

CCID 232

TYPE OF LICENSE: CLASS "C" LIQUOR LICENSE  
CIGAR BAR LICENSE

NAME & ADDRESS: JD FINE CIGARS, LLC  
DBA "SAFARI CIGARS & LOUNGE"  
13110 BIRCH DRIVE, SUITE 108

RECEIVED: JANUARY 29, 2013

45TH DAY: FRIDAY, MARCH 15, 2013

HEARING DATE: FEBRUARY 26, 2013 - 28<sup>TH</sup> DAY

AND/OR PERSONS CONTACTED: JEFFREY G. DOLL

402-965-1460

ATTORNEY - WILLIAM MCGINN

712-328-1566

POSTED: 2-12-13

NOTIFIED: 2-15-13

NEW APPLICATION, NEW LOCATION.

RECEIVED

13 JAN 29 AM 11:48

CITY CLERK  
OMAHA, NEBRASKA

# ▶ RECEIPT

**From:** NLCC Randy.Seybert@nebraska.gov  
**Phone:** 402/471-4885  
**Fax:** 402/471-2814

**To:** City Clerk – OMAHA

**Subject:** SAFARI CIGARS & LOUNGE, CCB-101628

**PLEASE COMPLETE THE BOTTOM SECTION IMMEDIATELY UPON RECEIPT OF THIS APPLICATION AND FAX OR EMAIL THIS FORM BACK ACKNOWLEDGING THE RECEIPT OF THIS APPLICATION. PLEASE DATE STAMP IF THAT OPTION IS AVAILABLE. THANK YOU.**

1-29-13

DATE OF RECEIPT

*Car. Jh*

SIGNATURE

Urgent     For Review     Please Comment     Please Reply     Please Recycle

# STATE OF NEBRASKA

**Dave Heineman**  
Governor

## NEBRASKA LIQUOR CONTROL COMMISSION

Hobert B. Rupe Executive Director  
301 Centennial Mall South, 5<sup>th</sup> Floor  
P.O. Box 95046  
Lincoln, Nebraska 68509-5046  
Phone (402) 471-2571  
Fax (402) 471-2814  
TRS USER 800 833-7252 (TTY)

January 28, 2013

OMAHA CITY CLERK  
1819 FARNAM STREET  
OMAHA NE 68183

**RE: JD FINE CIGARS LLC dba SAFARI CIGARS & LOUNGE CCB-101628**

Dear Local Governing Body:

Attached is the form to be used on all retail liquor license applications. Local clerks must collect proper license fees and occupation tax per ordinance, if any, before delivering the license at time of issuance.

TWO KEY TIME FRAMES TO KEEP IN MIND ARE:

- 1) Publicize one time not less than 7 days, not more than 14 days prior to date of hearing.
- 2) You have 45 days to conduct a hearing after the date of receipt of the notice from this Commission (§53-134). You may choose **NOT** to make a recommendation of approval or denial to our Commission.

PER §53-133, THE LIQUOR CONTROL COMMISSION SHALL SET FOR HEARING ANY APPLICATION WHEREIN:

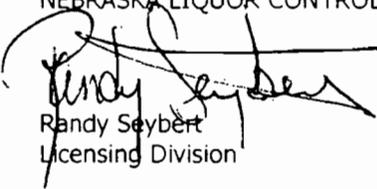
- 1) There is a recommendation of denial from the local governing body.
- 2) A citizens protest; or
- 3) Statutory problems that the Commission discovers.

PLEASE NOTE...A LICENSEE MUST BE PROPERLY LICENSED IN ORDER TO PURCHASE FROM WHOLESALERS; AND, A LICENSE IS EFFECTIVE:

- 1) Upon payment of the license fees;
- 2) Physical possession of the license;
- 3) Effective date on the license.

Sincerely,

NEBRASKA LIQUOR CONTROL COMMISSION

  
Randy Seybert  
Licensing Division

Enclosures

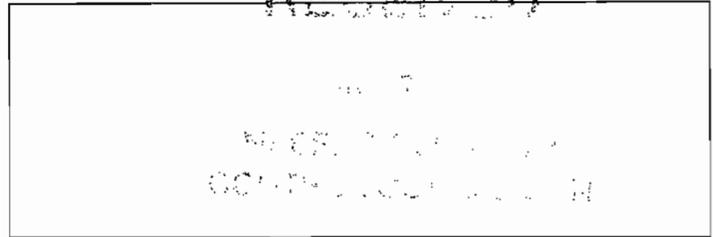
**Janice Wiebusch**  
Commissioner

**Bob Batt**  
Chairman  
*An Equal Opportunity/Affirmative Action Employer*

**William F. Austin**  
Commissioner

**APPLICATION FOR LIQUOR LICENSE  
RETAIL**

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.ne.gov/



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

**RETAIL LICENSE(S)**

Application Fee \$400 (non refundable)

- A BEER, ON SALE ONLY
- B BEER, OFF SALE ONLY
- C BEER, WINE, DISTILLED SPIRITS, ON AND OFF SALE
- D BEER, WINE, DISTILLED SPIRITS, OFF SALE ONLY
- J BEER, WINE, DISTILLED SPIRITS, ON SALE ONLY
- 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
- ID BEER, WINE, DISTILLED SPIRITS ON AND OFF SALE

- Class K Catering license (requires catering application form 106) \$100.00

Additional fees will be assessed at city/village or county level when license is issued

Class C license term runs from November 1 – October 31  
All other licenses run from May 1 – April 30  
Catering license (K) expires same as underlying retail license

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

- Individual License (requires insert form 1)
- Partnership License (requires insert form 2)
- Corporate License (requires insert form 3a & 3c)
- Limited Liability Company (LLC) (requires form 3b & 3c)

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

**Commission will call this person with any questions we may have on this application**

Name William F. McGinn Phone number: (712) 328-1566

Firm Name McGinn, McGinn, Springer & Noethe

*20 N 16th St  
Council Bluffs, IA 51501  
IA*

**PREMISE INFORMATION**

Trade Name (doing business as) Safari Cigars & Lounge

Street Address #1 13110 Birch Drive, Suite 108

Street Address #2 \_\_\_\_\_

City Omaha County Douglas Zip Code 68164

Premise Telephone number 402 965 1460

Is this location inside the city/village corporate limits:  YES  NO

Mailing address (where you want to receive mail from the Commission)

