

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 I LIQUOR LICENSE FOR SMASH PARK OMAHA, LLC DBA SMASH PARK IN LA VISTA, NEBRASKA.

WHEREAS, Smash Park Omaha, LLC dba Smash Park, 8121 S. 125th Street, La Vista, Sarpy County, Nebraska, has applied to the Nebraska Liquor Control Commission for a Class I 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 I Liquor License submitted by Smash Park Omaha, LLC dba Smash Park, 8121 S 125th Street, La Vista, Sarpy County, Nebraska.

PASSED AND APPROVED THIS 16TH DAY OF APRIL 2024.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk



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

TO: Pam Buethe, City Clerk

FROM: Acting Chief Captain D. J. Barcal

DATE: April 3, 2024

RE: Local Background Check– Smash Park Omaha LLC

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 at the Smash Park Omaha LLC for Bradley T. Howard. No criminal record was located.

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

APPLICATION FOR LIQUOR LICENSE CHECKLIST RETAIL

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

License Class: I

License Number:

126344

RECEIVED

Date Stamp **18 MAR 2024** Use this only
Do not stamp any of the following pages

NEBRASKA LIQUOR
CONTROL COMMISSION

Office Use Only

NEW / REPLACING _____

TOP Yes / No

Hot List Yes No

Initial: KF

PLEASE READ CAREFULLY

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

APPLICANT NAME Smash Park Omaha LLC

TRADE (DBA) NAME Smash Park

PREVIOUS TRADE (DBA) NAME Smash Park

CONTACT NAME AND PHONE NUMBER Kerri Lockyear 913-231-5877

CONTACT EMAIL ADDRESS kerri@smashpark.com

From h x

10-31-2037

o

Form 100 pg 4
etc in Nebraska
10%
Form 103 pg 1
lease address of prop

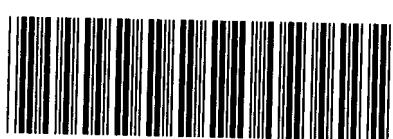
Office use only

PAYMENT TYPE Payroll

AMOUNT \$400 - RCPT

RECEIVED: 3/15/24

DATE DEPOSITED



2400003214

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

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 _____ Phone Number _____

Firm Name _____

Email address _____

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

FORMATIONTrade Name (doing business as) Smash ParkStreet Address 8121 S 125th StreetCity LaVistaCounty Sarpy

59

Zip Code 68128

+5626

Premises Telephone number 402-877-8770Business e-mail address info@smashparkomaha.com

Is this location inside the city/village corporate limits

YES NO **MAILING ADDRESS (where you want to receive mail from the Commission)**

Check if same as premises

Name Smash Park Omaha LLCStreet Address 160 S 68th Street Suite 1206City West Des MoinesState IAZip Code 50263

50266

8305

DESCRIPTION AND DIAGRAM OF THE AREA TO BE LICENSED

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

DO NOT SEND BLUEPRINTS, ARCHITECH OR CONSTRUCTION DRAWINGS

PROVIDE LENGTH X WIDTH IN FEET (NOT SQUARE FOOTAGE)

INDICATE THE DIRECTION OF NORTH

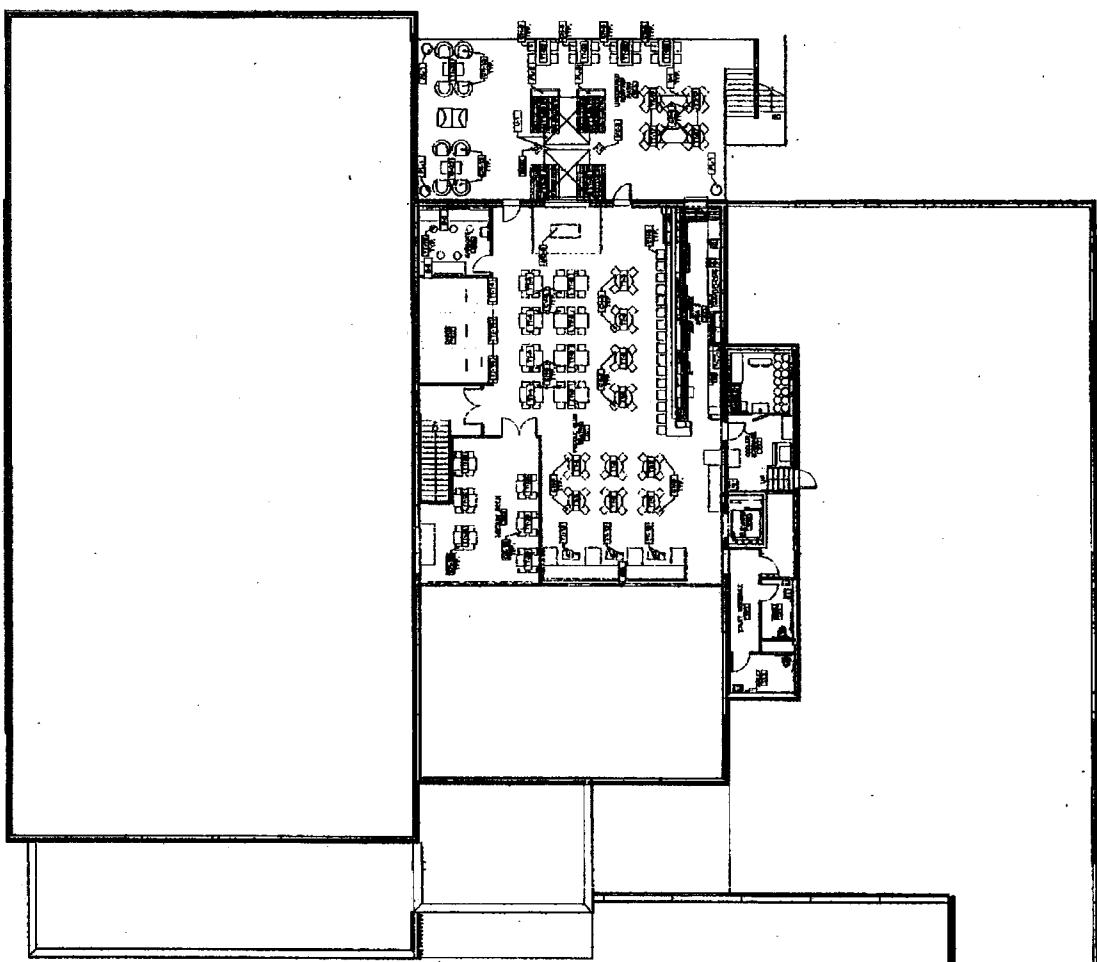
 $= 190' \times 162'$ Building length _____ x width 31095 in feetIs there a basement? Yes _____ No If yes, length _____ x width _____ in feetIs there an outdoor area? Yes No _____ If yes, length _____ x width 17690 in feet+

*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 $= 1860' \times 102'$ **PROVIDE DIAGRAM OF AREA TO BE LICENSED BELOW OR ATTACH SEPARATE SHEET**

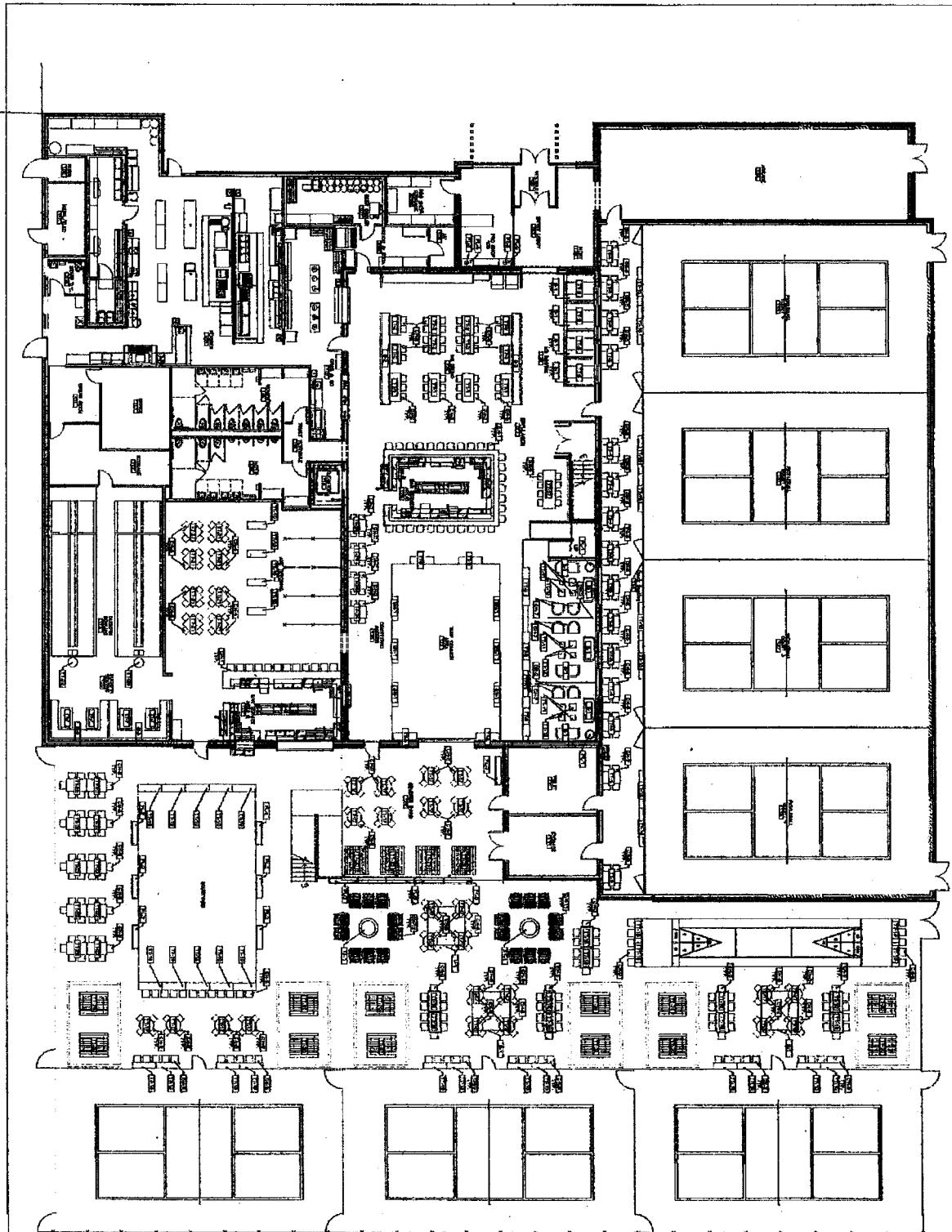
102

Algebra
Algebra
Algebra



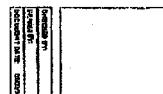
1 FURNITURE PLAN

2

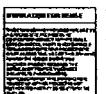


Wardrobe
Serving
Sleeper
Cupboard
Side table

101 FURNITURE PLAN



INTERIOR DESIGN
LA VILLE
DES AMÉRIQUES



FURNITURE PLANS
HHA

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) Farmers State Bank

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

YES NO

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

10% ownership in company by 8 people (Dan Jeesse, Amy&Todd Dvorak, Brett Teele,Kelly Reger,Scott Arlandson,John Evenson,Brian Runninen

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.

Farmer State bank/ Brad Howard, Matt Hau, Kerri Lockyear, Monty Lockyear

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.

Kerri & Monty Lockyear WDSM,Ia # LC 0044621 , Roseville,MN 79024.

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)
See form 103		

Experience

Applicant Name/Job Title	Date of Employment	Name & Location of Business
Form 103		

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 10/2037
 Deed
 Purchase Agreement

14. When do you intend to open for business? 5/27/24

15. What will be the main nature of business? Entertainment/restaurant/bar/pickleball

16. What are the anticipated hours of operation? Mon-Sun 8am-midnight/Fri-Sat 8am to 2am

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	
3120 Whitepine ct ,Waukeee,la 50263	2013	2024	same /Waukeee,la	2013	2024

If necessary, attach a separate sheet

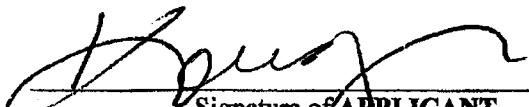
**PERSONAL OATH AND CONSENT OF INVESTIGATION
SIGNATURE PAGE - PLEASE READ CAREFULLY**

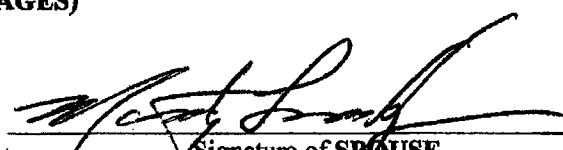
The undersigned applicant(s) hereby consent(s) to an investigation of his/her background and release present and future records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant(s) and spouse(s) waive(s)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


Signature of SPOUSE
MANDY LOCKYEAR
Printed Name of SPOUSE


Signature of APPLICANT
MANDY LOCKYEAR
Printed Name of APPLICANT


Signature of SPOUSE
KERRRI LOCKYEAR
Printed Name of SPOUSE

Nebraska Secretary of State

SMASH PARK, LLC

Name in Home State

SMASH PARK OMAHA, LLC

Thu Mar 21 10:52:29 2024

SOS Account Number

2403083182

Status

Active

Principal Office Address

160 S. 68TH STREET
SUITE 1208
WEST DES MOINES, IA 50266
USA

Registered Agent and Office Address

COGENCY GLOBAL INC.
5601 S. 59TH STREET
SUITE C
LINCOLN, NE 68516

Nature of Business

Not Available

Entity Type

Foreign LLC

Qualifying State: IA

Date Filed

Mar 19 2024

Next Report Due Date

Jan 01 2025

Filed Documents

Filed documents for SMASH PARK, 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	
Foreign Certificate of Authority	Mar 19 2024	\$1.35 = 3 page(s) @ \$0.45 per page	Purchase Now

Good Standing Documents

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

Online Certificate of Good Standing with Electronic Validation

\$6.50

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
WEBSITE: www.lcc.nebraska.gov

License
Class: _____

License Number: _____

Office Use only

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

Smash Park Omaha LLC

Name of Registered Agent: **Drew Larson**

LLC Address: **8121 S 125th Street**

City: **LaVista** State: **NE** Zip Code: **68128 +5626**

LLC Phone Number: **402-877-8770** LLC Fax Number: **NA**

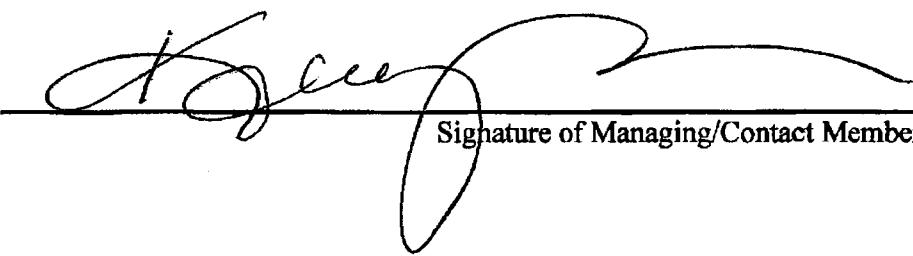
Name of Managing/Contact Member

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

Last Name: **Lockyear** First Name: **Kerri** MI: **A**

Home Address: **3120 Whitepine Ct** City: **Waukee**

State: **IA** Zip Code: **50263** Home Phone Number: **913-231-5877**


Signature of Managing/Contact Member

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

Last Name: Lockyear First Name: Kerri MI: A

Social Security Number: [REDACTED]

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

Spouse Social Security Number: [REDACTED]

Percentage of member ownership 45%

Last Name: Lockyear First Name: Monty MI: R

Social Security Number: [REDACTED]

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

Spouse Social Security Number: [REDACTED]

Percentage of member ownership 45%

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 _____

Cap Table - Omaha

Minority Investor	Investment	Operating Company %
Lockyears	\$0.00	90.00% 90
Daniel Jesse	\$205,000.00	4.10% 4
Dvorak	\$80,000.00	1.60% 1
Teele	\$150,000.00	3.00% 2
Bruggeman	\$0.00	0.00%
Minor	\$0.00	0.00%
Hatlestad	\$0.00	0.00%
King & Hafiz	\$0.00	0.00%
Reger	\$35,000.00	0.70% 1
Mohabir	\$0.00	0.00%
Jesse	\$0.00	0.00%
Gasman	\$15,000.00	0.30% 1
Arlandson/Evenson/Runningen	\$15,000.00	0.30% 1
Totals	\$500,000.00	100.000%

.35% each between Kelly Reger (male) and Mary Ball (female). The

.10% each for the three investors

Daniel Jesse	
Amy Dvorak	
Todd Dvorak	
Brent Teele	
Kelly Reger	
Mary Ball	
Corey Gasman	
Melissa Khaira	
Scott Arlandson	
Alesia Arlandson	
John Evenson	
Brian Runningen	

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: 1/24 Ending Date: 12/24

Is this a Non Profit Corporation?

