**

24.1 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, reasonably be requested in confirmation of the foregoing.

## **ARTICLE 25 PREPARATION OF PREMISES**

25.1 AS-IS, WHERE-IS CONDITION. Landlord shall deliver the Premises to Tenant in their as-is, where-is condition within three (3) days after the Effective Date. Except as otherwise provided in this Lease, acceptance of possession of the Premises by Tenant shall be conclusive evidence that Tenant accepts the Premises in its as-is, where-is condition and Landlord has no construction obligations with respect to the Premises (other than the on-going maintenance and other express obligations set forth in this Lease). Any and all Tenant's Work to be carried out and completed in the Premises is the responsibility of Tenant.

25.2 Tenant's Work. Tenant shall, at its sole cost and expense, build out the Premises and construct all improvements necessary to prepare for the opening to the public of Tenant's store in the Premises ("Tenant's Work") in accordance with plans and specifications prepared by Tenant and approved in advance and in writing by Landlord ("Tenant's Plans"). Tenant's Work shall be performed (i) by Tenant at Tenant's sole cost and expense, subject to the Tenant Allowance, (ii) in a first class, workman-like manner with first class materials, (iii) in conformance with all building codes, orders and regulations, (iv) by duly qualified or licensed persons, and (v) in accordance with all requirements set forth in this Lease. Landlord hereby agrees to pay (i) the amount of \$40.00 per square foot of GLA leased by Tenant (the "Allowance") and (ii) at Tenant's election to be made in writing to Landlord prior to the Lease Term Commencement Date, an additional amount of \$60.00 per square foot of GLA leased by Tenant (the "Additional Allowance"). In consideration for Landlord providing the Additional Allowance to Tenant, commencing on the Lease Term Commencement Date, Tenant shall pay additional Base Rent to Landlord in the amount of the Additional Allowance amortized over the Initial Term with an interest rate of eight (8%) percent per annum. The Allowance and the Additional Allowance, if applicable, shall be used to reimburse Tenant for costs incurred by Tenant in connection with Tenant's Work, including but not limited to, architectural and design services, permits and interior finish work. In no event shall the Allowance or the Additional Allowance be used to fund any leasehold improvements, furniture, fixtures or equipment that can be removed from the Premises upon expiration of this Lease. The Allowance and Additional Allowance, if applicable, shall be paid to Tenant within thirty (30) days after the following conditions have been satisfied: (i) Tenant has completed all of Tenant's Work and is open for business to the public in the premises, (ii) Tenant has paid the first months' Base Rent and Security Deposit, if any, (iii) Tenant furnishes to Landlord invoices, receipts and properly executed final lien waivers from all of the contractors, subcontractors and material suppliers providing services or supplies in connection with Tenant's Work, and (iv) Tenant provides Landlord with a copy of the final Certificate of Occupancy, if required by local authorities. Any Tenant's Work in excess of the Allowance and Additional Allowance, if applicable, shall be performed by the Tenant at its own cost and expense.

Prior to commencement of any of Tenant's Work, Tenant agrees to furnish to Landlord store design drawings, working drawings and specifications with respect to the Premises for approval by Landlord. Landlord's approval of Tenant's plans and specifications shall not constitute the assumption of such items. Notwithstanding anything to the contrary contained herein, Landlord's approval of any plans and specifications submitted by Tenant pursuant to this Section 25.2 or otherwise is not intended and shall not be deemed to constitute a representation, warranty

or assurance of any kind that such plans and specifications and Tenant's Work shown thereon comply with any applicable building or zoning codes or that Tenant's Work, as depicted on such plans and specifications, is structurally sound. Tenant shall be solely responsible for causing such compliance and for the quality and structural integrity of any Tenant's Work, and Tenant acknowledges that it is not relying on Landlord or its agents, employees or contractors for the same. Tenant's Work shall include (without limitation) the installation of new interior fixtures and equipment and the stocking of the Premises with suitable merchandise. All work performed by Tenant shall be performed diligently and in a good and workmanlike manner and in compliance with such rules and regulations as Landlord and its representatives may make and in accordance with all applicable laws, ordinances, codes and insurance company requirements. Tenant shall not open the Premises for business until all construction has been completed in accordance with the final plans and specifications as approved by Landlord and a certificate of occupancy has been issued. It is further understood and agreed that (i) Landlord shall have no responsibility or liability whatsoever for any loss to, or damage to, any fixtures, equipment, merchandise or other property belonging to Tenant installed or left in the Premises; and (ii) Tenant's entry upon and occupancy of the Premises prior to the Lease Term Commencement Date shall be governed by and subject to all the provisions, covenants and conditions of this Lease. Tenant shall obtain at its sole cost, and immediately thereafter furnish to Landlord, all certificates and approvals with respect to work done and installations made by Tenant that may be required for the issuance of a certificate of occupancy for the Premises, so that such certificate of occupancy shall be issued and the Premises shall be ready for the opening of Tenant's business on the Rent Commencement Date, subject to any delays outside of Tenant's control. Unless already obtained by Landlord, upon the issuance of the certificate of occupancy, a copy thereof shall be immediately delivered to Landlord. Promptly upon the completion of Tenant's Work, Tenant shall repair, clean and restore all portions of the Building affected by Tenant's Work to their prior condition.