Name ~~44~~ JEFFREY G. DOCK

Street Address #1 44 ~~44~~ Pelican Dr ~~to 44th St~~, ~~IA~~

Street Address #2 \_\_\_\_\_

City Council Bluffs State IOWA Zip Code 51501

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

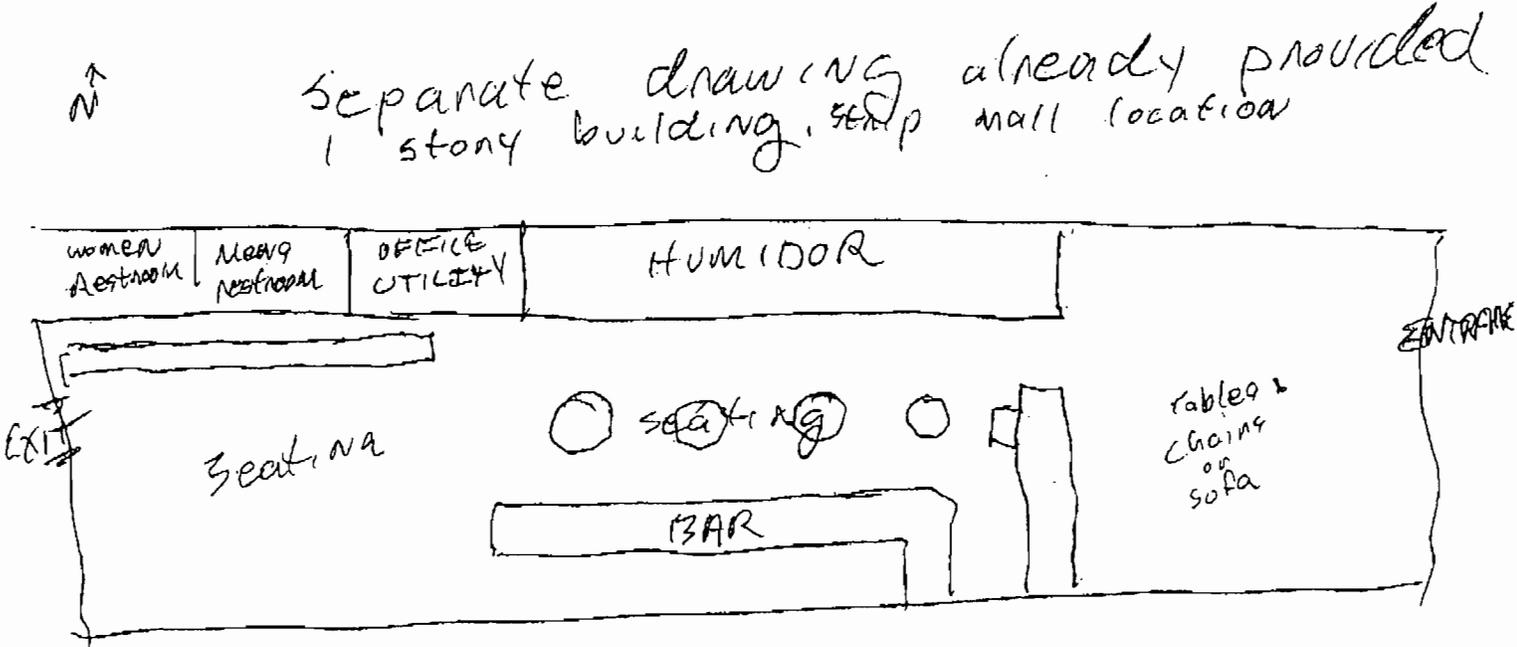
**READ CAREFULLY**

In the space provided or on an attachment draw the area to be licensed. This should include storage areas, basement, outdoor area, sales areas and areas where consumption or sales of alcohol will take place. If only a portion of the building is to be covered by the license, you must still include dimensions (length x width) of the licensed area as well as the dimensions of the entire building. No blue prints please. Be sure to indicate the direction north and number of floors of the building.

\*\*For on-premise consumption liquor licenses minimum standards must be met by providing at least two restrooms

Length \_\_\_\_\_ feet  
Width \_\_\_\_\_ feet

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



PARC 0385 5808 10

FB 74 STATUS 2 CLASS C  
 EXEMPT 0 EXEMPT TYPE TAX DISTRICT 0100 SID F-  
 PROP HOUSE HALF DIR ----STREET NAME----- TYPE SUFFIX APT AREA ZIP CODE  
 ADDRESS 13110 BIRCH DR OMA 68164

-----OWNER OR TAXPAYER INFORMATION-----  
 NAME EAGLE RUN PARTNERSHIP DATE OF LAST CHANGE 07-18-2002  
 + C/O EAGLE RUN GROUP LLC BK/PG OR DOC#  
 ADDR 550 ELKWOOD MALL HOMESTEAD DELETE  
 CITY OMAHA ST NE ZIP 68105 NON NUMERIC ZIP CODE

-----CURRENT VALUE----- HOMESTEAD-----  
 YEAR ---DATE--- ---LAND--- ---IMPR--- --TOTAL-- PAR RSN NUMBER TY CD PCT VALUE  
 2009 03-09-2009 1951600 2105400 4057000 LR

OVER 1 ACRE IND OVERVERRIDE AMOUNT  
 ADDITION NO. 09991 LOT 3 HALF BLOCK 0 HALF  
 EAGLE RUN COMMERCIAL SUBDIVISION SECT TOWN RANGE PLAT 1120  
 -----LEGAL DESCRIPTION-----  
 1 ALL LOTS 1 2 & 3 IRREG 2  
 3 4  
 5 6  
 7 8

PF1-ADFB

PF5-PNFB

PF6-PAFB

**APPLICANT INFORMATION**

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

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.

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
John VanMeeteren	03/2010	Omaha, NE	Operating w/o registration	RECORDED
JEFFREY G. DOLL (see Attached)				

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

YES  NO

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

- a) Submit a copy of the sales 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

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

YES  NO

If yes, give name and license number Cigaro's

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

YES  NO

If yes:

- a) Attach temporary operating permit (T.O.P.) (form 125)
- b) T.O.P. will only be accepted at a location that currently holds a valid liquor license.

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) \_\_\_\_\_

*Need Answer →*

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

YES  NO

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

**No silent partners**

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 premise to be licensed within 150 feet of a church, school, hospital, home for the aged or 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 (Neb. Rev. Stat. 53-177)(1)

9. Is anyone listed on this application a law enforcement officer?

YES  NO

If yes, list the person, the law enforcement agency involved and the person's exact duties

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

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

Jeffrey G. Doll

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.

None

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:

- a) Individual, applicant only (no spouse)
- b) Partnership, all partners (no spouses)
- c) Corporation, manager only (no spouse) as listed on form 3c
- d) Limited Liability Company, manager only (no spouse) as listed on form 3c

Applicant Name	Date Trained (mm/yyyy)	Name of program where trained (name, city)
<del>JEFFREY G. DOLL</del>		

13. If the property for which this license is sought 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 show title or lease held in name of applicant as owner or lessee in the individual(s) or corporate name for which the application is being filed.

- Lease: expiration date \_\_\_\_\_
- Deed
- Purchase Agreement

14. When do you intend to open for business? February 1, 2013

15. What will be the main nature of business? Retail Cigar sales and bar

16. What are the anticipated hours of operation? NOON to 2 AM

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

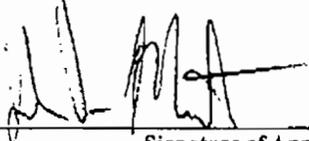
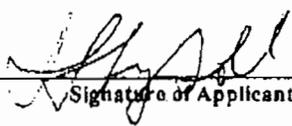
RESIDENCES FOR THE PAST 10 YEARS; APPLICANT AND SPOUSE MUST COMPLETE					
APPLICANT: CITY & STATE	YEAR		SPOUSE: CITY & STATE	YEAR	
	FROM	TO		FROM	TO
JEFFREY G DOLL CO PLUFFS	1985	PRESENT	MARY JANE DOLL, COUNCIL BLUFFS	1985	PRESENT
John Van Meteren OMAHA NE	2000	PRESENT			

If necessary attach a separate sheet.

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.

Must be signed in the presence of a notary public by applicant(s) and spouse(s). If partnership or LLC (Limited Liability Company), all partners, members and spouses must sign. If corporation all officers, directors, stockholders (holding over 25% of stock) and spouses. Full (birth) names only, no initials.