YES NO

If yes, provide the Federal ID #. _____

APPLICATION FOR CERTIFICATE OF AUTHORITY FOREIGN LIMITED LIABILITY COMPANY

Robert B. Evn, Secretary of State
 P.O. Box 94608
 Lincoln, NE 68509
www.sos.nebraska.gov

An original certificate of existence from the appropriate authority in the jurisdiction or state under whose laws the limited liability company was organized must be filed with this document. NOTE: A certified copy of the company's certificate of organization may not be filed in lieu of a certificate of existence.

Name of Limited Liability Company Smash Park Omaha, LLC

Alternate Name Smash Park, LLC

(complete only if actual name is unavailable for use or does not comply with Nebraska law)

Name and address of registered agent in Nebraska:

Registered Agent Name: Cogency Global Inc.

Registered Agent Address:

<u>5601 S. 59th Street, Suite C</u>	<u>Lincoln</u>	<u>NE 68516</u>
<u>Street and Mailing Address</u>	<u>City</u>	<u>Zip</u>

Address of Principal Office:

<u>160 S. 68th Street, Suite 1208</u>	<u>West Des Moines</u>	<u>IA</u>	<u>50266</u>
<u>Street and Mailing Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>

If required by state or jurisdiction of organization, office maintained in that jurisdiction:

<u>160 S. 68th Street, Suite 1208</u>	<u>West Des Moines</u>	<u>IA</u>	<u>50266</u>
<u>Street and Mailing Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>

Organized under the laws of the State or Jurisdiction of Iowa

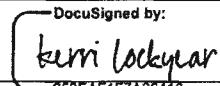
Nature of the Business, purposes to be conducted or promoted in this state or professional services being rendered:

Entertainment venue

Effective date if other than the date filed _____

Date 3/15/2024

DocuSigned by:


 053EAE1F7A66416
 Signature of Authorized Representative

Kerri Lockyear

Printed Name of Authorized Representative

IOWA SECRETARY OF STATE
PAUL D. PATE



CERTIFICATE OF EXISTENCE

Issue Date: 3/15/2024

Name: SMASH PARK OMAHA, LLC (489DLC - 687934)

Date of Formation: 10/11/2021

Duration: PERPETUAL

I, Paul D. Pate, Secretary of State of the State of Iowa, custodian of the records of incorporations, certify the following for the limited liability company named on this certificate:

- a. The entity is in existence and duly formed under the laws of Iowa. A certificate of organization has been filed and has taken effect.
- b. All fees, taxes and penalties required under the Revised Uniform Limited Liability Company Act and other laws due the Secretary of State have been paid.
- c. The most recent biennial report required has been filed with the Secretary of State.
- d. The Secretary of State has not administratively dissolved the limited liability company.
- e. The Secretary of State has not filed either a statement of dissolution or statement of termination. The records of the Secretary of State do not otherwise reflect that the limited liability company has been dissolved or terminated.
- f. A proceeding is not pending under section 489.705

Certificate ID: CS282930

To validate certificates visit:
sos.iowa.gov/ValidateCertificate

A handwritten signature of Paul D. Pate in black ink.

Paul D. Pate, Iowa Secretary of State

STATE OF NEBRASKA

United States of America, } ss.
State of Nebraska }

Secretary of State
State Capitol
Lincoln, Nebraska

I, Robert B. Evnen, Secretary of State of the
State of Nebraska, do hereby certify that

SMASH PARK, LLC

a Iowa limited liability company, filed an Application for Certificate of
Authority in this office on March 19, 2024 and is hereby authorized
to transact business in the state of Nebraska as of the date of this certificate.

In Testimony Whereof,



I have hereunto set my hand and
affixed the Great Seal of the
State of Nebraska on this date of
March 19, 2024

A handwritten signature in black ink that reads "Robert B. Evnen".

Secretary of State

**CERTIFICATE OF ORGANIZATION
OF
SMASH PARK OMAHA, LLC**

Pursuant to Section 201 of the Revised Uniform Limited Liability Company Act, the undersigned forms the limited liability company by adopting the following Certificate of Organization for the limited liability company:

ARTICLE I

The name of this limited liability company is Smash Park Omaha, LLC (the "Company").

ARTICLE II

The street address of the initial registered office of the Company in the State of Iowa is BrownWinick Law Firm, 666 Grand Ave., Suite 2000, Des Moines, IA 50309, and the name of its initial registered agent at such address is Drew D. Larson.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Organization the 11th day of October, 2021.



Drew D. Larson, Organizer

IOWA SECRETARY OF STATE
PAUL D. PATE



CERTIFICATE OF EXISTENCE

Issue Date: 3/15/2024

Name: SMASH PARK OMAHA, LLC (489DLC - 687934)

Date of Formation: 10/11/2021

Duration: PERPETUAL

I, Paul D. Pate, Secretary of State of the State of Iowa, custodian of the records of incorporations, certify the following for the limited liability company named on this certificate:

- a. The entity is in existence and duly formed under the laws of Iowa. A certificate of organization has been filed and has taken effect.
- b. All fees, taxes and penalties required under the Revised Uniform Limited Liability Company Act and other laws due the Secretary of State have been paid.
- c. The most recent biennial report required has been filed with the Secretary of State.
- d. The Secretary of State has not administratively dissolved the limited liability company.
- e. The Secretary of State has not filed either a statement of dissolution or statement of termination. The records of the Secretary of State do not otherwise reflect that the limited liability company has been dissolved or terminated.
- f. A proceeding is not pending under section 489.705

Certificate ID: CS282930

To validate certificates visit:
sos.iowa.gov/ValidateCertificate

A handwritten signature of Paul D. Pate in black ink.

Paul D. Pate, Iowa Secretary of State

Iowa Secretary of State
321 East 12th Street
Des Moines, IA 50319
sos.iowa.gov



FILED

Date **10/11/2021 01:20 PM**
Corp No **687934**
Cert No **FT0144317**

Certificate of Organization - LLC

Information

CODE 489 DOMESTIC LIMITED LIABILITY COMPANY

10/11/2021

SMASH PARK OMAHA, LLC

10/11/2021

10/11/2021 1:00:00 PM

Effective Date and Time

Perpetual

10/11/2021

No

10/11/2021

Registered Agent and Registered Office Address

DREW D LARSON

10/11/2021

666 GRAND AVENUE

10/11/2021

SUITE 2000

Address 1

DES MOINES

10/11/2021

IA

50309

USA

State

Zip

Country

Principal office

10/11/2021

Address 1

10/11/2021

State

Zip

Country

Signature(s)

DREW D. LARSON

10/11/2021

10/11/2021 1:19:02 PM

10/11/2021

IOWA
SECRETARY OF STATE

No: FT0144317
Date: 10/11/2021

489DLC-687934
SMASH PARK OMAHA, LLC

ACKNOWLEDGEMENT OF DOCUMENT FILED

The Secretary of State acknowledges receipt of the following document:

Certificate of Organization

The document was filed on Oct 11 2021 1:20PM, to be effective as of Oct 11 2021 1:20PM.

The amount of \$50.00 was received in full payment of the filing fee.



A handwritten signature in black ink that reads "Paul D. Pate".

PAUL D. PATE SECRETARY OF STATE

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
WEBSITE: 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.

Name of Corporation/LLC: Smash Park Omaha LLC

Premises Trade Name/DBA: Smash Park

Premises Street Address: 8121 S. 125th STREET

City: La VISTA County: SARPY Zip Code: 68125

Premises Phone Number: 402-877-8770

Premises Email address: kerrie@smashpark.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.

Barcode

MANAGER INFORMATIONLast Name: HOWARD First Name: BRAD MI: THome Address: 4909 N 142nd STREETCity: OMAHA County: DOUGLAS Zip Code: 68164 ⁺⁶⁰⁹⁰Home Phone Number: 216-386-0088Driver's License Number: [REDACTED]Social Security Number: [REDACTED]Date of Birth: [REDACTED] Place of Birth: PORTSMOUTH, VAEmail address: nbak11c2023@gmail.comI have completed my complete spouse information (even if spouse is not currently being submitted) YES NO* SPOUSE**Spouse Information**Spouses Last Name: HOWARD First Name: NICOLE MI: NSocial Security Number: [REDACTED]Driver's License Number: [REDACTED]Date of Birth: [REDACTED] Place of Birth: MINOT, ND**APPLICANT & SPOUSE MUST LIST RESIDENCE(S) FOR THE PAST TEN (10) YEARS**APPLICANTSPOUSE

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
OMAHA, NE	2012	2024	OMAHA, NE	2009	2024

MANAGER'S LIST OF TWO EMPLOYERS

YEAR FROM	TO	NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2002	2024	LEVY RESTAURANTS	CHRIS VANDORN	402-599-6855
2000	2002	KOOL BEANZ CAFE	CHEF KEVIN	850-224-2466

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
BRAD HOWARD	8/1994	TALLAHASSEE, FL	GRAND THEFT	ADJUDICATION WITHHELD

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)
BRAD HOWARD	09/2022	SENVSAFE ALCOHOL (EXPIRES 9/2025)

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

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
BRAD HOWARD	8/2002 - 3/2024	LEVY RESTAURANTS 455 N 10 th ST OMAHA NE 68102
DIRECTOR OF OPERATIONS		

5. Have you enclosed Form 147 regarding fingerprints?

YES NO

PERSONAL DATA 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.

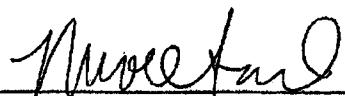
Must be signed by applicant and spouse.



Signature of **APPLICANT**

Brad Howard

Printed Name of **APPLICANT**



Signature of **SPOUSE**

Nicole Howard

Printed Name of **SPOUSE**

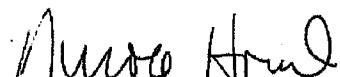
SPOUSAL AFFIDAVIT OF NON PARTICIPATION INSERT

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

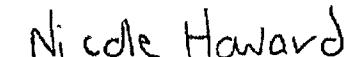
Office Use

NH 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.

BH 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**



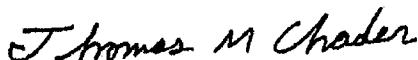
Print Name

State of Nebraska, County of Douglas

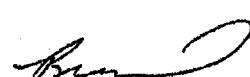
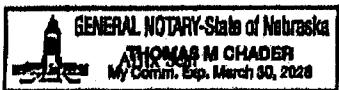
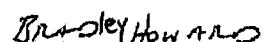
The foregoing instrument was acknowledged before me
this 14th of March, 2024 (date)

by Nicole Howard

Name of person acknowledged
(Individual signing document)



Notary Public Signature


Signature of **APPLICANT**

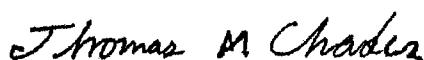
Print Name

State of Nebraska, County of Douglas

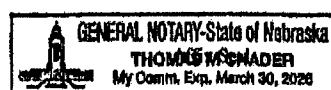
The foregoing instrument was acknowledged before me
this 14th of March, 2024 (date)

by Bradley Howard

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.

**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

Office Use only

Date Stamp HERE ONLY

Do not stamp any of the following pages

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
Or a check made payable to NSP can be mailed directly to the following address:
Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License

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

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

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

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

Trade Name _____

Name of Person Being Fingerprinted: BRALEY THOMAS HOWARD

Date of Birth: _____

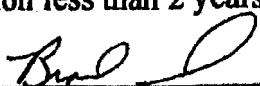
Date fingerprints were taken: 3/14/24

Location where fingerprints were taken: NSP, 4411 SOUTH 108th ST, OMAHA, NE 68127

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

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

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
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*****Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License*****

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

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Fingerprint cards should be submitted with the application.

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

Trade Name Smash Park Omaha LLC

Name of Person Being Fingerprinted: Monty Lockyear

Date of Birth:

Date fingerprints were taken: 3/22/204

Location where fingerprints were taken: 4411 S 108th street omaha 68127

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

11. *Leucosia* *leucostoma* (Fabricius) *leucostoma* (Fabricius)

~~PRINT NAME~~
SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

**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

Office Use only

Date Stamp HERE ONLY

Do not stamp any of the following pages

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

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*****Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License*****

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

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

Trade Name Smash Park Omaha LLC

Name of Person Being Fingerprinted: Kerri Lockyear

Date of Birth:

Date fingerprints were taken: 5/22/2024

Location where fingerprints were taken: NSP 4411 South 108th Street Omaha 68127

How was payment made to NSP?

NSP PAYPORT CASH CHECK SENT TO NSP CK

My fingerprints are already on file with the application less than 2 years ago? YES

SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

*Of the United States,
in Order to form a more perfect Union,
establish Justice, insure domestic Tranquility,
provide for the common defence,
promote the general Welfare, and secure
the Blessings of Liberty to ourselves and
our Posteriority, do ordain and establish this
Constitution for the United States of America.*

3
SIGNATURE OR BEARER / SIGNATURE DE PORTEUR / FIRMA DEL TITULAR

PASSPORT
PASSPORT
PASSPORT
UNITED STATES OF AMERICA

Surname

LOCK

Given names / Prenoms / Nombres

CHARITY ROWE

Nationality / Nationalité

UNITED STATES

SEX / SEXE / SEXO

Sex / Sexe / Sexo

M

Authority / Autorité / Autoridad

United States

Department of

U.S. State

Congratulations!

I/We have successfully completed the **Six Sigma Yellow Belt** Certificate Program. This is our official Six Sigma Yellow Belt Certificate Card and provides confirmation that you have studied and are knowledgeable about the Six Sigma Yellow Belt program.

Thank you for participating in the ServSafe Alcohol program. Responsible alcohol service begins with the choices you make, and ServSafe Alcohol training will help you make the right decision when the moment arises.

By completing the ServSafe Alcohol program, you show your dedication to safe and responsible alcohol service. The ServSafe Alcohol program and the National Restaurant Association are dedicated to helping you continue to raise the bar on alcohol safety.