## **ARTICLE 26 MISCELLANEOUS**

26.1 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.

26.2 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 10 above.

26.3 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. 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).

26.4 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.

26.5 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.

26.6 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.

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

26.8 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.

26.9 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.

26.10 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.

26.11 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 1, LLC,  
a Nebraska limited liability company

By: Chteeo

Name: Christopher L. Erickson

Title: Member

Date: 3/1/22

**TENANT**

Lincoln's City Centre, LLC  
a Nebraska limited liability company

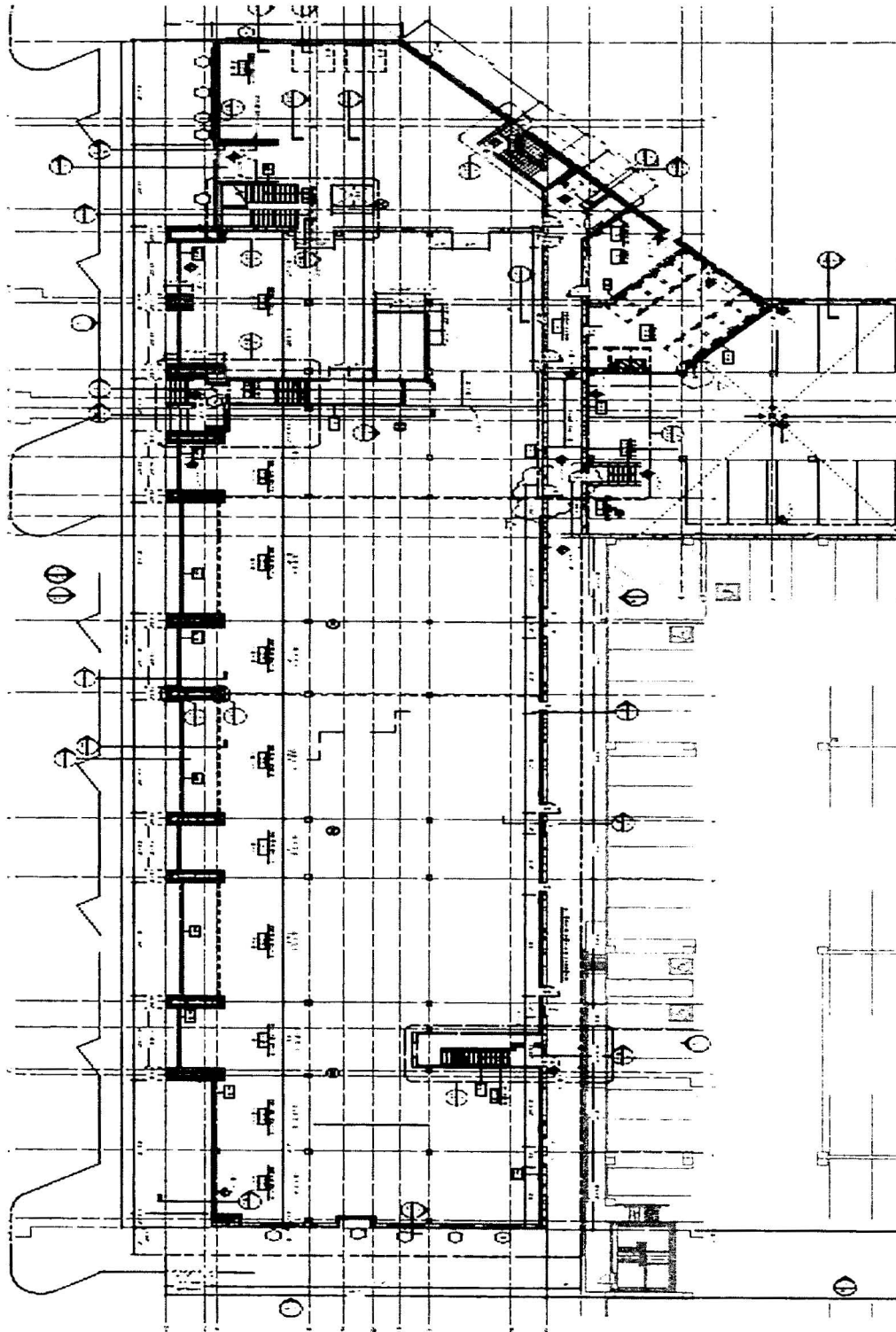
By: Chteeo

Name: Christopher L. Erickson

Title: Member

Date: 3/1/22

EXHIBIT "A"