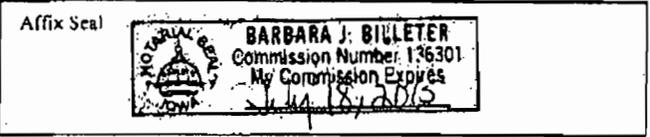
	_____
Signature of Applicant	Signature of Spouse
	_____
Signature of Applicant	Signature of Spouse
_____	_____
Signature of Applicant	Signature of Spouse
_____	_____
Signature of Applicant	Signature of Spouse
_____	_____
Signature of Applicant	Signature of Spouse

ACKNOWLEDGEMENT

IOWA  
 State of ~~Nebraska~~  
 County of POTTAWATTAMIE

The foregoing instrument was acknowledged before me this  
JANUARY 14, 2013 by JOHN VANMEETEREN and JEFFREY G. DOL  
 date name of person acknowledged

  
 Notary Public signature



In compliance with the ADA, this application is available in other formats for persons with disabilities. A ten day advance period is required in writing to produce the alternate format.

**APPLICATION FOR LIQUOR LICENSE  
LIMITED LIABILITY COMPANY (LLC)  
INSERT - FORM 3b**

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.nc.gov](http://www.lcc.nc.gov)

Office Use

047164

All members including spouse(s), are required to adhere to the following requirements:

- 1) All members spouse(s) must be listed
- 2) Managing/Contact member and all members holding over 25% interest and their spouse(s) (if applicable) must submit fingerprints (2 cards per person)
- 3) 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 for License form 100 (even if a spousal affidavit has been submitted)

Attach copy of Articles of Organization (Articles must show barcode receipt by Secretary of States office)

Name of Registered Agent: Bradley Boyem

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

JD Fine Cigars, LLC

010169217

LLC Address: 13110 Birch Drive, Suite 108

City: Omaha State: NE Zip Code: 68164

LLC Phone Number: \_\_\_\_\_ LLC Fax Number \_\_\_\_\_

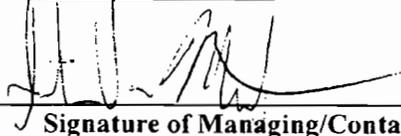
Name of Managing/Contact Member

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

Last Name: VanMeeteren First Name: John MI: \_\_\_\_\_

Home Address: 4810 North 83rd Street City: Omaha

State: Nebraska Zip Code: 68134 Home Phone Number: 402-960-1460



Signature of Managing/Contact Member

**ACKNOWLEDGEMENT**

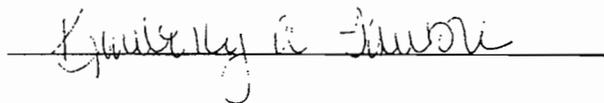
State of ~~Nebraska~~ Iowa

County of Pottawattamie

The foregoing instrument was acknowledged before me this

December 17, 2012  
Date

by John VanMeeteren  
name of person acknowledge



Affix Seal

	<b>KIMBERLY A. FAUBLE</b> Commission Number 729052 My Commission Expires <u>6-21-13</u>
--	--

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

Last Name: Doll First Name: Jeffrey MI: G

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

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

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

Percentage of member ownership 100%

---

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

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

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

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

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

---

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

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

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

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

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

---

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

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

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

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

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

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

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 \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

---

Is the applying Limited Liability Company controlled by another corporation/company?

RECEIVED

YES

NO

If yes, provide the following:

- 1) Name of corporation \_\_\_\_\_
- 2) Supply an organizational chart of the controlling corporation named above
- 3) Controlling corporation **MUST** be registered with the Nebraska Secretary of State, copy of articles must be submitted with application §53-126

---

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

Starting Date: January 1 Ending Date: December 31

---

Is this a Non Profit Corporation?

YES

NO

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

In compliance with the ADA, this corporation insert form 3a is available in other formats for persons with disabilities. A ten day advance period is requested in writing to produce the alternate format.

**SPOUSAL AFFIDAVIT OF  
NON PARTICIPATION INSERT**

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

Office Use

I acknowledge that I am the spouse of a liquor license holder. My signature below confirms that I will have not have any interest, directly or indirectly in the operation or profit 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 or represent myself as the owner or in any way participate in the day to day operations of this business in any capacity. I understand my fingerprint will not be required; however, I am obligated to sign and disclose any information on all applications needed to process this application.

Mary Jane Doll  
Signature of spouse asking for waiver  
(Spouse of individual listed below)

Mary Jane Doll  
Printed name of spouse asking for waiver

State of Iowa

County of Pottawattamie

The foregoing instrument was acknowledged before me this

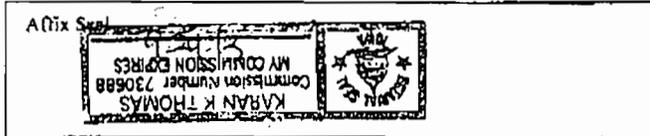
1-2-2013

by Mary Jane Doll

date

name of person acknowledged

Karen Thomas  
Notary Public signature



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

Jeffrey G. Doll  
Signature of individual involved with application  
(Spouse of individual listed above)

Jeffrey G. Doll  
Printed name of applying individual

State of Iowa

County of Pottawattamie

The foregoing instrument was acknowledged before me this

January 14, 2013

by Jeffrey G. Doll

date

name of person acknowledged

Kimberly A. Fauble  
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.

APPLICATION FOR CIGAR BAR  
CERTIFICATION

Office Use

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.ne.gov](http://www.lcc.ne.gov)

MUST BE SUBMITTED WITH A \$1,000 NON REFUNDABLE APPLICATION FEE

PREMISE INFORMATION

Trade Name (doing business as) Safari Cigars & Lounge

Business Street Address 13110 Birch Drive, Suite 108

City Omaha County Douglas Zip Code 68164

Premise Phone Number \_\_\_\_\_

Contact Name and phone number if different from premises John Van Meeteren

402-960-1460

Class C liquor license number (if currently licensed) \_\_\_\_\_

PREMISE DESCRIPTION AND DIAGRAM OF STRUCTURE

1. Do you serve food?  YES  NO  
If yes, you will not qualify for this certification.

2. How many square feet is the premise? 3240 sq ft

3. Does the premise have a walk in humidor?  YES  NO

4. Does the humidor have a humidification and temperature control system?  YES  NO

5. How many square feet is the humidor? 410 sq ft  
Provide photos of the humidor.

OK # 3732  
\$1,000 - mm

BUSINESS INFORMATION

1. Has your business been cited for any liquor license violations?  YES  NO  
If yes, explain

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. What was your total revenue for the business last year? \_\_\_\_\_  
Enclose copies of financial statements showing total sales vs. sales of tobacco and tobacco related products.