To learn more about our full suite of responsible alcohol service training products, contact your State Restaurant Association, your distributor or visit us at ServSafe.com.

We value your dedication to responsible alcohol service and applaud you for making the commitment to keep your operation, your customers and your community safe.

Sincerely,

Samuel L. Brown

Sherman Brown
Executive Vice President, National Restaurant Association Solutions

The logo for ServSafe Alcohol® features the word "ServSafe" in a bold, sans-serif font with a registered trademark symbol, and "Alcohol" in a smaller, regular font. A stylized blue and white swoosh graphic is positioned above the text. To the right, a circular seal contains the text "CERTIFICATE OF COMPLETION" at the top, followed by "SERVSAFE ALCOHOL" in the center, and "2014" at the bottom. The seal is surrounded by a decorative border.

ServSafe Alcohol® CERTIFICATE

BRAD HOWARD

NAME

REFERENCES

DATE OF EXAMINATION

This certificate constitutes comprehension of the Services Alcohol

In Alaska you must laminate your card to make it durable.

233 South Water St. Unit 6
Seattle, WA 98101
1-800-SEAS-AFF
312-215-2100 M-F
5erv3afo.com

<u>Case ID</u>	<u>Initiated Date</u>	<u>Title</u>	<u>Name</u>	<u>DOB</u>	<u>Role</u>
<u>02641 STP609432</u>	05/04/2001	STATE OF IOWA vs LOCKYEAR, MONTY ROWE	LOCKYEAR, MONTY ROWE	11/04/1973	DEFENDANT
<u>04781 LACV073160</u>	07/10/1997	MONTY ROWE LOCKYEAR VS DEPARTMENT OF TRANSPORTATION	LOCKYEAR, MONTY ROWE		PLAINTIFF
<u>05771 LACL068450</u>	02/20/1996	WATERWORKS DEVELOPMENT VS JOHN DEXTER AND MONTY LOCKYEAR	LOCKYEAR, MONTY ROWE	11/04/1973	DEFENDANT
<u>05771 LACL080990</u>	09/13/1999	MONTY LOCKYEAR VS DAYTONAS INC, STEVE MCFADDEN ETAL	LOCKYEAR, MONTY	11/04/1973	PLAINTIFF
<u>05771 OWOM040535</u>	02/09/1995	STATE VS. MONTY R LOCKYEAR	LOCKYEAR, MONTY ROWE	11/04/1973	DEFENDANT
<u>05771 STCL303258</u>	02/10/1995	STATEIOWA vs LOCKYEAR, MONTY ROWE	LOCKYEAR, MONTY ROWE	11/04/1973	DEFENDANT
<u>05771ANSTAN201491</u>	12/08/1999	CITY OF ANKENY vs LOCKYEAR, MONTY	LOCKYEAR, MONTY	11/04/1973	DEFENDANT

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Trial Court [Statewide]

<u>Case ID</u>	<u>Initiated Date</u>	<u>Title</u>	<u>Name</u>	<u>DOB</u>	<u>Role</u>
02081 STA0030514	03/18/2015	STATE OF IOWA vs LOCKYEAR, KERRI ANNETTE	LOCKYEAR, KERRI ANNETTE	[REDACTED]	DEFENDANT
05771DMSTDM277891	09/02/1993	CITY OF DES MOINES vs BRYAN, KERRI ANNETTE	LOCKYEAR, KERRI ANNETTE	[REDACTED]	DEFENDANT

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Trial Court Case Details

[Summary]	Parties	[Long Title]	[Filings]	Property/Lis Pendens	[Criminal Charges/Disposition]	Judgment/Liens
Exhibits	[Financial]	[Bonds]	Service Returns	Traffic Details	<i>Links in this section without [] are for registered users only Register Now!</i>	

Summary

Title: CITY OF DES MOINES vs BRYAN, KERRI ANNETTE
 Case: 05771DMSTDM277891 (POLK)

Originating County Created

POLK 09/02/1993

Disposition Status Disposition Date Reopened Date Microfilm Ref

VIOLATIONS HANDLED BY 09/20/1993
 CLERK

Charges Speedy Trial:

<u>Count</u>	<u>Original Charge</u>	<u>Offense Date</u>	<u>Charge Class</u>	<u>Adjudication</u>	<u>Adjudication Charge</u>	<u>Adjudication Class</u>
01	FAILURE TO STOP AT RED STOP SIGNAL	09/02/1993	SIMPLE MISDEMEANOR	DNU-GUILTY	FAILURE TO STOP AT RED STOP SIGNAL	SIMPLE MISDEMEANOR

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Trial Court Case Details

[Summary]	Parties	[Long Title]	[Filings]	Property/Lis Pendens	[Criminal Charges/Disposition]	[Judgment/Liens]
Exhibits	[Financial]	[Bonds]	Service Returns	Traffic Details	<i>Links in this section without / / are for registered users only Register Now!</i>	

Summary

Title: STATE OF IOWA vs LOCKYEAR, KERRI ANNETTE
 Case: 02081 STA0030514 (BOONE)
 Citation Number: P019RIP1503181029454

EDMS

<u>Originating County</u>	<u>Created</u>
BOONE	03/18/2015

<u>Disposition Status</u>	<u>Disposition Date</u>	<u>Reopened Date</u>	<u>Microfilm Ref</u>
VIOLATIONS HANDLED BY CLERK	04/05/2015		

Charges Speedy Trial:

<u>Count</u>	<u>Original Charge</u>	<u>Offense Date</u>	<u>Charge Class</u>	<u>Adjudication</u>	<u>Adjudication Charge</u>	<u>Adjudication Class</u>
01	SPEEDING 55 OR UNDER ZONE (11 THRU 15 OVER)	03/18/2015	SCHEDULED VIOLATION	GUILTY - NEGOTIATED/VOLUN PLEA	SPEEDING 55 OR UNDER ZONE (11 THRU 15 OVER)	SCHEDULED VIOLATION

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Summary

Title: CITY OF ANKENY vs LOCKYEAR, MONTY
 Case: 05771ANSTAN201491 (POLK)
 Citation Number: AN201491

Originating County Created
 POLK 12/08/1999

Disposition Status Disposition Date Reopened Date Microfilm Ref
 VIOLATIONS HANDLED BY 12/29/1999
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Charges Speedy Trial:

<u>Count</u>	<u>Original Charge</u>	<u>Offense Date</u>	<u>Charge Class</u>	<u>Adjudication</u>	<u>Adjudication Charge</u>	<u>Adjudication Class</u>
01	SAFETY BELTS AND SAFETY HARNESSSES	12/02/1999	SIMPLE MISDEMEANOR	DNU-GUILTY	SAFETY BELTS AND SAFETY HARNESSSES	SIMPLE MISDEMEANOR

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Summary

Title: STATEIOWA vs LOCKYEAR, MONTY ROWE

Case: 05771 STCL303258 (POLK)

Originating County Created

POLK 02/10/1995

Disposition Status Disposition Date Reopened Date Microfilm Ref

GUILTY PLEA/DEFAULT 06/20/1995

Charges Speedy Trial:

<u>Count</u>	<u>Original Charge</u>	<u>Offense Date</u>	<u>Charge Class</u>	<u>Adjudication</u>	<u>Adjudication Charge</u>	<u>Adjudication Class</u>
01	DNU - TRUCK SPEEDING < 55 (6 THRU 10 OVER)	02/05/1995	SCHEDULED VIOLATION	DNU-GUILTY	DNU - TRUCK SPEEDING < 55 (6 THRU 10 OVER)	SCHEDULED VIOLATION

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Summary

Title: STATE VS. MONTY R LOCKYEAR
 Case: 05771 OWOM040535 (POLK)

Originating County Created

POLK 02/09/1995

<u>Disposition Status</u>	<u>Disposition Date</u>	<u>Reopened Date</u>	<u>Microfilm Ref</u>
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GUILTY PLEA/DEFAULT 05/24/1995 2988-2289

Charges Speedy Trial:

<u>Count</u>	<u>Original Charge</u>	<u>Offense Date</u>	<u>Charge Class</u>	<u>Adjudication</u>	<u>Adjndication Charge</u>	<u>Adjndication Class</u>
01	OPER VEH WH INT (OWI) / 1ST OFF (SRMS)	02/05/1995	SERIOUS MISDEMEANOR	DNU-GUILTY	OPER VEH WH INT (OWI) / 1ST OFF (SRMS)	SERIOUS MISDEMEANOR

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Summary

Title: MONTY LOCKYEAR VS DAYTONAS INC, STEVE MCFADDEN ETAL
Case: 05771 LACL080990 (POLK)

Originating County Created

POLK 09/13/1999

Disposition Status Disposition Date Reopened Date Microfilm Ref

DISMISSED 12/15/1999

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Summary

Title: WATERWORKS DEVELOPMENT VS JOHN DEXTER AND MONTY LOCKYEAR

Case: 05771 LACL068450 (POLK)

Originating County Created

POLK 02/20/1996

Disposition Status Disposition Date Reopened Date Microfilm Ref

DISMISSED 01/27/1997 3266-0439

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Summary

Title: MONTY ROWE LOCKYEAR VS DEPARTMENT OF TRANSPORTATION

Case: 04781 LACV073160 (POTTAWATTAMIE)

Originating County Created

POTTAWATTAMIE 07/10/1997

<u>Disposition Status</u>	<u>Disposition Date</u>	<u>Reopened Date</u>	<u>Microfilm Ref</u>
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BY TRIAL TO COURT 09/23/1997 86959

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Summary

Title: STATE OF IOWA vs LOCKYEAR, MONTY ROWE
 Case: 02641 STP609432 (MARSHALL)
 Citation Number: P609432

Originating County Created

MARSHALL 05/04/2001

Disposition Status Disposition Date Reopened Date Microfilm Ref

VIOLATIONS HANDLED BY 06/03/2001
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Charges Speedy Trial:

<u>Count</u>	<u>Original Charge</u>	<u>Offense Date</u>	<u>Charge Class</u>	<u>Adjudication</u>	<u>Adjudication Charge</u>	<u>Adjudication Class</u>
01	SPEEDING 55 OR UNDER ZONE (11 THRU 15 OVER)	04/30/2001	SCHEDULED VIOLATION	DNu-GUILTY	SPEEDING 55 OR UNDER ZONE (11 THRU 15 OVER)	SCHEDULED VIOLATION

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ADDENDUM TO LEASE

THIS ADDENDUM TO LEASE (this "Addendum") is made effective March 18, 2024 (the "Addendum Effective Date") by and between Fleetwater Real Estate Investments, LLC, an Iowa limited liability company ("Landlord"), and Smash Park Omaha, LLC, an Iowa limited liability company ("Tenant"). Landlord and Tenant are each, a "Party" and together, the "Parties".

RECITALS:

WHEREAS, Landlord and Tenant are parties to that certain Lease, dated October 28, 2022, regarding the lease of that certain property located in the City of La Vista, Sarpy County, Nebraska (as more specifically defined therein the "Property") (the "Lease"); and

WHEREAS, the Parties desire to amend the Lease to confirm the physical address of the Property.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree:

1. **Recitals; Definitions.** The foregoing recitals are incorporated by this reference. Capitalized terms used but undefined in this Addendum shall have the meaning given to them in the Lease.

2. **The Property.** The Parties hereby agree to amend Exhibit "A" to the Lease to add the physical address to the description of the Property. The Property's physical address is: 8121 S 125th Street, La Vista, NE 68128.

3. **Continuing Effect.** Except as amended hereby, the Lease remains in full force and effect. To the extent of any conflict between this Addendum and the Lease, this Addendum's terms control.

4. **Counterparts.** This Addendum may be executed by the Parties in separate counterparts, all of which together shall constitute one and the same instrument. Facsimile and PDF signatures shall be given the same effect as original signatures.

IN WITNESS WHEREOF, the Parties executed this Addendum as of the Addendum Effective Date.

LANDLORD:

FLEETWATER REAL ESTATE INVESTMENTS, LLC,
an Iowa limited liability company

By: Monty Lockyear
Monty Lockyear (Mar 18, 2024 21:40 CDT)
Monty Lockyear, Manager

TENANT:

SMASH PARK OMAHA, LLC,
an Iowa limited liability company

By: Monty Lockyear
Monty Lockyear (Mar 18, 2024 21:40 CDT)
Monty Lockyear, Manager

LEASE

BY AND BETWEEN

**FLEETWATER REAL ESTATE INVESTMENTS, LLC, an Iowa limited liability company, as
Landlord;**

and

SMASH PARK OMAHA, LLC, an Iowa limited liability company, as Tenant.

Dated October 28, 2022

LEASE

THIS LEASE (this "Lease") is effective as of October 28, 2022 (the "Effective Date"), and is made by and between FLEETWATER REAL ESTATE INVESTMENTS, LLC, an Iowa limited liability company ("Landlord") and SMASH PARK OMAHA, LLC, an Iowa limited liability company, ("Tenant"). Landlord and Tenant are each, a "Party" and, together, the "Parties".

ARTICLE I. GRANT, TERM, AND CONDITIONS

Section 1.01. Property. In consideration of Tenant's rents, covenants, and agreements under this Lease, Landlord demises and leases to Tenant, and Tenant leases from Landlord, as of the Delivery Date (defined below), that certain real estate legally described on Exhibit "A", attached hereto and hereby made a part hereof, together with any improvements thereon (including Landlord's Work and the Improvements (each defined below)) and easements and appurtenant estates thereto (the "Property").

Section 1.02. Permitted Use. Tenant shall use the Property as an entertainment facility and incidental uses related thereto (the "Permitted Use"). Any use, other than the Permitted Use, shall be subject to Landlord's prior, written consent, which consent Landlord shall not unreasonably withhold, condition, or delay. However, Landlord may withhold or condition its consent to a use of the Property, other than the Permitted Use, if such use violates applicable law; any restriction to which the Property is bound, including any covenants, conditions, or restrictions of record; causes structural injury to any of the Improvements; makes void or voidable or cause any insurer to cancel any insurance required by this Lease; or, to the extent Landlord provides written notice thereof to Tenant, Landlord's financial covenants. During the Term (defined below), Tenant shall operate continuously on the Property in accordance with the Permitted Use.

Section 1.03. Term and Delivery. The Term of this Lease shall commence on the Delivery Date and end on the date that is 15 years after the Delivery Date. The "Delivery Date" shall be the date Landlord's Work reaches substantial completion as further provided in Section 4.01 of this Lease. Tenant's sole remedy for Landlord's failure to deliver possession of the Property on the Delivery Date shall be a delay of the Delivery Date; provided, that, if the Delivery Date is delayed due to an act or omission of Tenant or a Tenant Related Party (defined below), then Rent (defined below) shall commence on the date the Delivery Date would have occurred but for any such Tenant or Tenant Related Party delay. Notwithstanding the period between the Effective Date and the Delivery Date, this Lease, including the Parties' respective obligations under Section 5.01 of this Lease, shall be binding on the Parties on the Effective Date.

To expedite commencement of Tenant's operations on the Property, Tenant may, with Landlord's prior, written consent, which consent shall not be unreasonably withheld, conditioned, or delayed, enter the Property, before the Delivery Date, to perform Tenant's Work; provided, that, in no such case, shall Tenant's Work unreasonably interfere with the progress of Landlord's Work. Except when caused by Landlord's or any Landlord Related Party's gross negligence or willful misconduct, Landlord shall not be liable for loss of, or damage to, Tenant's or any Tenant Related Party's property located on the Property before the Delivery Date. Unless otherwise agreed to by Landlord, as of Tenant's early possession hereunder, Tenant shall pay for the cost of utilities consumed by Tenant, procure and maintain the insurance required of Tenant under Article VII, and indemnify Landlord to the same extent as Tenant is required to indemnify Landlord during the Term.