## **EXHIBIT "B"**

### **Rules and Regulations**

1. Landlord may from time to time adopt appropriate systems and procedures for the security or safety of the Building, any persons occupying, using or entering the Building, or any equipment, finishings or contents of the Building, and Tenant will comply with Landlord's reasonable requirements relative to such systems and procedures.

2. The sidewalks, halls, passages, exits, entrances, elevators and stairways of the Building will not be obstructed by Tenant or used by Tenant for any purpose other than for ingress and egress from the Premises. The halls, passages, exits, entrances, elevators, escalators and stairways are not for the general public, and Landlord will in all cases retain the right to control and prevent access to such halls, passages, exists, entrances, elevators and stairways of all persons whose presence in the judgment of Landlord would be prejudicial to the safety, character, reputation and interests of the Building and its occupants; provided that nothing contained in these Rules and Regulations will be construed to prevent such access to persons with whom any tenant normally deals in the ordinary course of its business, unless such persons are engaged in illegal activities. Landlord reserves the right to exclude or expel from the Building any person who, in the judgment of Landlord, is intoxicated or under the influence of liquor or drugs or who in any way violates these Rules and Regulations. Neither Tenant nor any employee or invitee of Tenant will go upon the roof of the Building.

3. Subject to the terms of the Lease, no sign, placard, picture, name, advertisement or notice visible from the exterior of the Premises will be inscribed, painted, affixed or otherwise displayed by Tenant on any part of the Building or the Premises without the prior written consent of Landlord. Subject to the terms of the Lease, Landlord may adopt and furnish to Tenant general guidelines relating to signs inside the Building and Tenant agrees to conform to such guidelines. Subject to the terms of the Lease, all approved signs or lettering on doors will be printed, painted, affixed or inscribed at the expense of Tenant by a person approved by Landlord. Other than draperies expressly permitted by Landlord and Building standard window coverings, material visible from outside the Building will not be permitted. In the event of the violation of this paragraph by Tenant, Landlord may remove the violating items without any liability, and may charge the expense incurred by such removal to Tenant.

4. Other than draperies expressly permitted by Landlord and Building standard window coverings, no curtains, draperies, blinds, shutters, shades, screens or other coverings, hangings or decorations will be attached to, hung or placed in, or used in connection with any window of the Building or the Premises. Tenant shall cooperate with Landlord to obtain the efficient operation of heating, air conditioning, ventilating, electrical, fire safety and lighting systems in the Building and shall not tamper with or change the setting of any thermostats or temperature control valves in the Building.

5. The sashes, sash doors, skylights, windows, heating, ventilating and air conditioning vents and doors that reflect or admit light and air into the halls, passageways or other public places in the Building will not be covered or obstructed by Tenant, nor will any bottles, parcels or other articles be placed on any window sills.

6. No show cases or other articles will be put in front of or affixed to any part of the exterior of the Building, nor placed in the public halls, corridors or vestibules without the prior written consent of Landlord.

7. Tenant will not permit the Premises to be used for lodging or sleeping or for any immoral or illegal purpose. Tenant will not use or permit the use of the Premises in any manner which involves the unusual risk of injury to any person. Tenant will not engage or pay any non-salaried employees on the Premises, except those actually working for Tenant on the Premises. Tenant will not advertise for laborers giving an address at the Building. No cooking will be done or permitted by Tenant on the Premises, except in area of the Premises which are specifically constructed for cooking and except that use by Tenant of equipment for microwave cooking, brewing coffee, tea, hot chocolate and similar beverages will be permitted, provided that such use is in accordance with all applicable federal, state and city laws, codes, ordinances, rules and regulations.