3. How much was generated by tobacco and tobacco related products (not including cigarettes)?

\_\_\_\_\_

*John Van Meteren*

Print Name of Signature

*[Handwritten Signature]*

Signature of Licensee or Officer

State of ~~Nebraska~~ Iowa

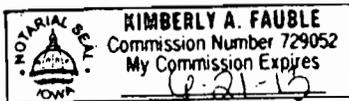
County of Pottawattamie

The forgoing instrument was acknowledge before me this December 19, 2012  
Date

*Kimberly A. Fauble*

Notary Public Signature

Affix Seal Here

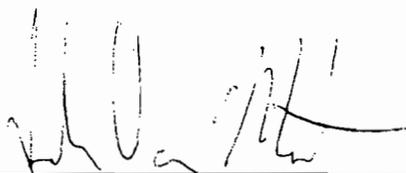


## CIGAR BAR CERTIFICATION CHECKLIST

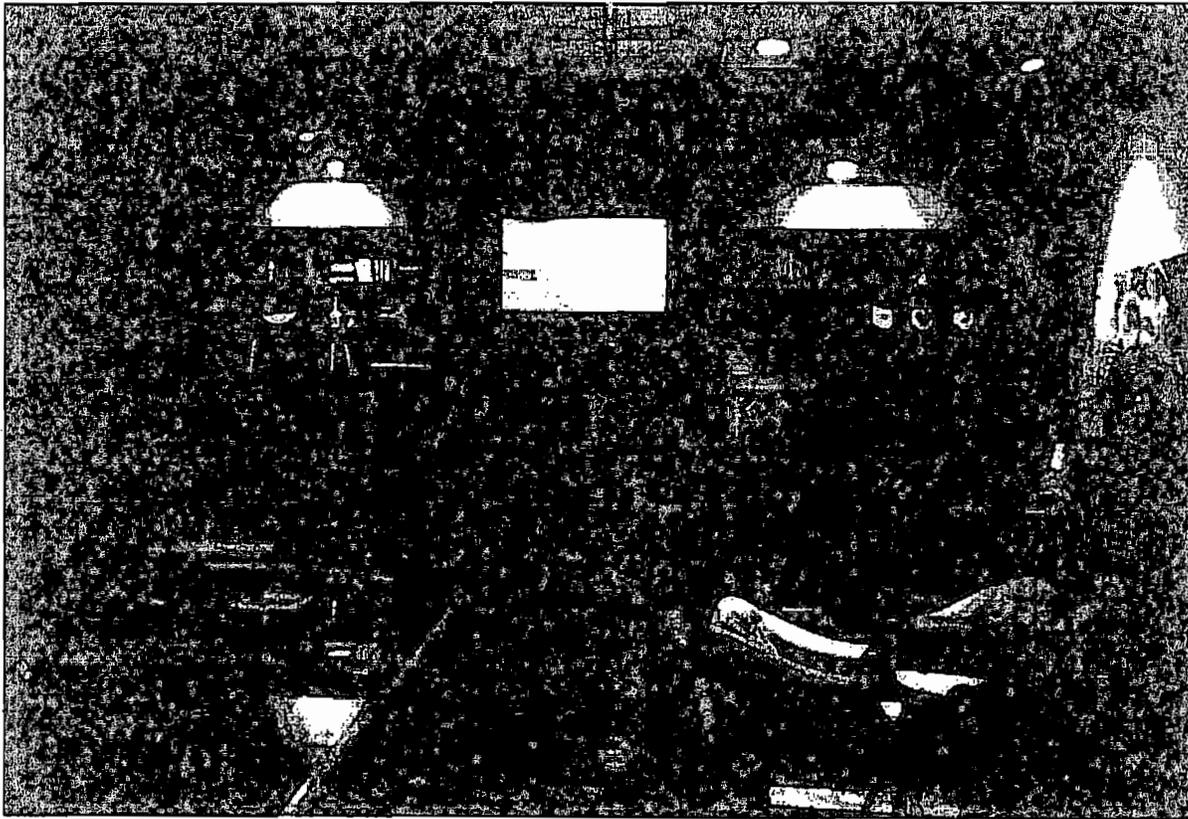
Must include the following:

1. Completed application for cigar bar certification
- X 2. Submit a non refundable application fee of \$1,000
3. Sketch of humidor, showing size and location within the premise
- X 4. Submit photos of the humidor, copies of photos are acceptable
- X 5. Business plan showing ten percent or more of your projected gross revenues from the sale of cigars, other tobacco products and tobacco related products
- Y 6. Copies of financial statements showing total sales vs. sales of tobacco and tobacco related products (if existing business)
- NA 7. If you are serving food or intend to service food, be advised that you will not qualify for a cigar bar certification license

I understand that Nebraska Liquor Control Commission may permanently deny the application for cigar bar certification if an applicant provides information that is false or deliberately misleading.