A "Related Party" is a Party's agent, employee, invitee, licensee, sublicensee, contractor, or subcontractor, or agent, employee, invitee, licensee, sublicensee, contractor, or subcontractor, or successor or assign, of any of the foregoing (in each case, other than the other Party and Related Parties of such other Party), with a Party's "Related Parties" being all such parties.

Section 1.04. Renewal Term. Subject to the terms hereof, Tenant has the right to extend the Term for two (2), consecutive 10-year terms (each, a "Renewal Term" and, together, the "Renewal Terms"). Tenant, if not in default under this Lease, may exercise its option to a Renewal Term by delivering written notice to Landlord (a "Renewal Notice") at least 90 days before the expiration of the initial Term and, if applicable, the first Renewal Term. Each Renewal Term shall be on the same terms and conditions as the prior Term, except that no additional Landlord's Work is required and Rent for the applicable Renewal Term shall be the greater of (i) Rent for the initial Term or, with respect to the second Renewal Term, the first Renewal Term; or (ii) Fair Market Rent (defined below).

For purposes of this Lease, the term "Fair Market Rent" means the annual Rent a landlord would receive, for similar property in La Vista, NE and on similar lease terms and conditions. Landlord will deliver its proposed Fair Market Rent to Tenant, within 30 days after Tenant delivers a Renewal Notice, and Tenant will have 15 days after its receipt of Landlord's proposed Fair Market Rent to reject the same by notice to Landlord. If Tenant does not so reject, Landlord's Fair Market Rent will apply to determine Rent for the applicable Renewal Term. If Tenant rejects Landlord's Fair Market Rent, each Party will, within 10 days after Landlord's receipt of Tenant's rejection notice, select a commercial real estate broker with at least 10 years' commercial leasing experience. Each Party's broker will, within 20 days of his engagement, provide the Parties with a Fair Market Rent for the Property and applicable Renewal Term. If the two brokers' opinions differ and the brokers cannot, after good faith efforts (not to exceed 10 additional days), mutually agree, the brokers will jointly appoint a third broker, with the qualifications specified above. This third broker will, within five (5) days of his engagement, choose the Fair Market Rent of Landlord's broker or Tenant's broker, and such choice will be final and binding and apply to determine Rent for the applicable Renewal Term. Each Party will pay the costs for its real estate broker, with the cost of the third broker, if any, equally shared by the Parties.

Unless otherwise specified, "Term", "Lease Term" or "Term of this Lease" as used in this Lease shall refer to the initial Lease Term and, subject to Tenant's extension hereunder, any Renewal Term. The right to the Renewal Term is personal to Tenant and shall not apply to any assignee or subtenant of Tenant.

Section 1.05. Security Deposit. The Parties acknowledge and agree that no security deposit is due with execution of this Lease.

Section 1.06. Assignment and Subletting. Tenant shall not assign this Lease nor sublet or otherwise transfer its rights under this Lease or with respect to the Property (each, a "Tenant Transfer") without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Landlord may withhold or condition its consent if, among other things, the proposed subtenant's or assignee's (1) financials do not meet the same criteria Landlord used to select Tenant; or (2) the proposed use is inconsistent with applicable law or agreements, easements, covenants, or restrictions to which the Property is bound, or Landlord's financial covenants with its lender(s). Landlord's consent to any one Tenant Transfer shall not constitute a waiver of the need for consent to any subsequent Tenant Transfer. A Tenant Transfer includes any assignment or subletting by operation of law, merger, consolidation, reorganization, or transfer, or other change in Tenant's organizational structure or ownership interests that results in a change of the individuals or entities having beneficial control of Tenant or a reduction of the assets held by Tenant, including: (i) if Tenant consists of more than one natural person, a purported assignment, voluntary, involuntary, or by operation of law, from one such person to any other or others; (ii) if Tenant is a partnership or limited liability company, a withdrawal or change (voluntary, involuntary, or by operation of law) of any partner(s) or member(s) owning 20% or more of the partnership or company interests, or the dissolution of the partnership or company; and (iii) if Tenant is a corporation or limited liability company, any dissolution, merger, consolidation, or other reorganization of Tenant, or the sale or other transfer of a controlling percentage of the capital stock or ownership interests of Tenant, or the sale of at least 20% of the value of the assets of Tenant; the phrase "controlling percentage" means the ownership of, and the right to vote, stock possessing at least 20% of the total

combined voting power of all classes of Tenant's capital stock or ownership interests (or debt instruments) issued, outstanding, and entitled to vote for the election of director. If this Lease is assigned or subleased, or if the Property is occupied by a party other than Tenant, Landlord may collect rent from the assignee or occupant, and apply the net amount collected to the Rent herein reserved, but no such assignment, occupancy, or collection shall waive the requirements of this Section, constitute Landlord's acceptance of such party as a tenant under this Lease, or release Tenant from liability or its obligations under this Lease.

Notwithstanding any Tenant Transfer, Tenant shall remain fully liable to Landlord under this Lease and shall not be released from performing under this Lease. Further, Landlord will receive the full and complete rent paid by any such assignee or subtenant of Tenant, even if such payments are in excess of the Rent contemplated under this Lease. Tenant shall remit to Landlord, with its application for assignment or sublet approval, a fee of \$2,500 to cover Landlord's costs in processing and reviewing the proposed Tenant Transfer, such obligation to survive the expiration or earlier termination of this Lease.

Section 1.07. Default.

A. **Tenant Default.** Any one of the following events shall be deemed a default by Tenant under this Lease (each, a "Tenant Default"):

1. Tenant fails to pay any installment of Rent or any other amount due under this Lease as and when the same shall be due, subject to a cure period of 10 days after written notice from Landlord.

2. Tenant fails to comply with any term, covenant, or condition of this Lease, other than under any another subparagraph of this Section 1.07(A), and either (i) fails to cure such failure within 30 days after written notice from Landlord or (ii) if a default is incapable of cure within 30 days, fails to take prompt and diligent steps to begin to cure such failure within such 30-days and prosecute such steps with reasonable diligence to completion of the cure; provided, that, in no case shall Tenant shall have more than 90 days to cure a failure contemplated hereunder.

3. Tenant or any future guarantor of this Lease files a petition in bankruptcy or insolvency or for reorganization (or for such similar relief under any similar laws or statutes of the United States or any state thereof), or files for the appointment of, or there is appointed, a receiver or trustee of all or a portion of Tenant's property.

4. The filing of any involuntary petition of the kind referred to in subparagraph 3 of this Section 1.07(A) against Tenant or a future Lease guarantor when such petition is not be vacated or withdrawn within 90 days after the filing date thereof.

5. Tenant or a future Lease guarantor becomes unable to pay debts as they come due, makes a transfer in fraud of creditors, or makes an assignment for the benefit of creditors.

6. Tenant or a future Lease guarantor is adjudicated bankrupt or insolvent.

7. Any (i) attachment, execution, or other judicial levy upon the leasehold estate hereunder; or (ii) assignment of the leasehold estate for the direct or indirect benefit of creditors of Tenant, or committee of its creditors, as applicable.

8. The attachment of a lien on the Property due to the actions or omissions of Tenant or any Tenant Related Party if such lien is not dismissed or released within 30 days after the filing or other attachment of such lien.

9. Tenant abandons or vacates the Property or cease to operate thereon for a continuous period of 30 days, subject, however, to closures during casualty repairs.

10. Tenant's failure to comply with Section 10.01 of this Lease.

Notwithstanding anything in this Lease to the contrary, Landlord shall not be required to give notice of the same default and an opportunity to cure the same more than once during any calendar year period and, in that case, a Tenant Default shall occur immediately, without further notice, on Tenant's default.

B. Remedies for Tenant Default. From and after a Tenant Default, Landlord may at its option:

1. Terminate this Lease (in which case, Tenant shall immediately surrender the Property), and re-enter and take possession of the Property (including a right to change locks and other security devices) and remove all personnel and property therefrom, all without further notice or legal process and without being deemed guilty of trespass, or liable for any loss or damage or other legal wrong occasioned thereby, and, after demand made therefor, Tenant or anyone in possession claiming under Tenant shall be deemed guilty of unlawful detainer and subject to any applicable action as provided by applicable law.

2. Not terminate this Lease, but enter on, and take possession of, the Property (including a right to change locks and other security devices), remove all personnel and property therefrom, all without further notice or legal process and without being deemed guilty of trespass, or liable for any loss or damage or other legal wrong occasioned thereby, and, after demand made therefor, Tenant or anyone in possession claiming under Tenant shall be deemed guilty of unlawful detainer and subject to any applicable action as provided by applicable law and, if Landlord elects, make such alterations and repairs as are necessary to relet the Property, and relet the Property, subject to terms reasonably acceptable to Landlord and receive rent therefor, with any amounts being received by Landlord under such relet to be applied as follows: (i) first, against the costs of enforcing this Lease, including attorneys' fees and court costs; (ii) second, against the costs to re-let the Property, including leasing commissions; (iii) third, against Landlord's costs to prepare the Property for one or more other tenant(s); (iv) fourth, against the payment of Rent as it becomes due; and (v) fifth, to the fulfillment of other covenants under this Lease, with Tenant required to pay Landlord, promptly after Landlord's demand, any deficiency that may arise by reason of such reletting. Tenant shall not be entitled to any residual amount remaining after application as provided above. If Landlord elects this remedy, it may, at any time thereafter, elect to terminate this Lease.

3. Declare this Lease forfeited and give Tenant written notice of such forfeiture and a notice to quit.

4. Accelerate any and all balances on any amounts owed, to the extent permitted by applicable law, upon written notice of default and a 10-day right to cure therefrom. To the fullest extent permitted by applicable law, the notice provided under Section 1.07(A) of this Lease shall serve as the notice required to accelerate hereunder and under applicable law.

5. Exercise any rights under any lease guaranty.

6. Exercise any rights as a secured party under the UCC (defined below).

Pursuit of any remedy shall not forfeit nor waive any Rent due or any damages owed to Landlord by reason of a Tenant Default. Nothing contained herein shall prohibit Landlord from exercising any and

all other remedies provided under this Lease, at law, or in equity. The rights and remedies under this Section and elsewhere in this Lease are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of any other remedy available at law or in equity. By its execution of this Lease, Tenant, to the fullest extent permitted by applicable law, waives any requirement that Landlord provide notice, other than as expressly provided in this Section 1.07, or a court order, before proceeding with the remedies provided under this Lease, at law, or in equity.

C. Landlord's Right to Cure. All agreements and provisions to be performed by Tenant under this Lease shall be at Tenant's sole cost and expense. Upon a Tenant Default, Landlord may, without waiving or releasing Tenant from any obligations or related Tenant Defaults, perform any related obligations on Tenant's behalf. All sums paid and costs incurred by Landlord in connection therewith shall be deemed additional Rent and shall be paid by Tenant to Landlord on Landlord's demand. Nothing herein shall be construed to require Landlord to take any actions on behalf of Tenant.

D. Landlord Default. Landlord shall in no event be charged with default in the performance of any of its obligations hereunder unless and until Landlord shall have failed to perform such obligations within 30 days after written notice by Tenant to Landlord specifying the default; provided, that, if a default cannot, with due diligence, be cured within a period of 30 days, Landlord shall have such additional time to cure same as may reasonably be necessary if Landlord proceeds promptly and with due diligence. In the case of Landlord's default, Tenant may pursue rights and remedies as may be provided at law or in equity.

Section 1.08. Landlord's Lien and Security Interest. Landlord shall have at all times, a valid lien for all rentals and other sums of money becoming due hereunder from Tenant, on all goods, wares, equipment, fixtures, furniture, and other personal property of Tenant situated on the Property, together with all additions, accessions, substitutions, betterments, replacements, proceeds, and products to said personal property, and all books and records related thereto (collectively, the "Personal Property"), now or hereafter (during the Term) existing, and such Personal Property shall not be removed from the Property without Landlord's prior, written consent and until all amounts then due to Landlord have been paid, in full. Upon the occurrence of any Tenant Default, Landlord may in addition to any other remedies provided herein, by law, or in equity, enforce the lien provided for herein or by law.

Additionally, Landlord has, and Tenant hereby grants, a security interest as provided by the Uniform Commercial Code of Nebraska in effect from time to time (the "UCC"), on the Personal Property now or hereafter (during the Term) existing. This Lease shall serve as a security instrument; provided, that, if required by law or requested by Landlord, Tenant shall execute a security agreement separate and apart from this Lease. Notwithstanding the foregoing, Tenant has the right to sell or otherwise dispose of any of the Personal Property when, in Tenant's commercially reasonable judgment, it has become obsolete, outworn, or unnecessary in the operation of Tenant's business on the Property; provided, that, Tenant will, in such instance (unless no substituted article or item is necessary), at its own expense, substitute for such items a new or other item of equal or greater value in substitution thereof. Nothing herein shall be construed as denying Tenant's right to dispose of inventoried merchandise in the ordinary course of Tenant's business. Tenant hereby appoints Landlord as its attorney-in-fact and authorizes Landlord to make all necessary filings to perfect Landlord's lien and/or security interest hereunder and further agrees to execute any other document relating to Landlord's procurement and maintenance of such lien and/or security interest. Except by Landlord's written consent, which consent may be withheld in Landlord's sole discretion, or as otherwise expressly provided in this Lease, Tenant shall not grant any security interest nor otherwise encumber the Personal Property.

Section 1.09. Holding Over. If Tenant, without Landlord's written consent, remains in possession of the Property after the expiration or earlier termination of this Lease, in addition to any other remedy available to Landlord under this Lease, at law, or in equity, Tenant shall pay Landlord a rate equal to the Rent payable by Tenant for the last month of the Term plus 20%, plus other charges payable during

such Term, and shall otherwise comply with all terms of this Lease. Such holding over by Tenant, and Landlord's collection of Rent, shall not serve as permission for Tenant's continued occupancy nor serve to extend the Term. Tenant shall also indemnify, defend (at Landlord's request and with counsel reasonably acceptable to Landlord), and hold harmless Landlord and its Related Parties from and against all claims and damages, consequential or direct, arising from Tenant's holdover, or its or its Related Parties' use or occupancy of the Property during such time, such obligation to survive the expiration or earlier termination of this Lease. This Section shall not be deemed to be a waiver of Landlord's rights of reentry or repossession by actions at law or in equity, or any other rights under this Lease.

ARTICLE II. RENT

Section 2.01. Rent. Beginning on the Delivery Date, Tenant agrees to pay Landlord, in lawful money of the United States, on the first day of each and every month for the Term, the amount set forth on Schedule I as the Monthly Installment of Rent, hereby incorporated by this reference ("Rent"); provided, that, if the Delivery Date is not the first date of the applicable month, then first months' Rent shall be subject to proration under Section 2.02. On the fifth Lease Year (defined below) and continuing on the first day of every fifth year thereafter (each such date being referred to herein as an "Adjustment Date"), Rent shall be increased to an amount equal to the Rent in effect during the Lease Year immediately preceding each Adjustment Date, multiplied by 110%.