8. Tenant will not employ any person or persons other than the cleaning service of Landlord for the purpose of cleaning the Premises, unless otherwise agreed to by Landlord in writing. Except with the written consent of Landlord, no person or persons other than those approved by Landlord will be permitted to enter the Building for the purpose of cleaning it. Tenant will not cause any unnecessary labor by reason of Tenant's carelessness or indifference in the preservation of good order and cleanliness. Should Tenant's actions result in any increased expense for any required cleaning, Landlord reserves the right to assess Tenant for such expenses. For multi-tenant office buildings, janitorial service will not be furnished on nights to offices which are occupied after Business Hours on those nights unless, by prior written agreement of Landlord and Tenant, service is extended to a later hour for specifically designated offices. The foregoing restrictions shall not apply to single tenant buildings, wherein the tenant shall handle all janitorial services for the Building and may specify its cleaning service.

9. Tenant shall not use the toilet rooms, toilets, urinals, wash bowls and other plumbing fixtures for any purpose other than those for which they are constructed, and no sweepings, rubbish, rags or other foreign substances will be thrown in such plumbing fixtures. All damages resulting from any misuse of the fixtures by Tenant will be borne by Tenant.

10. Tenant will not in any way deface any part of the Premises or the Building. Tenant shall not mark, paint or drill into any part of the Premises or the Building without the prior written consent of Landlord, in its sole discretion. Without the prior written consent of Landlord, Tenant will not lay linoleum, or other similar floor covering, so that the same will come in direct contact with the floor of the Premises, and, if linoleum or other similar floor covering is desired to be used, an interlining of builder's deadening felt will be first affixed to the floor, by a paste or other material, soluble in water, the use of cement or other similar adhesive material being expressly prohibited. In those portions of the Premises where carpet has been provided directly or indirectly by Landlord, Tenant will at its own expense install and maintain pads to protect the carpet under all furniture casters other than carpet casters.

11. For multi-tenant buildings, Tenant will not alter, change, replace or re-key any lock or install a new lock or a knocker on any door of the Premises without the prior written consent of Landlord. Landlord, its agents or employees, will retain a pass (master) key to all door locks on the Premises. Any new door locks required by Tenant or any change in keying of existing locks will be installed or changed by Landlord following Tenant's written request to Landlord and will be at Tenant's expense. All new locks and re-keyed locks will remain operable by Landlord's pass (master) key. Landlord will have the right to collect a reasonable charge for additional keys and access cards, if any, requested by Tenant. Tenant, upon termination of its tenancy, will deliver to Landlord all keys and access cards, if any, for the Premises and Building which have been furnished to Tenant.

12. Landlord will have the right to prescribe the weight, size and position of all equipment, materials, furniture or other property brought into the Building. Heavy objects will, if considered necessary by Landlord, stand on wood strips of such thickness as is necessary to properly distribute the weight. Landlord shall prescribe the weight, size and position of all safes used in the Building and all safes shall be installed in the manner designated by Landlord. Except as otherwise provided in this Lease, Landlord will not be responsible for loss of or damage to any property of Tenant from any cause, and all damage done to the Building by moving or maintaining such property will be repaired at the expense of Tenant. Landlord reserves the right to inspect all such property to be brought into the Building and to exclude from the Building all such property which violates any of these Rules and Regulations or the Lease. Supplies, goods, materials, packages, furniture and all other items of every kind delivered to or taken from the Premises will be delivered or removed through the entrance and route designated by Landlord, and Landlord will not be responsible for the loss or damage of any such property.

13. Tenant will not use or keep in the Premises or the Building any kerosene, gasoline or inflammable or combustible or explosive fluid or material or chemical substance other than limited quantities of such materials or substances reasonably necessary for the operation or maintenance of office equipment or limited quantities of cleaning fluids and solvents required in Tenant's normal operations in the Premises. Without Landlord's prior written approval, Tenant will not use any method of heating or air conditioning other than that supplied by Landlord. Tenant will not use or keep or permit to be used or kept any foul or noxious gas or substance in the Premises, or permit or suffer the Premises to be occupied or used in a manner offensive or objectionable to Landlord or other occupants or invitees of the Building by reason of noise, odors or vibrations, or interfere in any way with other occupants or invitees or those having business in the Building. Tenant will not be permitted to place or install any object (including, without limitation, radio and television antenna, loud speakers, sound amplifiers, microwave dishes, solar devices, or similar devices) on the exterior of the Building or on the roof of the Building.

14. Landlord will have the right, exercisable upon sixty (60) days prior notice and without liability to Tenant, to change the name and/or street address of the Building; provided in the event any such change shall be required by any governmental authority, Landlord shall only be required to give written notice of such change to Tenant promptly after Landlord learns of such requirement.

15. Landlord will have the right to prohibit any advertising by Tenant mentioning the Building which, in Landlord's reasonable opinion, tends to impair the reputation of the Building or its desirability as a building for commercial office/retail uses, and upon written notice from Landlord, Tenant will refrain from or discontinue such advertising.