  
\_\_\_\_\_  
Signature of Applicant

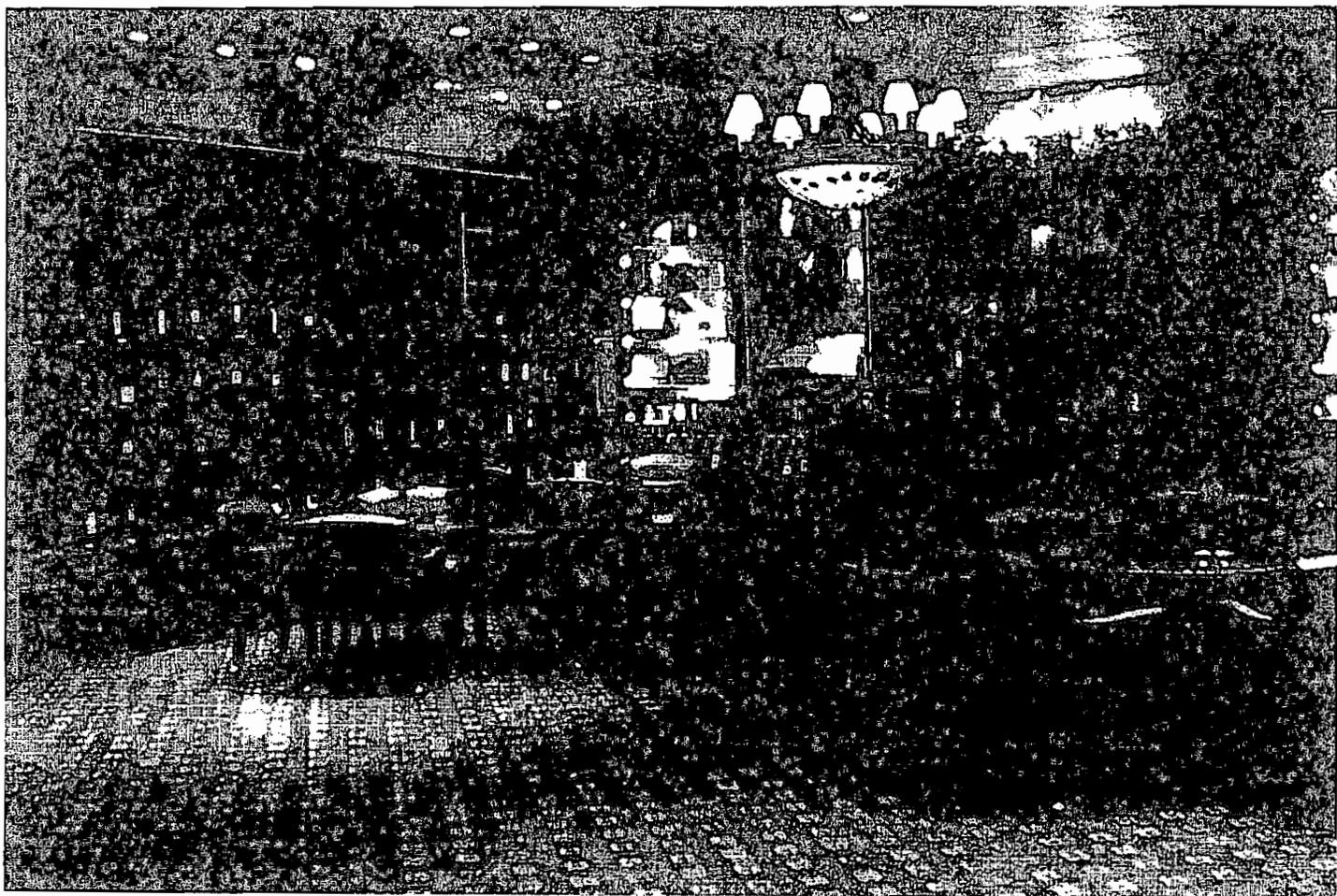
12-19-12  
\_\_\_\_\_  
Date



BACK LOUNGE  
AREA



BAR



FRONT LOBBY  
AREA



FUM 120R

BUSINESS PLAN  
JD FINE CIGARS, LLC d/b/a SAFARI CIGARS & LOUNGE

BUSINESS PURPOSE

JD FINE CIGARS, LLC is a Nebraska Limited Liability Company doing business as Safari Cigars and Lounge. The business will be in a leased premises located at 13110 Eagle Run Plaza, Suite 108. The business will be a cigar bar which will feature a full service walk in humidor and a full service bar. It will also have seating and additional space for special events, all of which will promote the use and enjoyment of cigars and cigar related products.

OWNERSHIP AND MANAGEMENT

The LLC is owned by Jeffery G. Doll. Mr. Doll has over 35 years of wholesale beer distributing experience as well as organizational skills in major promotions and fundraising. He has ownership interest in an Iowa beer distribution, owns and manages a farm and hunting lodge in Missouri. He has also served on numerous boards including a trucking company, county fair, and service organizations.

The day to day management of the business will be done by John VanMeeteren. John is experienced in the corporation and management of a bar and more importantly is well versed in the various products offered by major cigar manufacturers. Mr. VanMeeteren developed relationships with representatives of the manufacturers of the brands that will be sold at Safari Cigars and Lounge.

SALES PROJECTIONS

Safari Cigars and Lounge, as the name implies, is a cigar bar in the sense that the customer base will be people who enjoy cigars and want to have a place to obtain cigars and socialize. As indicated by the size of the walk in humidor and the amount of cigar inventory on hand, the percent of sales from cigars will be well over 10% of the business total sales. The instance of the full service bar is to complement the experience of a place where a person can go to enjoy cigars. Inventory of cigars at any given time will be more than 150% of liquor and beer inventory.

It is the intent for Safari Cigars to be active in the community. Events featuring cigars and marketed to cigar smokers will take place. This would include charity fundraising events as well as business meetings that would include cigar smoking.

LEASE

This Lease, made and entered into this 27th day of November, 2012, by and between

EAGLE RUN GROUP, L.L.C.,  
a Nebraska Limited Liability Company,  
By its Manager Bear Properties, Inc.,  
with offices at  
14450 Eagle Run Drive, Suite 210,  
Omaha, Nebraska 68116,

hereinafter called the "Owner", and

J D FINE CIGARS, LLC,  
a Nebraska Limited Liability Company  
(d/b/a Safari Cigars & Lounge),  
with offices at  
Eagle Run Plaza,  
13110 Birch Drive, Suite 108  
Omaha, Nebraska 68164,

hereinafter called the "Tenant",

WITNESSETH: That,

The Owner does hereby lease, demise and let unto the Tenant the following described premises:

Space No. 108  
Omaha Mailing Address: Eagle Run Plaza  
13110 Birch Drive, Suite 108  
Omaha, Nebraska 68164

Said space is located in Eagle Run Plaza as shown on EXHIBIT A and contains 3,266.4 gross square feet of floor area determined by measuring from the outside of non-party walls and to the middle of party walls. EXHIBIT A is attached hereto and incorporated herein.

In addition to the above described premises, Tenant shall, subject to control and reasonable regulation by Owner, enjoy the nonexclusive use of all common area parking areas, access roads, and sidewalks furnished by Owner, provided Owner shall have the right to locate kiosks, fountains, planters, pools, sculptures, vending machines, strollers, telephones, benches and similar items within such common areas.

Said premises are a portion of a development known as EAGLE RUN PLAZA, 13110 Birch Drive (at West Maple Road), Omaha, Nebraska.

The term of this lease is five (5) years commencing on the beginning day of the lease year as hereinafter described and ending at 12 o'clock midnight on the last day of the lease year five (5) years later.

The terms and conditions of this lease are as follows:

- 1. CONSTRUCTION  
The demised premises are hereby leased to Tenant as now constructed, provided Owner shall complete that work described as "Owner's Additional Work" in EXHIBIT A attached hereto and by this reference made a part hereof.

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2. **RENT BEGINNING DATE.**

If Owner is to complete any additional work in accordance with Section 1 above, it shall give Tenant written notice when it has substantially completed such work. When the Owner gives such written notice of substantial completion and prior to Tenant's occupancy for any finishing, fixturing, or stocking, Tenant shall arrange for its utilities and insurance coverage and execute and deliver to Owner an Acceptance of Space, which Acceptance may be subject to a punch list of remaining Owner work items, if any, within the demised premises. If no additional work is to be completed by Owner in accordance with Section 1, Tenant hereby acknowledges acceptance of the demised premises upon delivery of same by Owner and agrees to arrange for its utilities and insurance coverage prior to occupancy of the premises.

Rent for said space shall begin whichever is earlier: (A) When the Tenant opens for business, or (B) Ninety (90) days after delivery by Owner.

After rent beginning has been established, time shall be of essence for the performance of this lease.

**LEASE YEAR.**

The beginning day of the rent shall establish the beginning of each lease year; and the term of this lease shall run from that day forth provided, however, that if the rent beginning date shall fall on any day other than the first day of the month Tenant shall pay appropriately apportioned rent for such partial month and the first day of the month next following shall be the beginning day of the first lease year.

**OCCUPANCY CONDITIONS.**

Tenant shall not enter into occupancy of the demised premises until delivery of same by Owner, provided, if Owner is to complete any additional work in accordance with Section 1, then, with written permission from the Owner and providing Tenant assumes responsibility for any damage done to the development, the Tenant may enter said premises for purposes of fixturing and preparation for occupancy prior to completion of the Owner's additional work. Tenant agrees to withdraw or replace any of its workmen or contractor, who in the opinion of the Owner may cause strikes, work stoppage or picketing of said development. Tenant's property kept, stored or maintained in the demised premises shall be kept, stored or maintained at the risk of the Tenant.

**TENANT TO OPEN.**

Without the Owner waiving any rights contained elsewhere herein, if the Tenant fails to open the demised premises for business within \_\_\_\_\_ days after \_\_\_\_\_, then the Tenant shall, in addition to the guaranteed minimum rental hereinafter provided, pay the Owner an additional rent at the rate of \$ \_\_\_\_\_ per day for each day until open for business; said additional rental shall be in lieu of any percentage rent that might have been earned during such period of the Tenant's failure to open.

3. **LEASE CONSIDERATION.**

The consideration for this lease is the mutual covenants of the parties. As partial consideration for this lease and whenever requested by the Owner, the Tenant agrees to promptly furnish to the Owner not more than once each year a signed current financial statement accurately reflecting the Tenant's financial condition. As consideration for the preparation of this lease, the Tenant has delivered to the Owner the sum of \$ \_\_\_\_\_. Tenant and Owner agree that upon the execution of this lease by both parties said lease preparation fee will be applied to the first rental due hereunder. Tenant and Owner further agree that if this lease is not executed by Tenant said fee will be retained by the Owner for such preparation services; and if this lease is not executed by Owner said fee will be refunded to Tenant.