Tenant further agrees to pay to Landlord, as additional Rent, any costs incurred by Landlord or on its behalf for insuring, operating, maintaining, repairing or replacing any portion of the Property, including, but not limited to, any costs Landlord deems reasonable and appropriate and in the best interest of the Property.

All amounts due from Tenant to Landlord shall be paid, without deduction or offset, in immediately available funds and in lawful money of the United States, and shall be directed to such place as Landlord may from time to time designate. Rent for any period that is less than one (1) calendar month, shall be prorated based on a 30-day month. Unless otherwise specified, "Rent" as used in this Lease shall refer to Rent (as contemplated in this Section 2.01) and any other amount payable by Tenant to Landlord under this Lease. "Lease Year" means each twelve-month period of the Term commencing on the Delivery Date and each successive anniversary of the Delivery Date thereafter and during the Term.

Section 2.02. Late Charges and Interest. In addition to any other remedy provided in this Lease, at law, or in equity, Landlord may impose on any amount not paid when due, a late charge equal to 12% of the delinquent amount. Further, if a payment remains unpaid for more than 30 days, such amount shall accrue interest, from the 31st day until paid in full, at a rate equal to the lesser of 15% per annum or the highest rate allowed by Nebraska law (the "Default Rate"). Tenant shall pay all collection fee costs, expenses, and attorneys' fees (including the cost of such things as preparation of default letters and cost of litigation) that may be incurred or paid by Landlord in enforcing the terms of this Lease.

ARTICLE III. REAL ESTATE TAXES

Tenant shall pay, before delinquency, all Taxes and, in cases where a due date is not specified, within 30 days of Tenant's receipt of the supporting bill or invoice. Landlord shall promptly provide, upon its receipt, all Tax bills and supporting invoices for which Tenant is responsible under this Lease. All Taxes related to the Term, even if assessed or paid after the Term, are Tenant's responsibility, such obligation to survive the expiration or earlier termination of this Lease, and shall be paid by Tenant to Landlord within 30 days of Landlord's receipt and delivery of the relevant Tax bill. "Taxes", for purposes of this Lease, means (i) all real estate taxes, property taxes, and special or other assessments, and ad valorem taxes, in each case, related to the Property and any period related to the Term; (ii) any tax, assessment, charge, penalty, or fee incurred by Landlord as a substitute to those Taxes covered by

subsection (i) of this definition, or as a tax on rents received by Landlord in substitution therefor; and (iii) all fees and costs incurred by Landlord in any contest seeking a reduction in the amounts covered under subsection (i) or (ii) of this definition. Except as otherwise expressly provided herein, Taxes do not include any inheritance, estate, succession, transfer, gift, franchise, net income or capital stock tax incurred by Landlord on account of this Lease or the Rent payable hereunder. Landlord reserves all rights to contest Taxes. Tenant shall have no right to contest Taxes.

Further, Tenant is solely responsible for, and shall pay before delinquency, all taxes, assessments, license fees, and other charges that are levied and assessed on Tenant's Personal Property and Tenant's Work (defined below).

ARTICLE IV. UTILITY CHARGES

Subject only to Landlord's Work, Tenant shall be solely responsible for arranging for and paying charges for all utilities and services necessary in the operation of its business on the Property, including heat, water (including sewage charges and/or taxes based on water consumption), telephone, Cable TV, gas, and electricity. Any security deposit, or connection charges, required by any utility company to furnish service to Tenant shall be paid by Tenant. In no event shall Landlord be liable for any interruption or failure in the supply of any utility by a third-party provider to the Property.

ARTICLE V. CONSTRUCTION OF IMPROVEMENTS

Section 5.01. Landlord's Work.

A. Definitions.

1. "Improvements" means those improvements described in the Plans and Specifications.
2. "Plans and Specifications" means those preliminary, conceptual plans as may be hereafter amended from time to time.

B. Improvements. Landlord shall, at its cost and expense, construct or cause the design and construction of the Improvements (the "Landlord's Work"). Landlord shall provide Tenant with (i) proposed, final schematic design and construction documents, and related drawings and specifications for the Improvements; and (ii) the substantial and final completion dates for the Improvements. Landlord shall cause the Improvements to be constructed in a good and workmanlike manner and in compliance with applicable law, and any covenants, conditions, and restrictions on the Property. Tenant shall have no control of the methods or means of Landlord's Work.

C. Acceptance of Landlord's Work. Possession of the Property shall be given by Landlord to Tenant on substantial completion of Landlord's Work. "Substantial completion" shall mean when Landlord's Work is sufficiently complete in accordance with the Plans and Specifications, so that Tenant may occupy or use the Improvements for their intended use. By occupying the Property, as improved by Landlord's Work, on and after the Delivery Date, Tenant acknowledges that Landlord has complied with its obligations with respect to Landlord's Work and takes the Property, as so improved, "as is" and in its present condition, subject only to latent defects and those defects noted on a punchlist delivered to Landlord within 30 days after the Delivery Date. If Tenant fails to deliver the initial or any supplemental punchlist to Landlord within 30 days after the Delivery Date or Landlord's completion of any punchlist item, as applicable, such failure, without further notice or action by Tenant, shall constitute Tenant's acceptance of the Property and Landlord's Work and acknowledgement that Landlord has completed the relevant punchlist items and Landlord's Work in accordance with this Lease. Promptly after Landlord's

request, Tenant shall execute and deliver to Landlord a letter certifying Tenant's acceptance of the Property in a manner consistent with this Section.

Section 5.02. Tenant's Work. Any upgrades or alterations to the Property, other than Landlord's Work, shall be Tenant's responsibility and made at Tenant's sole cost, and shall hereafter be referred to as "Tenant's Work". All plans and material specifications for Tenant's Work, other than Minor Tenant Work (defined below), must be approved in writing by Landlord prior to Tenant commencing any part of such Tenant's Work, which approval shall not be unreasonably withheld, conditioned, or delayed. The general contractor for any part of Tenant's Work, other than Minor Tenant Work, is subject to Landlord's prior, written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Landlord's consent, as required in this first paragraph of this Section shall not be considered to be unreasonably withheld if related to, among other things, compliance with applicable law, financial, or other matters of record, or any covenant or other agreement to which Landlord is a party, or if the work would impair the structural soundness of the Property. Further, Landlord may require Tenant and its Tenant's contractors and subcontractors to carry additional insurance covering Tenant's Work. All Tenant's Work, including Minor Tenant Work, must be completed in a good and workmanlike manner and comply with the provisions of this Lease.

"Minor Tenant Work" means, for purposes of this Lease, any non-structural change, alteration, or addition to the Property that does not exceed \$20,000 in cost.

Upon Landlord's request, Tenant shall, before commencing any Tenant's Work that exceeds \$20,000 in cost, furnish Landlord and maintain a performance bond with a surety, in an amount and in form reasonably satisfactory to Landlord until such time as Tenant has provided Landlord with reasonably satisfactory assurance that such work has been completed on a lien-free basis.

Subject to the requirements above, Tenant may place or install on the Property such trade fixtures and equipment as it deems desirable for the conduct of its business thereon. Provided there is no Tenant Default at the expiration of the Term of this Lease, Tenant may remove from the Property, before the expiration of the Term, all such trade fixtures and equipment and other Personal Property. Tenant shall repair any damage to the Property caused by the removal thereof, such obligation to survive the expiration or earlier termination of this Lease.

Section 5.03. Building Permit and Certificate of Occupancy. Each Party shall obtain a building permit and Certificate of Occupancy from the Building Department of the City or governing authority with jurisdiction, as required by applicable law, for Tenant's Work or Landlord's Work, as applicable. Tenant shall provide Landlord with a copy of as-built plans (in electronic form, if possible) reflecting Tenant's Work, along with copies of permits, and any Certificate of Occupancy within a reasonable period of time after Tenant's receipt thereof.

Section 5.04. Mechanics Liens. Landlord and Tenant shall promptly pay for Landlord's Work or Tenant's Work, as applicable, so as to prevent the assertion of any liens for labor or materials on the Property.

Section 5.05. Signs. Tenant may erect and maintain, at its sole cost, one or more signs on the Property, so long as all such signage conforms in design to all of the requirements of the ordinances of the City (defined below), and shall be first approved by Landlord, which approval shall not be unreasonably withheld, conditioned, or delayed.

ARTICLE VI. MAINTENANCE AND REPAIR

Section 6.01. Maintenance by Tenant. During the Term and until Tenant's actual vacation of the Property, Tenant shall, at its sole expense, keep and maintain the Property, and all pipes, conduits,

services, and systems within or otherwise serving the Property in good repair and appearance, in a safe and clean condition and in compliance with applicable laws, codes, ordinances, rules and regulations. For sake of clarity, Tenant's obligations hereunder shall include the maintenance, repair, and replacement, of (i) the foundation, roof, walls, partitions, doors, entrances, and windows of any building or other structure on the Property; (ii) heating and air conditioning fixtures, equipment, and systems serving the Property and/or any improvements thereon; (iii) all lighting and plumbing fixtures and equipment, fixtures, motors and machinery serving the Property and/or any structure thereon; and (iv) landscaping, lawns, walkways, and paved areas on the Property. All repairs made by Tenant shall be subject to the requirements of Section 5.02.

Section 6.02. Condition of Property at Termination. At the expiration or earlier termination of this Lease, Tenant will quit and surrender the Property in as good of a state and condition as it was on the Delivery Date, reasonable wear and tear, damage by fire and other casualty for which Landlord is responsible under this Lease, and Tenant's Work completed in accordance with this Lease excepted. Tenant shall remove all exterior signage and repair any damage to the Property caused by the removal thereof, such obligation to survive the expiration or earlier termination of this Lease. All Tenant's Work on the Property at the expiration of the Term, except furniture or trade fixtures paid for by Tenant and removed in accordance with Section 5.02, shall be and become a part of the Property and Landlord's property, and shall remain on and surrendered with the Property. If Tenant fails to remove its property on or before the expiration or earlier termination of this Lease, the same shall be considered abandoned and Landlord's property, with all costs associated with the removal or disposal of the same Tenant's obligation, such obligation to survive the expiration or earlier termination of this Lease. The Security Deposit may be applied toward Landlord's cost to repair damage, dispose of Tenant's abandoned property, clean the Property or otherwise make good on any other Tenant Default; provided, that, nothing herein will be construed as a limitation to Tenant's obligation to reimburse Landlord for such costs.

ARTICLE VII. INSURANCE AND INDEMNITY

Section 7.01. Tenant's Liability Insurance. Tenant shall, at its expense, during the entire Lease Term, and for such other period required by this Lease, keep in full force and effect a policy of commercial general liability (including bodily injury, property damage, personal injury, broad form contractual liability and broad form property damage, contractual liability (specifically covering this Lease) and fire liability insurance) and property damage insurance with respect to the Property and the business operated by Tenant and any subtenants of Tenant on the Property in which the limits of public liability shall be not less than \$1,000,000 per occurrence with \$4,000,000 general aggregate and with \$2,000,000 products-completed operations hazard aggregate, plus \$1,000,000 umbrella or excess liability coverage, or in such other amounts deemed reasonably necessary, from time to time, by Landlord or Landlord's insurance provider. The policy required by this Section shall name Tenant as insured, Landlord and any other party designated by Landlord, including any mortgagee or property manager, as additional insureds, and shall contain a clause that the insurer will not cancel or change the insurance without first giving Landlord not less than 30 days' prior, written notice. The insurance required under this Section shall be with an insurance company with a minimum "A-VII" credit rating and a copy of the policy or a certificate of insurance shall be delivered to Landlord before the Delivery Date. Said policy or policies shall insure against any and all claims and demands whether for injuries to persons or loss of life, or damage to property, arising out of acts or omissions by Tenant and/or any Related Party of Tenant, arising out of the use of the Property.

If Tenant fails to procure, maintain, and/or pay for the insurance required by this Lease, and such failure continues for 30 or more days after Tenant's receipt of notice of the same, Landlord shall have the right, but not the obligation, without waiving any other remedies available under this Lease, at law, or in equity, at any time thereafter and without further notice, to procure such insurance and/or pay the premiums for such insurance. In such case, Tenant shall, promptly after receipt of Landlord's demand,

repay Landlord, as additional Rent, all sums so paid by Landlord, together with interest thereon at the Default Rate. Such rights shall exist during any holdover period.

Section 7.02. Indemnification of Landlord. Subject to Section 7.03, Tenant shall indemnify, defend (at Landlord's request and with counsel reasonably acceptable to Landlord), and save Landlord and its Related Parties harmless from and against any and all claims, demands, causes of action, actions, damages, liability, judgments, and expenses, including attorneys' fees and reasonable expenses incurred, in connection with, related to, or otherwise arising from (1) injury to persons, loss of life, bodily injury, personal injury, and/or damage to property arising from or out of any occurrence in, on, or at, or the occupancy or use of, the Property, except to the extent caused by the gross negligence or intentional misconduct of Landlord or any Landlord Related Party; and/or (2) a Tenant Default. The indemnification provided hereunder shall survive the expiration or earlier termination of this Lease.

Section 7.03. Indemnification of Tenant. Subject to Section 7.02, Landlord shall indemnify Tenant and its Related Parties and save Tenant and Tenant's Related Parties harmless from and against any and all claims, demands, causes of action, actions, damages, liability, judgments, and expenses, including attorneys' fees and reasonable expenses incurred, in connection with, related to, or otherwise arising from (1) injury to persons, loss of life or damage to property occurring on the Property to the extent caused by the gross negligence or intentional misconduct of Landlord and/or any Landlord Related Party; and/or (2) Landlord's breach of this Lease. Notwithstanding anything in this Lease to the contrary, Landlord's liability under this Lease shall be limited to its interest in the Property, and no other assets of Landlord other than its interest in the Property shall be affected by reason of any liability that Landlord may have under this Lease. The indemnification provided hereunder shall survive the expiration or earlier termination of this Lease.

Section 7.04. Loss and Damage to Tenant's Property. Notwithstanding anything in this Lease to the contrary, Landlord shall not be liable for any damage to property of Tenant or of others located on the Property, nor for the loss of or damage to any property of Tenant or others by theft or otherwise, nor shall Landlord be liable for any injury or damage to persons or property resulting from wind, earthquake, fire, explosion, falling plaster, steam, gas, electricity, water, mold, rain or snow, or leaks from the Property, or from the pipes, appliances, or plumbing works, or from the roof, street or subsurface or from any other place or by dampness or by any other cause of whatsoever nature. Landlord shall not be liable for any damage caused by the public or by operations or construction of any public or quasi-public work.

Section 7.05. Insurance Covered by Landlord. During the Term, Landlord shall keep the Property insured against loss or damage by fire, wind, earthquake and other casualties with the usual extended coverage endorsements, in amounts not less than 100% of the full insurable value thereof, above the foundation.

From the commencement of construction until completion of Landlord's Work, Landlord shall maintain or cause its contractors and subcontractors to maintain, builder's risk insurance in an amount equal to 100% of the replacement cost of the Improvements.

Tenant shall reimburse Landlord for the cost of such insurance carried by Landlord in limits selected by Landlord with respect to the Property.

Section 7.06. Increase in Fire Insurance Premium. Tenant will not keep, use, sell, or offer for sale, in or on the Property, any article that may be prohibited by the standard form of fire insurance policy. If anything done, omitted to be done, or suffered to be done by Tenant or a Tenant Related Party, or kept in or on the Property by Tenant or a Tenant Related Party, causes the rate of fire or other insurance on the Property to be increased beyond the minimum rate from time to time applicable to the Property, Tenant will promptly pay the amount of such increase on Landlord's written demand, as additional Rent. In Tenant's use of the Property, a schedule, issued by the organization making the

insurance rate on the Property, and showing the various components of such rate, shall be conclusive evidence of the several items and charges which make up the insurance rate on the Property.