16. Tenant will not bring any animals or birds into the Building other than service animals and will not permit bicycles or other vehicles inside or on the sidewalks outside the Building except in those areas, if any, designated from time to time by Landlord for such purposes.

17. All persons entering or leaving the Building between the hours of 6 p.m. and 7 a.m. Monday through Friday, and at all hours on Saturdays, Sundays and holidays will comply with such off-hour regulations as Landlord may establish and modify from time to time.

18. Tenant will store all its trash and garbage within its Premises. No material will be placed in the trash boxes or receptacles if such material is of such nature that it may not be disposed of in the ordinary and customary manner of removing and disposing of trash and garbage without being in violation of any law or ordinance governing such disposal. All garbage

and refuse disposal will be made only through entryways and elevators provided for such purposes and at such times as Landlord designates. Removal of any furniture or furnishings, large equipment, packing crates, packing materials and boxes will be the responsibility of Tenant and such items may not be disposed of in the Building trash receptacles. No furniture, appliances, equipment or flammable products of any type may be disposed of in the Building trash receptacles.

19. Canvassing, peddling, soliciting, and distribution of handbills or any other written materials in the Building are prohibited, and Tenant will cooperate to prevent the same.

20. For multi-tenant buildings, a directory of the Building will be provided for the display of the name and location of occupants in the first floor lobby of the Building. All entries on the building directory display will conform to standards and style established by Landlord in its sole discretion.

21. Tenant will see that the doors of the Premises are closed and locked and that all water faucets, water apparatus and utilities are shut off before Tenant or Tenant's employees leave the Premises, so as to prevent waste or damage, and for any default or carelessness in this regard Tenant will make good all injuries by Landlord sustained by other occupants of the Building.

22. Tenant will not conduct itself in any manner which is inconsistent with the character of the Building or which will impair the comfort and convenience of other occupants or other invitees in the Building.

23. The smoking or carrying of lit cigarettes, pipes, cigars or other smoking materials shall be prohibited within the Premises, the Building lobbies, corridors, elevators, foyers, stairways, restrooms, under building or below ground parking areas, mechanical rooms, janitors closets and all similar space within the Building, and except where Landlord has established smoking area(s) outside the Building, if any, on any sidewalks, walkways, entrances, exits, plazas, balconies or similar areas outside the Building. Landlord shall have the right to fine Tenant for each violation of this prohibition by employees of Tenant.

24. No act or thing done or omitted to be done by Landlord or Landlord's agent during the term of the Lease in connection with the enforcement of these Rules and Regulations will constitute an eviction by Landlord of Tenant nor will it be deemed an acceptance of surrender of the Premises by Tenant, and no agreement to accept such termination or surrender will be valid unless in a writing signed by Landlord. The delivery of keys to any employee or agent of Landlord will not operate as a termination of the Lease or a surrender of the Premises unless such delivery of keys is done in connection with a written instrument executed by Landlord approving the termination or surrender.

25. Landlord may waive any one or more of these Rules and Regulations for the benefit of Tenant, but no such waiver by Landlord will be construed as a waiver of such Rules and Regulations in favor of any other tenant or tenants, if applicable, nor prevent Landlord from enforcing any such Rules and Regulations against any or all of the tenants of the Building, if applicable, after such waiver. In these Rules or Regulations, Tenant includes the employees, agents, invitees and licensees of Tenant and others permitted by Tenant to use or occupy the Premises.

**EXHIBIT "C"**

**Prohibited Uses**

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# PAYPORT

NEBRASKA.GOV

## PURCHASE RECEIPT

**Nebraska Liquor Control Commission**

P.O. Box 95046  
Lincoln NE 68509-5046  
(402)471-4881  
brenda.hiland@nebraska.gov  
OTC Local Ref ID: 84082922  
6/28/2023 04:45 PM

Status: **APPROVED**  
Customer Name: Andrew Meyer  
Type: AmericanExpress  
Credit Card Number: \*\*\*\* \* 1003

Items	Quantity	TPE Order ID	Total Amount
Retail Liquor License (Class A, B, C, D, I, J, AB, AD, IB)	1	53286681	\$400.00

Applicant Name:: **Lincoln's City Centre LLC**Trade Name (DBA):: **The City Pub**Address:: **7861 Main Street, Suite L**City:: **LaVista**State:: **NE**Zip Code:: **68128**Phone Number:: **402-681-4030**Email Address:: **lkintner@city-ventures.com**

Total remitted to the Nebraska Liquor Control Commission	\$400.00
Total Amount Charged	\$409.96