4. **RENT.**

Tenant shall and hereby agrees to pay to the Owner without demand, deduction, or setoff, at such place or places as the Owner may designate from time to time in writing, rent in advance for said premises as follows:

\$52,272.00 each lease year, payable \$4,356.00 each month.

For periods of less than a full lease year, percentage rental, if any, shall be considered to be earned each day. No portion of the rent paid by Tenant after the expiration of any period during which rent is abated shall be allocated by Owner or Tenant to such abatement period, nor is any rent intended by the parties to be allocable to any abatement period or to any period other than that specified herein.

In addition to all of the rental set hereinabove, the Tenant shall pay any tax which any governmental authority (acting under any present or future law) may levy, assess, or impose upon the rent reserved hereunder. Said tax, if any, shall be paid not less than three (3) days before same is due and payable.

5. **GROSS SALES.**

Tenant agrees to use its best efforts to attain the highest volume of gross sales in the demised premises. The term "gross sales" as used herein shall be the entire amount of the actual sales price, whether for cash or otherwise, of all sales of merchandise, service, carrying charges and other receipts whatsoever, of all business conducted in or from the demised premises, including contract, mail or telephone orders initiated, received or filled at the demised premises, including sales in all vending machines, and including all deposits not refunded to purchasers; orders taken, although said orders may be filled elsewhere, and sales by any sublessee, concessionaire or licensee, or otherwise in or from said premises. All sales of merchandise or service conducted by the Tenant or its subsidiaries, affiliate(s), or Guarantor(s) at any location within a three (3) mile radius from the boundary of

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the land of this development shall be included in, and be considered to be a part of, gross sales in the demised premises. No deduction shall be allowed for uncollected or uncollectible credit accounts. Gross sales shall not include, however, any sums separately shown and separately collected in addition to the sales price and paid out directly to a duly constituted governmental authority for any sales tax or excise tax imposed by any duly constituted governmental authority; nor shall it include the exchange of merchandise between the stores of the Tenant, if any, where such exchanges of goods or merchandise are made solely for the convenient operation of the business of Tenant and not for the purpose of consummating a sale which has theretofore been made at, in, from or on the demised premises and/or not for the purpose of depriving Owner of the benefit of a sale which otherwise would be made from the demised premises. Gross sales shall not include sale of Tenant's store fixtures.

6. **SALES REPORTS.**

At the place where the rent herein reserved is then payable, the Tenant shall and hereby agrees that it will submit to the Owner within fifteen (15) days after the expiration of each month of each lease year a statement of that month's approximate sales and within thirty (30) days after the expiration of each full lease year a complete certified statement showing in all reasonable detail the amount of gross sales as defined in Section 5 of this lease made from the demised premises during the past year. Tenant shall require its subtenants, if any, to furnish similar statements.

**OWNER MAY AUDIT.**

After giving forty-eight (48) hours' prior written notice to Tenant, Owner shall have the right to have its auditors make a special audit of Tenant's and its subtenants' books and records. All expenses of the audit shall be paid by Owner unless the Tenant fails to submit the complete certified statement of gross sales for such lease year as provided for in this Section 6 or if the audit establishes an error in excess of one percent (1%) of the amount of gross sales reported by Tenant for the lease year involved, in which event such expense shall be paid by Tenant. If the audit determines that the Tenant intentionally failed to report sales to avoid payment of rentals, the Owner may immediately cancel this lease and invoke all of the further rights granted the Owner in the 24<sup>th</sup> Section hereinafter. Owner's right to examine Tenant's and subtenants' books and records or to make an audit thereof in respect to any lease year period shall be available to the Owner only for a period of two (2) years after the annual statement for such lease year period shall have been furnished to Owner. Accounting methods and equipment used to record and report gross sales shall be subject to the approval of the Owner.

7. **BOOKS AND RECORDS.**

The Tenant and any subtenants shall keep a permanent, accurate set of books and records of all sales and revenue derived from the business conducted during each day of the term hereof and all supporting records, including any State or Federal sales or excise tax and business or occupation tax reports. The Tenant further agrees that it and its subtenants will keep, retain and preserve for at least two (2) years after the submission of the annual certified sales report all sales slips and other pertinent records.

8. **MAINTENANCE OF COMMON AREAS.**

Owner shall operate and maintain common areas and common facilities of the development. Tenant shall pay upon demand in addition to the rent a proportionate share of costs of operating and maintaining common areas and common facilities. Common areas and common facilities include without limitation all parking areas, access roads, sidewalks, landscaped space and any other space used in common or available for use by the Tenant, the Tenant's customers, employees, agents, servants or other invitees of the Tenant. Operation and maintenance shall include, but not be limited to, personal property taxes assessed upon maintenance supplies and equipment, costs of defending and preserving common areas and facilities, costs of insurance secured with respect to common area pursuant to Section 14, losses attributable to operation of common areas and facilities, lighting, water, sewer use fees, cleaning, maintenance equipment, snow removal, line repainting, policing and security, repairs, replacements, the cost of labor and personnel to implement such services, management fees and costs relating to the development, and everyday maintenance of all areas and facilities provided by the Owner for the common use and benefit of the occupants of the development. As an addition to the foregoing and as part of the costs to be paid by the Tenant for operation and maintenance of common areas and common facilities, fifteen percent (15%) shall be added to the total to cover administration. Apportionment of these costs shall be made on the basis of square feet of floor area herein demised to Tenant as related to the total square feet of rented and/or occupied floor area in the development.

9. **USE.**

Tenant shall use, occupy, and operate the demised premises. Premises shall be used, occupied, and operated only as "Cigar Bar" for the sale of cigars for on and off-premises consumption and for the sale of wine, spirits, beers, cappuccinos, teas, and soft drinks for on-premises consumption only

and for no other purposes without the written consent of the Owner.

Tenant agrees to conduct its business at all times in a responsible and reputable manner. The Tenant shall promptly comply with all laws affecting the premises hereby leased and the cleanliness, safety, occupation and use of same. No sale for purpose of closing the store, auction, fire or bankruptcy sales may be conducted in the demised premises without previous written consent of the Owner. In the event that the Tenant uses the demised premises for the storage or sale of odorous materials or products and such odor is detectable in other rental areas, the Tenant shall forthwith and not later than ten (10) days after written request from the Owner either remove and forego the storage and/or sale of said materials or products or ventilate the premises at its expense with a ventilation system satisfactory to the Owner. Tenant shall not use the sidewalks adjacent to the demised premises for business purposes.

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**STORE HOURS.**

Except for special permission in writing from the Owner, the Tenant agrees to keep the demised premises open and operating no less than nine (9) hours per day Monday through Saturday and all such additional hours as the Tenant may elect provided, however, Tenant shall not be required to be open on national holidays and Owner shall not be required to open or operate the common areas or mechanical systems of the center prior to 7:00 a.m. or after 10:00 p.m. of any day.