Section 7.07. Tenant's Casualty Insurance. During the Term and until its actual vacation of the Property, Tenant shall, at its expense, continuously keep all merchandise, fixtures, and other property (including the Personal Property) situated on the Property insured against fire, with extended coverage, to the extent of at least 100% of the replacement value thereof. Such policies or duly executed certificates of insurance shall be delivered to and approved by Landlord before the Delivery Date and, with respect to renewals thereof, at least 30 days before the expiration of the respective policy terms or with respect to any insurance period extending beyond the Term, as of expiration of the Term. The proceeds to Tenant of such insurance shall be applied for the repair or replacement of merchandise, fixtures and other property situated on the Property. Landlord and its property manager and/or mortgagee(s) shall be included as a Loss Payee and additional insureds on said policy of insurance.

From the commencement of construction until completion of any Tenant's Work, Tenant shall maintain or cause its contractors and subcontractors to maintain, builder's risk insurance in an amount equal to 100% of the replacement cost of Tenant's Work.

Section 7.08. Waiver of Subrogation. Notwithstanding anything in this Lease to the contrary, where either Landlord or Tenant sustains a loss or damage to the Property, or to the fixtures, goods, wares, merchandise, or any other property thereon or therein for which it is protected by an existing policy or policies of insurance, the Party sustaining such loss or damage, to the extent that it is so protected and to the extent that it may legally do so, waives its rights of recovery, if any, against the other Party, and shall cause its insurer to acknowledge the same by issuing a rider or otherwise noting in any applicable policy.

ARTICLE VIII. DAMAGE, CASUALTY, AND CONDEMNATION

Section 8.01. Notice of Casualty. Tenant shall give immediate written notice to Landlord of any damage caused to the Property by fire or other casualty. Tenant is required to notify the Landlord immediately if any leaks or other moisture accumulation is observed in any structure on the Property and to take corrective actions promptly before mold occurs. Failure by Tenant to notify Landlord of water intrusions or other conditions of excess moisture within 48 hours of occurrence and to take immediate action to remove such moisture within such period of time shall relieve Landlord of any responsibility of resulting mold, however caused.

Section 8.02. Damage or Destruction. In the event that the Property shall be partially or totally destroyed by fire or other casualty insured against by the Standard Form fire insurance policy with extended coverage endorsement so as to become partially or totally untenable by Tenant, the same shall be repaired or rebuilt as speedily as possible at the expense of Landlord, unless Landlord shall elect not to repair or rebuild upon an insured casualty or loss occurring during the last two (2) years of the Term or otherwise has a right to terminate hereunder, as hereinafter provided. Such partial or total destruction shall not void or annul this Lease (unless otherwise terminated by Landlord as provided herein), except that Tenant, so long as the casualty was not caused by the gross negligence or intentional misconduct of Tenant or a Tenant Related Party, shall be entitled to a proportionate reduction of Rent if there is a substantial interference with Tenant's business while repairs or restorations are being made, such proportionate reduction to be based upon the extent to which the making of such repairs or restorations shall interfere with the business carried on by Tenant in or on the Property, based on commercially reasonable grounds. If Landlord elects not to rebuild or repair as provided in this Lease, Tenant will have the right to terminate this Lease with 30 days' advance written notice to Landlord.

If the Property shall be partially or totally destroyed by cause or casualty other than those covered by the Standard Form fire insurance policy with extended coverage endorsement, then Landlord may, if

Landlord so elects, rebuild or put said Property in good condition and fit for occupancy within a reasonable time after such destruction or damage, or Landlord may give notice terminating this Lease as of a date not later than 30 days after any such damage or destruction. If Landlord elects to repair or rebuild the Property, Landlord shall, within 30 days after such damage or destruction, give Tenant notice of Landlord's intention to repair or rebuild and shall proceed with due diligence to make the repairs or rebuild. Tenant, so long as the casualty was not caused by the gross negligence or intentional misconduct of Tenant or a Tenant Related Party, shall be entitled to a proportionate reduction of Rent in the event that there is a substantial interference with Tenant's business while repairs or restorations are being made as provided hereinabove in the event of an insured loss or casualty, based on commercially reasonable grounds. Unless Landlord elects to terminate this Lease as provided hereinabove, this Lease shall remain in full force and effect, and the parties hereby waive the provisions of any law to the contrary.

If Landlord should elect to repair or rebuild because of any damage or destruction as hereinabove provided, Landlord's obligation shall be limited to restoration of the Property to the condition that Landlord was obligated to provide on the Delivery Date, and Tenant shall fully repair or replace all exterior signs, trade fixtures, equipment, display cases, and other installations originally installed by Tenant at its own expense, including Tenant's Work. Notwithstanding the foregoing, Landlord has no obligation to repair or restore the Property unless Landlord has received insurance proceeds from either Landlord's or Tenant's casualty insurer sufficient for such purposes.

Nothing in this Section 8.02 shall be construed to limit Tenant's obligation under this Lease to reimburse Landlord for any repairs contemplated herein, nor require Landlord to repair or replace any Tenant's Work or any other improvement or alteration made by Tenant, except as otherwise provided elsewhere in this Lease, as of the date of the casualty.

Notwithstanding anything in this Section 8.02 to the contrary, if the repairs to the Property cannot be reasonably completed in accordance with this Section within 180 days from the date of such damage or destruction, as mutually determined by Landlord and Tenant, or the casualty occurs within the last two (2) years of the Lease Term and Landlord elects not to rebuild or repair the damage, or if insurance proceeds are insufficient to make the required repairs and Landlord elects not to rebuild or repair the damage, or if a change in the law would prevent the rebuilding of the Property as required herein, Landlord or, if the casualty was not caused by Tenant's or its Related Parties' gross negligence or intentional misconduct, Tenant may terminate this Lease by giving notice to the other Party within 30 days of the Parties' determination hereunder. If the Lease is not so terminated, and the repair is not completed within 180 days from the date of such damage or destruction, by no fault of Tenant or a Tenant Related Party, Tenant may terminate this Lease at any time after the 180th day and before the 210th day following the date of damage or destruction by giving notice to Landlord. The termination rights provided under this paragraph are in addition to the termination rights provided elsewhere in this Section 8.02.

Section 8.03. Condemnation. If the Property, or any part thereof, shall be taken for any public or quasi-public use under any governmental law, ordinance, or regulation or by right of eminent domain, or transferred in lieu thereof (a "Taking"), this Lease shall continue, with Rent reduced in the same proportion that the square footage of the Property, after the taking, bears to the square footage of the Property, before the Taking; provided, that, in the event that 25% or more of the square footage of the Property, either Party may terminate this Lease by written notice to the other Party of the terminating Party's intention to terminate this Lease effective no less than 30 days after the condemnation judgment for the Taking shall be entered, or the transfer effected. To the extent of any proceeds payable to Landlord on account of a Taking, Landlord shall, to the extent necessary to create an architecturally complete unit, repair any structure directly impacted by such Taking. Landlord shall not be responsible for any further repairs and shall have no obligation with respect to Tenant's Work or any other improvement or alteration made by Tenant as of the date of the applicable Taking. Tenant shall have no right to or claim for any portion of Landlord's award for damages payable upon any such Taking; provided, that, so long as any claim of Tenant shall not reduce the award for damages to which Landlord would otherwise be entitled,

Tenant shall have the right to assert against the condemner any claim Tenant may have for its personal property or the value of its leasehold estate.

ARTICLE IX. ADDITIONAL LANDLORD PROVISIONS

Section 9.01. Right of Entry. Provided Tenant's business operations are not unreasonably interfered with (except in cases of emergency), Landlord and/or Landlord's Related Parties shall have the right to enter the Property, with 24 hours' notice (except for emergency, for which no notice is required) to examine the same, to show it to prospective purchasers or lessors, to post notices of non-responsibility (and similar notices), to make such inspections, repairs, alterations, improvements, or additions as Landlord may deem necessary or desirable, or to otherwise perform and take any action required or permitted by this Lease. During the last six (6) months of the Term, Landlord may place on the Property the usual notices "To Let" or "For Sale" which notices Tenant shall permit to remain thereon without molestation. If Tenant shall not be personally present to open and permit an entry onto the Property, or into any structure located thereon, at any time when, for any reason, an entry therein shall be permitted hereunder or necessary to protect the Property or adjoining premises from damage, Landlord and/or Landlord's Related Parties may enter the same, without rendering Landlord or such Related Parties liable therefore, and without in any manner affecting the obligations and covenants of this Lease. Any entry by Landlord or a Landlord Related Party hereunder shall not be construed as a forcible or unlawful entry or detainer of the Property or an actual or constructive eviction of Tenant.

Tenant, upon Landlord's written request, shall provide Landlord with keys to and locks within, and keys and code numbers to any alarm system on, the Property. Tenant will not change or re-key the locks to or in the Property, or to any alarm, or re-code any alarm, without first providing Landlord with new keys and codes.

Section 9.02. Landlord's Title. Landlord covenants that Tenant, on paying the Rents reserved herein and performing the covenants and agreements hereof, shall, subject to the terms of this Lease, peaceably and quietly have, hold and enjoy the Property and all rights, easements, and privileges pertaining thereto as established by this Lease. Notwithstanding anything in this Lease to the contrary, Landlord shall not be liable for any breach of the covenant of quiet enjoyment or any other breaches occurring after a transfer by Landlord of its interest in this Lease or the Property. Tenant's tenancy is subject to easements, covenants and restrictions of record, and, provided the same do not prohibit the Permitted Use, any easements, covenants, and restrictions hereafter affecting the Property.

Section 9.03. Sale of Property. If Landlord sells the Property or other enters into any transaction that results in the assignment of Landlord's interest in this Lease, Landlord shall be and is hereby entirely freed and relieved of all liability under this Lease and arising out of any act, occurrence, or omission occurring thereafter, and the assignee or purchaser, at such sale or any subsequent sale of the Property or assignment of Landlord's interest in this Lease, shall be deemed, without any further agreement between the Parties or their successors in interest or between the Parties and any such assignee or purchaser, to have assumed and agreed to carry out any and all of the covenants and obligations of the Landlord under this Lease. For sake of clarity, Landlord may assign this Lease without Tenant's consent.

ARTICLE X. ADDITIONAL TENANT OBLIGATIONS

Tenant's obligations under this Article shall, unless otherwise stated in this Article, apply during the Term and terminate as of Tenant's actual vacating from the Property.

Section 10.01. Hazardous Substances. Tenant shall not cause or permit to occur: (i) any violation of any federal, state, or local law, ordinance, or regulation now or hereafter enacted, related to environmental conditions or Hazardous Substances in, on, or under the Property, including soil and ground water conditions; (ii) the use, generation, release, manufacture, refining, production, processing,

storage, or disposal of any Hazardous Substances in, on, or under the Property, or the transportation to or from the Property of any Hazardous Substance; (iii) the use of the Property as a landfill or dump; or (iv) the installation of any underground or above-ground storage tanks. Tenant shall give immediate notice to Landlord of any violation or any potential violation of any environmental rule, regulation, statute, or ordinance related to the use, storage or disposal of any Hazardous Substance. In the case of a breach of the foregoing covenants, Landlord may require Tenant and/or a Tenant Related Party to discontinue its operation and cleanup the contamination while Landlord, at the same time, enforces the remaining terms of the Lease. Further, Tenant shall, at its own expense, make all submissions to, provide all information required by, comply with all requirements of all governmental authorities, and be responsible for all cleanup, remediation, and abatement procedures, which cleanup, remediation, and abatement shall commence not later than 24 hours after Tenant discovers or is notified of any breach of this Section. If Tenant fails to fulfill any duty imposed under this Section within a reasonable time, Landlord may do so and, in such case, Tenant shall cooperate with Landlord in order to prepare all documents Landlord deems necessary or appropriate. Tenant shall reimburse Landlord for any costs or expenses incurred by Landlord in performing Tenant's obligations hereunder. No such action by Landlord and no attempt made by Landlord to mitigate damages under any law shall constitute a waiver of any of Tenant's obligations under this Section. Tenant's obligations and liabilities under this Section shall survive the expiration or earlier termination of this Lease.

The use of Hazardous Substances by Tenant and/or a Tenant Related Party on the Property also constitutes a Tenant Default, without further notice or an opportunity to cure.

The term "Hazardous Substances", as used in this Lease, shall include, without limitation, flammables, explosives, radioactive materials, asbestos, polychlorinated biphenyls (PCBs), chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances or related materials, petroleum and petroleum products, and substances declared to be hazardous or toxic under any law or regulation now or hereafter enacted or promulgated by any governmental authority, excluding ordinary cleaning supplies used, stored, and disposed of in accordance with applicable law and label instructions.

Section 10.02. Display of Merchandise, Signs. Tenant shall not use the sidewalks on the Property for the sale or display of merchandise or for advertising purposes without Landlord's written approval, which approval shall not be unreasonably withheld.

Section 10.03. Nuisance Activities. Tenant shall not permit any unlawful or immoral practice to be carried on or in the Property, make any use of or allow the Property to be used for any purpose that might invalidate the insurance thereof, create any nuisance, deface or injure the Property, or overload the floors of any structure or building located on the Property.

Section 10.04. Abandonment. Tenant shall not abandon or vacate the Property without Landlord's consent. Such abandonment shall be a Tenant Default as provided in Section 1.07(A)(9).

ARTICLE XI. SUBORDINATION, OFFSET STATEMENT, AND ATTORNMENT

Section 11.01. Subordination. This Lease is subordinate to mortgages, deeds of trust, and other liens on the Property as of the Effective Date and/or arising hereafter. Landlord is hereby irrevocably vested with the full power and authority, if it so elects, to subordinate this Lease to any mortgage, deed of trust, or other lien now or hereafter placed on the Property, and Tenant shall promptly, upon Landlord's demand, execute such instruments subordinating this Lease and containing such other terms customary to similar lender agreements, as Landlord may request, provided such subordination shall be upon the express condition that this Lease shall be recognized by the mortgagee, and that the rights of Tenant shall remain in full force and effect during the Term of this Lease for so long as there is no Tenant Default.

Section 11.02. Offset Statement; Estoppel. Within 10 days after Landlord's request therefore, Tenant shall deliver to Landlord, Tenant's certification, to Landlord and such other parties designated by Landlord, including mortgagee or the City, (i) that this Lease is in full force and effect, and unmodified (or, if modified, the nature of such modification and that this Lease, as so modified, is in full force and effect; (ii) the date to which Rent has been paid and that there are no defenses or offset thereto (or stating those claimed and the provisions of this Lease providing for any such defense or offset); (iii) that there are no uncured defaults on the part of Tenant or Landlord (or, if there is any such default, specifying the same); and (iv) such other certifications reasonably requested by Landlord or such other party designated by Landlord.

Section 11.03. Attornment. Tenant shall, in the event any proceedings are brought for foreclosure of, or in the event of exercise of the power of sale under any mortgage or deed of trust made by Landlord covering the Property, attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as Landlord under this Lease.