**CONTINUOUS OPERATION.**

The Tenant agrees that its continuous and effective operation during the term hereof is partial consideration for this lease and is essential for the success of the development; and except for reasons of fire, other casualty, or taking of inventory, Tenant agrees to operate the demised premises during the store hours delineated hereinabove. In the event Tenant vacates, abandons, deserts, ceases its operation in the demised premises, or otherwise violates this agreement to effectively operate, then without the Owner waiving any rights contained in this lease, Tenant agrees that during the period of such violation, in addition to paying all other charges due under this lease, it shall pay rent to the Owner at a prorated daily rate of two (2) times the last periodic rental rate specified in Section 4 of this lease, such amount to be construed as liquidated damages to Owner caused by Tenant's failure to operate in strict accordance herewith.

**10. MECHANIC'S AND OTHER LIENS.**

Tenant shall not permit any mechanic's, laborer's or materialman's lien to stand against the demised premises for any labor or material furnished to Tenant or claimed to have been furnished to Tenant in connection with work of any character performed or claimed to have been performed on said premises by or at the direction of Tenant. Tenant shall promptly pay all contractors and materialmen, so as to minimize the possibility of a lien attaching to the demised premises, and should any such lien be made or filed, Tenant shall bond against or discharge the same within ten (10) days after written request by Owner.

**11. MAINTENANCE AND CARE OF PREMISES.**

The Owner shall keep the foundation, the exterior of the load-bearing outer walls and roofing of the building in good repair, except that the Owner shall not be called on to make any such repairs occasioned by any act or omission of the Tenant, its agents or employees or customers. The Owner shall not be called upon to make any other improvements, repairs or replacements of any kind upon said premises; and, at the sole cost and expense of the Tenant, said premises shall at all times be kept in good order, condition and repair by the Tenant, and shall also be kept in a clean, sanitary and safe condition and in accordance with all directions, rules and regulations of the health officer, fire marshal, building inspector or other proper officers of the governmental agencies having jurisdiction. The Tenant shall at its own expense maintain, repair or replace any glass windows, show windows and doors in or enclosing the demised premises. Tenant shall clean and maintain the interior and exterior of its store front and its signs and its show windows, if any, and shall at all times keep its show windows and glass doors in a neat and clean condition.

**AT EXPIRATION.**

At the expiration of this lease, all leasehold improvements and fixtures attached to the walls, floors, or ceiling, whether installed by the Tenant or the Owner, shall at the option of the Owner be considered a part of the building and remain in the demised premises as a part of the realty. Tenant shall surrender the premises in good condition, reasonable wear and tear excepted. Tenant agrees to remove all of its signs of identification at expiration of this lease and to restore the surface to which they attached.

**12. SIGNS AND CONSTRUCTION BY TENANT.**

The Tenant agrees to provide signs of identification outside of its demised premises, which signs shall be installed prior to Tenant's opening for business. Drawings and descriptions of such signs shall be submitted to Owner. Signs shall not be installed until Tenant has received Owner's written approval. Tenant agrees to maintain its signs in an attractive and safe condition. Tenant shall obtain any permits or bonds for signs required by governmental regulations. The Tenant agrees not to use any media in the demised premises that shall be deemed objectionable by the Owner, such as loudspeakers, phonographs, radio broadcasts, speakers, amplifiers, or flashing lights in a manner to be heard or otherwise distracting outside the demised premises. The Tenant shall not install any plumbing fixtures, exterior lighting fixtures, shades or awnings or any exterior decorations or paintings or use any flammable materials above the finished ceiling line of the demised premises or build any fences, paint, drill, attach to or make any change to the store front, entrances, exterior walls, exterior signs of identification, marquees, roof or abutting sidewalks or attach any temporary or permanent signs, advertisements, displays, or prices to its show windows and/or store front glass without previous written consent of the Owner. Tenant shall not repartition or otherwise remodel or make any structural changes in the demised premises without the written consent of the Owner.

**13. COVENANT TO HOLD HARMLESS.**

Tenant will indemnify Owner and save it harmless from and against any and all claims, actions, damages, liability and expense arising from or out of any occurrence in, about, in connection with, upon or at the demised premises, arising from or out of the occupancy or use by Tenant of the demised premises or any part thereof, or occasioned wholly or in part by any act or omission of Tenant, its agents, contractors, employees, servants, lessees or concessionaires. In case Owner shall, without fault on its part, be made a party or witness or become involved in any claim, action, damage, liability, expense, or litigation commenced by or against Tenant, then Tenant shall protect and hold Owner harmless and shall pay all costs, expenses and reasonable attorney's fees incurred or paid by Owner in connection with such claims, actions, damages or litigation.

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14. **INSURANCE.**

Tenant at all times during the term of this lease shall at its expense provide and maintain with respect to the demised premises (a) comprehensive general public liability insurance on an occurrence basis in form customarily written for protection of tenants and owners, insuring Tenant and Owner as the named insureds and providing coverage of not less than One Million Dollars (\$1,000,000), single limit, for injuries to any one person, for injuries to persons in any one occurrence and for damage to property, provided, such minimum of insurance coverage shall not limit Tenant's liability under Section 13 hereinabove; (b) plate glass insurance covering all show windows, plate glass, and/or glass entrance doors in its demised premises; and, (c) casualty insurance against fire, vandalism, malicious mischief, sprinkler leakage if applicable, and such other perils as are from time to time included in a standard extended coverage endorsement, or such broader form of coverage as Tenant may select, insuring all alterations, additions or other improvements made by Tenant to the demised premises at any time, in an amount sufficient to replace them. Such casualty insurance shall be issued in the name and for the benefit of Tenant and Owner as their respective interests may appear. Proceeds received from such insurance shall be used to repair or replace the insured improvements in accordance with Tenant's obligation in Section 21 of this lease to standards of construction and quality of materials which are not less than equal to the prior standards and qualities provided, however, in the event the Owner elects to terminate this lease in accordance with Section 21 hereof, the full amount of such proceeds shall be paid to the Owner and the Tenant shall be released from its obligation to restore such improvements. Tenant shall provide Owner with current duplicate policy or policies of all such insurance required of Tenant, which policy or policies shall include an endorsement that the insurance company or companies cannot amend or cancel such insurance policy or policies without giving ten (10) days' prior written notice to the Owner.

All fixtures, inventories, improvements, equipment or other property kept, stored or maintained in the demised premises shall be so kept, stored or maintained at the risk of the Tenant only.

Owner at all times during the term of this lease shall secure with respect to the parking area and other common areas of said development (a) comprehensive general public liability insurance providing coverage of not less than One Million Dollars (\$1,000,000), single limit, for injuries to any one person; for injuries to persons in any one occurrence and for damage to property, and (b) such other insurance as Owner shall deem necessary for the parking areas, common areas or for equipment used in common areas of the development. The cost of insurance secured by Owner with respect to this paragraph shall be prorated as a common area cost in accordance with Section 8 of this lease.

Owner at all times during the term of this lease shall secure with respect to the development, (a) casualty insurance against fire, vandalism, malicious mischief and such other perils as are from time to time included in a standard extended coverage endorsement, or such broader form of coverage as Owner may select, insuring the insurable building improvements constructed, or required under the terms of this lease to be constructed, by Owner, (b) sprinkler leakage insurance, if applicable, and (c) loss of rents insurance. Tenant shall be liable for and shall pay Owner each month, in advance, a pro rata share of the premium cost for such insurance secured by Owner, which monthly pro rata share shall be 1/12 of the product obtained by multiplying the annual cost of the premiums for such insurance by a fraction, the numerator of which shall be the floor area of the demised premises and the denominator of which shall be the total rentable floor area in the development on the first day of the applicable month, excluding rentable floor area in any portion of the development which is separately insured or for which premium thereon is excluded from the costs allocated hereunder. Insurance secured by Owner may bear a loss payable endorsement to protect any mortgagee's interest. Proceeds received from such insurance shall be used for rebuilding in accordance with Owner's obligation in Section 21 of this lease. Nothing in this section shall require Owner to insure the fixtures, inventories, improvements, equipment or other property of Tenant or any other occupant of the development.