Section 11.04. Attorney-in-Fact. Tenant, upon request of any party in interest, shall execute promptly such instruments or certificates to carry out the intent of Sections 11.01, 11.02, and 11.03 above as shall be requested by Landlord. Without limiting the foregoing, Tenant hereby constitutes and appoints Landlord Attorney-In-Fact for Tenant, to execute any such certificate required by Sections 11.01, 11.02, and 11.03 above for and on behalf of Tenant, such appointment being coupled with an interest.

ARTICLE XII. MISCELLANEOUS PROVISIONS

Section 12.01. Relationship of Parties. Nothing herein contained shall be deemed or construed by the Parties, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that neither any provision contained in this Lease nor any acts of the Parties shall be deemed to create any relationship between the Parties, other than the relationship of Landlord and Tenant with respect to the Property.

Section 12.02. Construction. The necessary grammatical changes required to make the provisions of this Lease apply in the plural sense where there is more than one Landlord or Tenant and to either corporations, associations, partnerships or individuals, males, or females, shall in all instances be assumed as though fully expressed. The captions used in this Lease are for convenience only and do not in any way limit or amplify the terms and provisions hereof. The words "herein", "hereof" and "hereunder", and words of similar import appearing in this Lease, shall be construed to refer to such document as a whole and not to any particular section, paragraph, or other subpart thereof unless expressly so stated. The words "include," "includes," and "including" will be deemed to be followed by "without limitation". The word "Property" unless otherwise stated, means all or any part of, or interest in, the Property.

Section 12.03. Venue and Jurisdiction. This Lease shall be construed in accordance with the laws of the State of Iowa and the Parties hereby voluntarily agree to bring any claims or actions arising under or from the terms of this Lease exclusively in the courts of Sarpy County, Nebraska, subject, however, to Article XIII. No Party shall bring any claim or action in any other venue, with each such Party submitting to the jurisdiction of the courts of Polk County, Iowa, and hereby waiving any right to object to such venue under the doctrine of *forum non conveniens* or otherwise.

Section 12.04. Parties Bound. It is agreed that this Lease shall be binding on and inure to the benefit of, as the case may be, the Parties and their respective representatives, successors and assigns, subject to all provisions herein with respect to the assignment or other transfer of Tenant's interest herein.

Section 12.05. Entire Agreement; Counterparts. This Lease, including the exhibits hereto, contains the entire agreement between the Parties related to the subject matter hereof and supersedes and

cancels any prior oral or written agreement or understanding related to the subject matter hereof. No agreement shall be effective to change or modify this Lease in whole or in part unless such agreement is in writing and duly signed by both Parties. This Lease may be executed by the Parties in separate counterparts, each of which when so executed and delivered will be an original, and all of which together will constitute one and the same instrument. Parties may sign and deliver this Lease by facsimile, PDF, or electronic signatures, each such signature to be treated as an original.

Section 12.06. Savings. The invalidity or unenforceability of any provision of this Lease shall not affect or impair the validity of any other provision. The laws of the State of Nebraska shall govern the interpretation, validity, performance, and enforcement of this Lease.

Section 12.07. Force Majeure. If either Party shall be delayed or hindered or prevented from the performance of any provision of this Lease (other than Tenant's payment of any amount due hereunder, including Rent) by reason of strikes, lockouts, labor troubles, acts of God, inability to procure materials, failure of power, restrictive governmental laws or regulations or orders, riots, insurrection, war, litigation challenging the validity of any necessary permit, or other reason of a like nature not the fault of the Party delayed in performing such provisions (each a "Force Majeure Event"), then performance of such provision shall be excused for the period of the delay; provided, that, the affected Party notifies the other Party of the occurrence of the Force Majeure Event and its effect on performance of the Lease and shall take all reasonable efforts to remove or overcome the effects of the Force Majeure Event preventing performance of its obligations under this Lease.

Section 12.08. No Waiver. A Party's waiver of a breach of any term of this Lease shall not be construed as a waiver of any future breach of the same or any other term of this Lease. No receipt of money by Landlord from Tenant after notice of default, termination of this Lease, or the commencement of any suit or after termination judgment of possession of the Property, shall reinstate, continue, or extend the Term or affect any notice, demand, or suit. Unless otherwise specified, the rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another, or exclude any other right or remedy allowed by law.

Section 12.09. Recording of Lease. Neither this Lease, nor a short form lease or memorandum of the same may be recorded by a Party, without the other Party's prior, written consent, which consent will not be unreasonably withheld. The Party requesting the recordation of this Lease or any short form or memorandum summarizing the same shall be responsible for all related fees. It shall not be deemed unreasonable to withhold consent to a recording that includes confidential or financial information, including the Rent due hereunder.

Section 12.10. No Option. The submission of this Lease for examination or execution does not constitute a reservation of, or option for, the Property.

Section 12.11. Assignment to Mortgagee. With reference to any assignment by Landlord of its interest in this Lease, or the Rents payable hereunder, conditional in nature or otherwise, which assignment is made to or held by anyone holding a mortgage or deed of trust on the Property, Tenant agrees that such mortgagee or beneficiary shall be treated as having assumed Landlord's obligations hereunder only upon such mortgagee's or beneficiary's taking possession of the Property through foreclosure or in lieu of foreclosure.

Section 12.12. Notices. Wherever any notice is required or permitted hereunder, such notice shall be in writing and shall be (1) mailed by United States mail, postage prepaid, registered or certified mail, return receipt requested; (2) personally delivered to the below-designated representative (or such other representative hereafter provided by notice hereunder); or (3) sent by a nationally recognized overnight courier service, addressed to the parties hereto at the following addresses, or such other addresses provided by the receiving Party in accordance with this Section. For purposes of this Lease,

any notice shall be deemed to be received (i) as of receipt with respect to personal delivery hereunder, (ii) on the first business day after the date sent with respect to delivery by overnight courier, and (iii) on the third business day after the date sent with respect to delivery by mail.

If to Landlord:

FLEETWATER REAL ESTATE INVESTMENTS, LLC
Attn: Monty Lockyear
3120 Whitepine Ct.
Waukcc, IA 50263

If to Tenant:

SMASH PARK OMAHA, LLC
Attn: Monty Lockyear
3120 Whitepine Ct.
Waukcc, IA 50263

Section 12.13. Authorization. Each Party, and each signatory below on behalf of the Party it is signing for, has the authority to execute, deliver and perform this Lease, and to consummate the transactions contemplated hereunder. This Lease constitutes a valid and binding obligation of each Party, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium, or other similar laws relating to creditor's rights generally and to general principles of equity (regardless of whether such enforcement is at law or in equity).

Section 12.14. Certification. Each Party certifies to the other that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order of the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each Party hereby agrees to defend, indemnify and hold harmless the other, and such other Party's Related Parties from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing certification. The obligations provided in this Section shall survive the expiration or earlier termination of this Lease.

Section 12.15. Brokers. Landlord and Tenant hereby represent and warrant to each other that this Lease has been procured and all negotiations leading to the execution and delivery of this Lease have been carried out without the intervention of any broker or third party, and without incurring any liability for brokerage fees, commissions, or a "finder's fee" relative to this Lease. Landlord and Tenant agree to indemnify, defend (with counsel reasonably acceptable to the indemnified Party), and hold each other and the other's Related Parties harmless from and against any assertion by any third party to such brokerage, commission, and finder's fee payable to it and related to the indemnifying Party's breach of the foregoing representation and warranty, such obligation to survive the expiration or earlier termination of this Lease.

Section 12.16. Triple Net Lease. This Lease is intended to be a triple net lease to Landlord and in all respects shall be interpreted as such, subject to the express terms hereof.

ARTICLE XIII. RULES AND REGULATIONS

Section 13.01. Compliance with Laws and Regulations. Tenant shall procure at its sole expense any permits and licenses required for the transaction of business on the Property, comply with all laws, ordinances, regulations, codes and orders, and easements, covenants and restrictions of record, now or hereafter in effect and relating to the Property and Tenant's business operations and any signs, and

make, at Tenant's own cost and expense, all repairs, additions, and alterations to the Property ordered or required by any such law, ordinance, regulation, code or order.

Section 13.02. Rules and Regulations. Landlord reserves the right to adopt such rules and regulations as Landlord, in its sole discretion, deems necessary. Tenant agrees to adhere to such rules and regulations upon notification, so long as they do not unreasonably interfere with the Permitted Use.

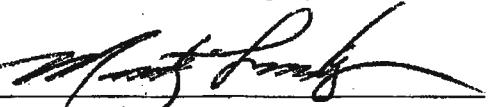
[Signature Page Follows]

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Lease as of the Effective Date.

LANDLORD:

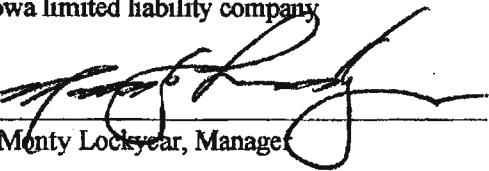
FLEETWATER REAL ESTATE INVESTMENTS, LLC,
an Iowa limited liability company

By: 

Monty Lockyear, Manager

TENANT:

SMASH PARK OMAHA, LLC,
an Iowa limited liability company

By: 

Monty Lockyear, Manager

EXHIBIT "A"
[LEGAL DESCRIPTION OF PROPERTY]

Lot 1, Southport West Replat Nine, an addition to the City of La Vista, as surveyed, platted and recorded in Sarpy County, Nebraska.

**SCHEDULE "I"
[MONTHLY INSTALLMENT OF RENT]**

The monthly Rent shall be 8.5% of the capitalization rate, as more specifically set forth below.



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: 93314126
3/15/2024 03:29 PM

Status: **APPROVED**
Customer Name: kerri lockyear
Type: Visa
Credit Card Number: **** * **** * 1245

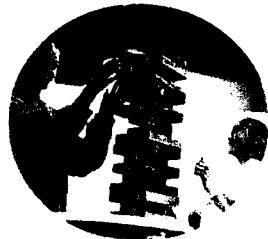
Items	Quantity	TPE Order ID	Total Amount
Retail Liquor License (Class A, B, C, D, I, J, AB, AD, IB)	1	83532104	\$400.00
Applicant Name:: Smash Park Omaha LLC			
Trade Name (DBA):: Smash Park			
Address:: 8121 S 125th Street			
City:: LaVista			
State:: NE			
Zip Code:: 68128			
Phone Number:: 913-231-5877			
Email Address:: kerri@smashpark.com			
Total remitted to the Nebraska Liquor Control Commission			\$400.00
Total Amount Charged			\$409.96

SMASH PARK



SMASH
PARK

PLAY. DRINK. EAT. COMPETE



Smash Park is a one-of-a-kind indoor/outdoor entertainment venue where you can play, drink and eat all day long.

Smash Park is an active concept combining recreation and competitive socializing with traditional entertainment elements of food, drinks and games.

Guests can enjoy pickleball, countless games, live entertainment, sports watch parties, classes and workshops, recreational tournaments and live gaming such as trivia and bingo with delicious food and craft beverages.





WHAT'S NEW WITH PICKLEBALL?

Pickleball is the nation's fastest growing sport with explosive growth across all ages and demographics. To put the growth in perspective, over 36 million people played pickleball in 2022, up from an estimated 5 million in 2021!

Why is pickleball so popular? It's easy to play, low impact and appeals to a wide range of people. It's also a very social sport that allows people to build relationships and communities.

Even professional athletes such as Tom Brady, Lebron James, Patrick Mahomes and Kevin Durant have invested in professional pickleball teams further expanding the sport's mainstream popularity.

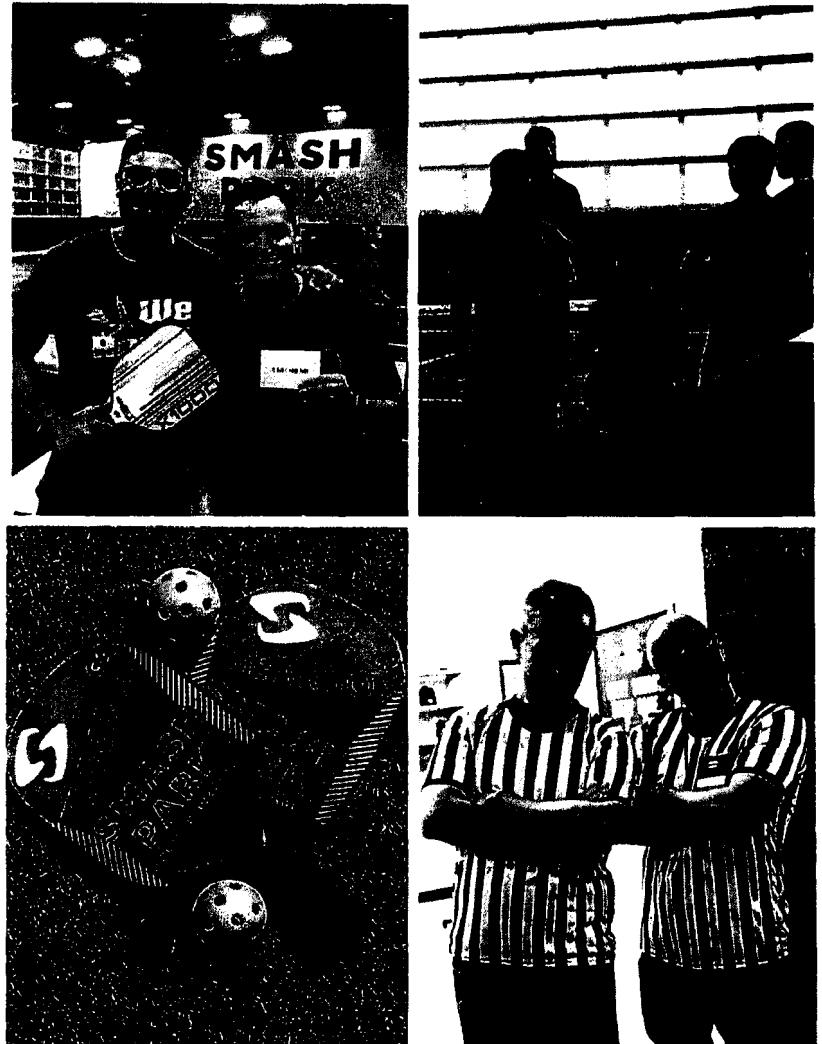
YOU CAN TEACH AN OLD DOG NEW TRICKS

Since pickleball is a low intensity sport, everyone can play! Smash Park offers several ways to learn the sport, compete in organized play or just have fun playing with friends and family.

LEAGUES: Tried and true, our leagues are popular with men and women of all ages. Leagues run in six-week seasons and guests can choose from three types of play - social, intermediate or advanced.

LESSONS: Pickleball lessons provide one-on-one instruction with a certified pickleball professional to learn the game and enhance your skills.

CLINICS: The perfect way to get to know the sport and improve your game! Clinics are offered at the beginner, intermediate or advanced level as well as Cardio Pickleball for all skill levels.





A LEAGUE OF OUR OWN

Competitive Socializing is a core part of Smash Park's brand.
It brings comradery to simple games, encourages friendly competition and provides an outlet to meet new friends.

Leagues that guests can choose from include:

- Pickleball
- Cornhole
- Bowling
- Axe Throwing
- Bocce Ball
- Duckpin Bowling
- Darts
- Ping Pong
- Shuffleboard

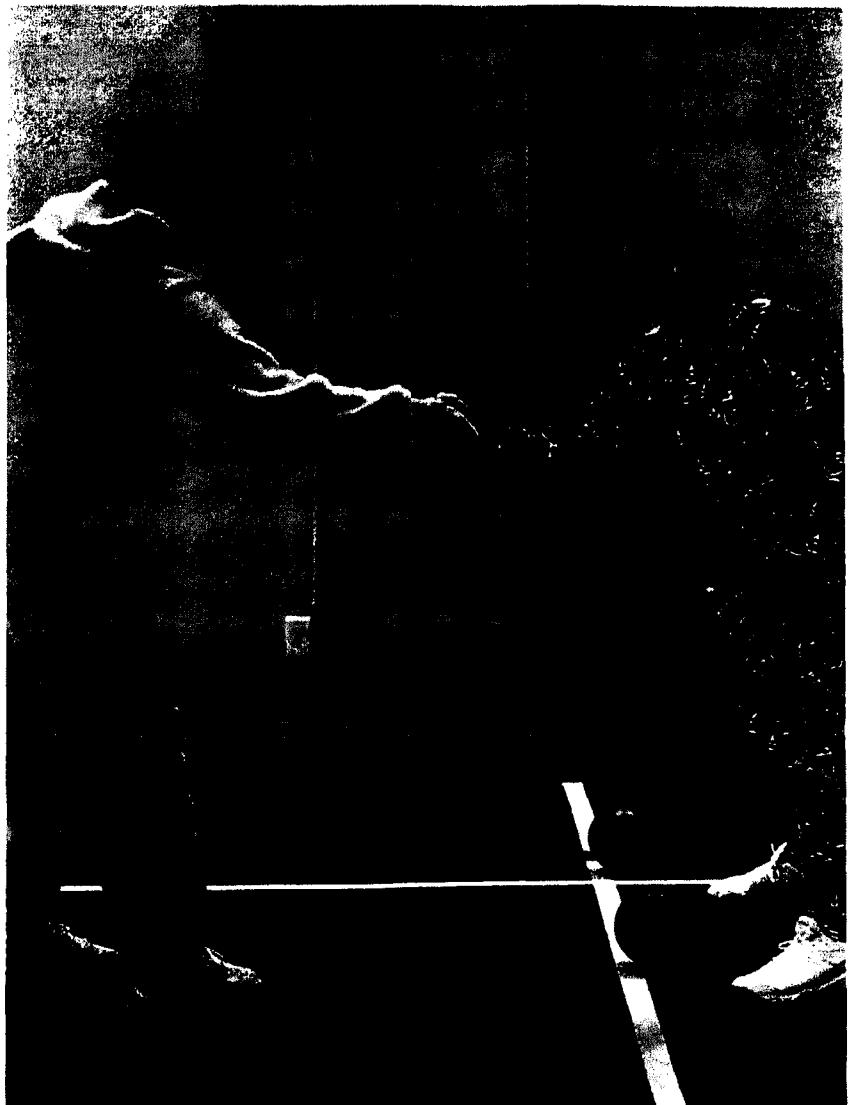
Leagues generate sales during slow dayparts, drive weekly repeat visits, form habits and develop brand ambassadors that spread positive word of mouth.

TOAST YOUR COMPETITION

Tournaments are great for guests who don't want to commit to a league, but love to join a competition with some buddies. Tournaments can also be organized for private events.

Tournaments can include pickleball, dodgeball (a fan favorite!), cornhole, football bowling, giant pong and more!

Tournaments don't always cater to the ultra-competitive either. We also host social and fun tournaments like UNO, bar olympics, trivia and glow-in-the-dark pickleball!





TAKE THE OFFICE OUT OF THE OFFICE

We don't want our guests to be subjected to a lame party that's full of awkward encounters and bad food, so we've elevated them to include: endless games, scratch-driven food, craft drinks and one heck of a good time!

Smash Park has a variety of spaces that can accommodate parties of 10–600 guests! We make party planning easy with comprehensive catering menus, drink packages, party packages, organized tournaments, team building programs and more.



EVENT TYPES



Corporate Events

Holiday Parties

Birthday Parties

Bachelorette Parties

Graduation Parties

Reunions

Wedding Receptions

Rehearsal Dinners

Fundraising Events

And more!

66

TESTIMONIALS

We had a fabulous time! Everyone commented how much fun they had, how great the food was and they want to come back next year. Your staff was first class, food was wonderful and overall would not change a thing! Your customer service is awesome!

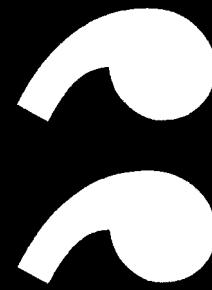
Barb C, Principal/Financial Group

Thanks to your staff, everything was AMAZING!!! The food was fantastic and service was too!! I would definitely recommend Smash Park to others. Thanks for making everything so easy for us!

Summer I, Rehearsal/Dinner

We had a blast!! Our waitress went above and beyond. She was so prompt in taking our drink orders. We were never left waiting! I really wish I could give you some constructive criticism but I have none. You all did a phenomenal job and I'm thankful.

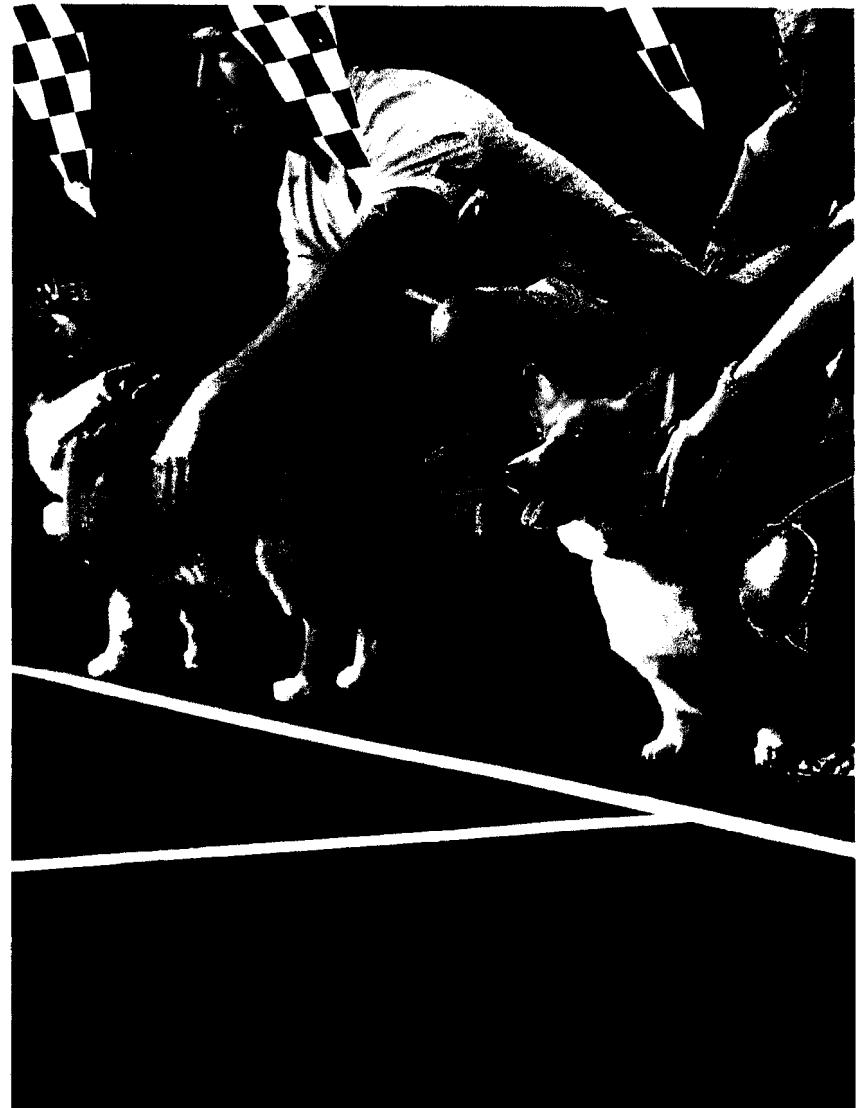
Alix S, Birthday Party

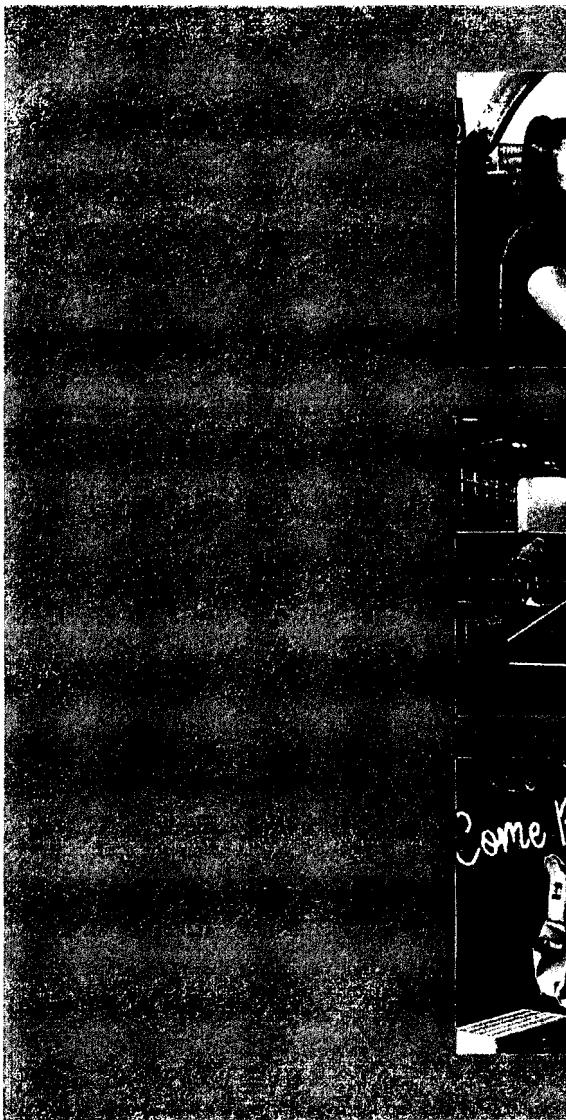


GET THE GROUP CHAT TOGETHER

These events span from Wellness Weekends (free fitness classes from local gyms & studios), Brunch Bingo and Dog Races to Smasharitaville (celebrating National Margarita Day), Glow Pickleball and Themed Trivia Nights.

Providing “reasons to come” with creative events, live entertainment and free classes is a differentiator that connects Smash Park to the community and creates loyal guests.





LEVEL UP GAME NIGHT

It's not your typical game night at Smash Park! We carefully curate unique games, create themed drinks that fit the occasion and partner with local businesses for prizes, to deliver an elevated experience you don't find anywhere else.

Games include:

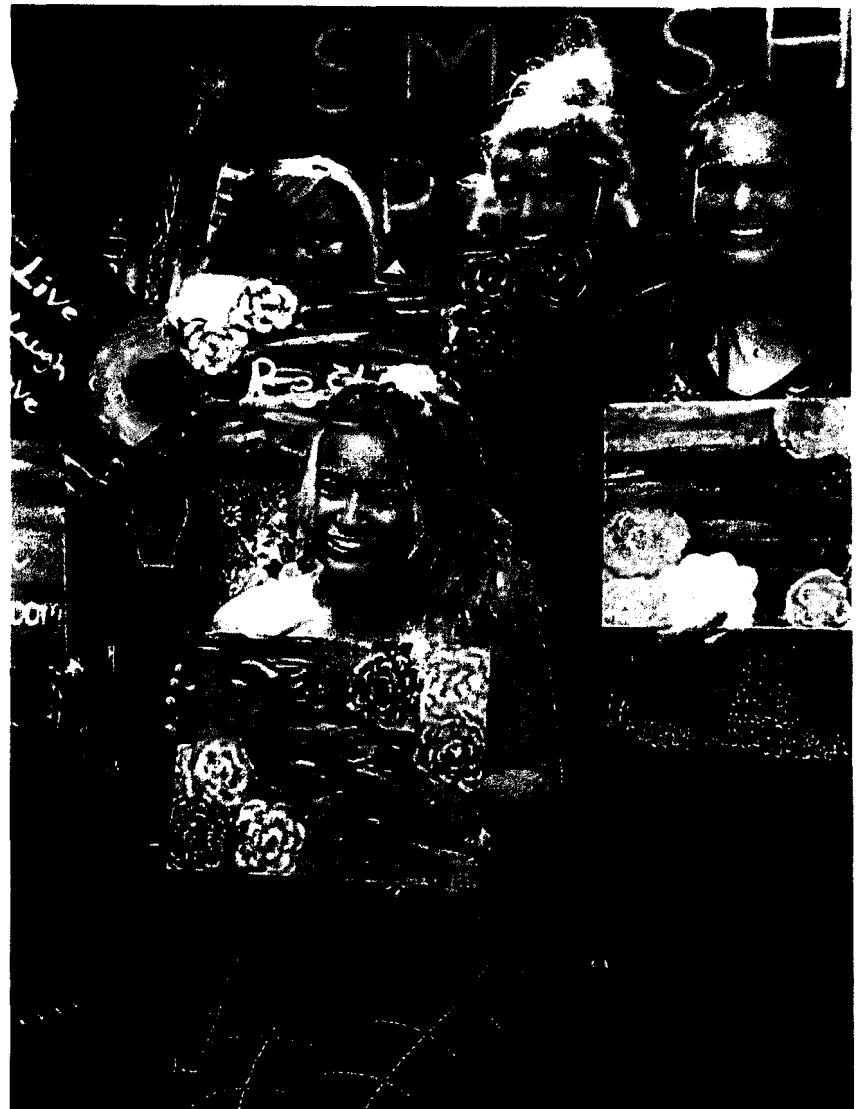
- Murder Mystery
- Themed Trivia
- Themed Bingo
- Name That Tune
- Family Feud
- Spelling Bee's
- Puzzle competitions
- And more!

CLASSES & WORKSHOPS

Smash Park partners with local businesses and vendors to provide active, social and educational classes in a fun environment.

Classes include:

- Instructional & DIY - like painting, crafts and Jewelry
- Learning Workshops - like Adulting & Life Skills, Lunch 'n' Learns and special interest classes
- Food & Beverage Classes - like Beer, Wine & Spirit Tasting, Mixology Classes and Wine & Food Pairings



SERVE LOCAL

Smash Park was built on family and designed to be an entertainment and recreational hub for the local community.



GIVE BACK NIGHTS

Give Back Nights are one night of the week where Smash Park partners with a local charity and donates a percentage of overall sales or a specific amount on one food/beverage item.

These are a great opportunity to host family events, as well as an opportunity to partner with other local businesses.



CHARITY TOURNAMENTS

Hosting tournaments for charities is a fun and engaging way to give back!

Registration fees are donated to the charity as well as on-site donations.

WELLNESS WEEKEND



Wellness Weekends are free classes hosted by Smash Park to support our community with their health and fitness goals and encourage guests to stay active!

We partner with local gyms and fitness studios, who provide the classes at no cost to Smash Park, in exchange for advertising and promotion.

Fitness classes range from Cardio Pickleball, Zumba, Kickboxing, Yoga, Boot Camps, Dance Jam, Pilates and more!

MOBILE APP & REWARDS

The best way to stay up-to-date with Smash Park is through the Smash Park app!

The app allows guests to track their rewards, make court reservations, sign up for leagues and clinics, register and get tickets for events, manage their league scores and much more!

Smash Park Rewards allows guests to earn "Smash Cash" with every dollar they spend and receive special rewards on their birthday and half birthday. They also get "VIP" benefits such as early access to league registration and members only events.