Tenant agrees to pay any increase in rates for insurance that may at any time from and after the rent beginning date be charged to the Owner resulting from Tenant's extra-hazardous use or occupancy of the demised premises or the development whether or not Owner has consented to same. Tenant agrees to maintain in operation and connected to a monitoring system any sprinkler, smoke detection, or heat or fire prevention or detection device or system located within the demised premises.

15. **ABUSE OF UTILITY SERVICES.**

The plumbing facilities shall not be used for any purpose other than that purpose for which they are constructed, and no foreign substance of any kind shall be thrown therein. The expense of any stoppage, breakage or damage resulting from a violation of this provision shall be borne by the Tenant causing same. If the Tenant installs any equipment that overloads utility lines to or in the demised premises, the Tenant shall at its own expense remove the overload or increase the capacity of such lines and make whatever changes are necessary to comply with the requirements of the Owner, insurance underwriters and governmental authorities having jurisdiction.

16. **PARKING OF EMPLOYEES' CARS.**

The Tenant and its employees may at their own risk park their motor vehicles on the development property but only in the areas specifically designated by Owner for that purpose. Once each year Tenant further agrees to furnish to Owner, upon Owner's request therefor, the license numbers assigned to its motor vehicles and the motor vehicles of its employees. Tenant agrees to pay to the Owner costs, if any, incurred in the enforcement of parking rules providing such violations and such costs are attributable to a violation by Tenant, Tenant's sublessees, agents, or Tenant's employees.

17. **ASSIGNMENT AND VOTING CONTROL.**

The Tenant agrees that it will not assign or in any manner transfer this lease or any part thereof or any interest or estate therein without the previous written consent of the Owner, nor shall the Tenant sublet the demised premises or any part thereof without the previous written consent of Owner, nor shall the Tenant assign this lease to a corporation owned wholly or in part by the Tenant, nor shall the Tenant enter into any management contract or other relationship whereby the Tenant or its employees are in less than direct and immediate management of the demised premises and the business operated therein without the previous

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written consent of the Owner. Owner may accept rent or other payments due under this lease from any person, corporation, or partnership offering to pay same; and such acceptance by Owner shall not be construed to be an acceptance of such payor as Tenant hereunder nor as a consent or waiver of consent of any of the Owner's rights in this section.

If Tenant is a corporation and if at any time during the lease term the person or persons who own a majority of its voting shares at the time of the execution of this lease cease to own a majority of such shares (except as the result of transfers by gift, bequest, or inheritance) Tenant shall so notify Owner and Owner may terminate this lease by notice to Tenant given within ninety (90) days thereafter.

The Tenant further agrees not to change the advertised name of the place of business operated herein without the written permission of the Owner.

**18. ACCESS TO PREMISES.**

The Owner shall have the right to enter upon the demised premises at all reasonable hours for the purpose of inspecting the same or adding or rerouting pipes, sprinkler systems, smoke detection systems, heat or fire detection systems or equipment, conduits or drains to serve the demised premises or premises other than the demised premises or for making repairs, additions or alterations, provided such adding or rerouting shall be handled so as to interfere as little as possible with the Tenant's use of the premises and Owner shall repair any damage caused by such work. The exercise of said right by Owner shall not give rise to any claim by Tenant for damages, and Tenant expressly waives any such claim or claims. If the Owner deems any repairs required to be made by the Tenant necessary, it may demand that the Tenant make the same forthwith.

For a period commencing one year prior to the termination of this lease, the Owner may have reasonable access to the premises herein demised for the purpose of exhibiting the same to prospective tenants.

**19. UTILITIES.**

The Owner agrees to provide the existing mains and conduits to the demised premises in order that the existing utilities may be supplied, provided Owner shall not be responsible for Tenant's telephone service lines. As an additional charge, the Tenant shall pay for all utilities including water, sewer use, gas, and electricity used in the demised premises.

**HEATING AND COOLING.**

Tenant shall maintain all heating and cooling equipment serving only the demised premises.

The Owner shall not be liable in damages or otherwise for any failure or defect in the furnishing of any of the above utilities, heating or cooling, or for any interruption due to civil insurrection, war, fire, accident, strike, riot, act of God, the making of necessary repairs or improvements, or any other causes beyond the control of the Owner.

**20. CONDEMNATION.**

If the whole of the demised premises or the parking area in said development shall be taken under the power of eminent domain by any public or quasi-public authority, this lease shall terminate and expire as of the date of such taking, and rent and any other payments shall be paid and adjusted as of such date, and Owner and Tenant shall be released from any further liability hereunder. If twenty percent (20%) or more of the floor area of the demised premises shall be taken or condemned for public use or if fifty percent (50%) or more of the total parking area in said development shall be taken or condemned for public use and the Owner does not promptly begin the construction of substituted parking replacing at least the majority of the parking area so taken using double decking, contiguous land, or underground areas, then either Tenant or Owner may cancel and terminate this lease by serving upon the other party a written notice of its intention to cancel within thirty (30) days after the condemnation judgment shall be entered. In the event that such option to terminate is exercised, rent and any other payments shall be prorated to the date of taking and Owner and Tenant shall be released of further liability hereunder. If any portion of the demised premises is taken for public use and if neither party exercises its option to terminate this lease as permitted in this section above, then the minimum guaranteed rental provided for under Section 4 shall be reduced as of the date of taking in the proportion which the actual floor area taken bears to all of the floor area demised and the Owner shall promptly repair, restore, or rebuild for occupancy by Tenant the portion not so taken. If, during the repair, restoration, or rebuilding required, the demised premises are not usable in the opinion of either the Owner or Tenant, then the Owner or its contractors shall temporarily have possession and the minimum guaranteed rental shall be abated during the period of repair, restoration, or rebuilding.

All damages awarded or other sums or awards paid on account of any condemnation or taking under the power of eminent domain of the demised premises, the parking areas, the common facilities or the development, or any portion or portions thereof, shall belong to and be the sole property of Owner whether such damages or other sums are awarded as compensation for loss or diminution in value of the leasehold, or for the fee of the demised premises, or otherwise; and in no event shall Tenant have any claim whatsoever against Owner or the condemning authority for loss or diminution in value of the leasehold or for the value of any unexpired term of this lease, Tenant hereby expressly waiving any such right or claim, provided, however, Tenant shall be entitled to any award or portion thereof made for or on account of any loss or cost to which Tenant might be put in removing Tenant's merchandise, fixtures, equipment or furnishings and/or for any loss or damage to the same.

**21. DESTRUCTION OR DAMAGE TO PREMISES.**

If the demised premises become untenable because of fire or other casualty insurable under standard fire and extended coverage insurance required to be maintained by Owner or Tenant as described in Section 14, the same shall be repaired as speedily as possible at the expense of the Owner and/or Tenant in accordance with their respective covenants to insure provided, however, if more than fifty percent (50%) of the floor area of the development becomes untenable because of



such fire or other casualty or if less than five (5) years of the original term of this lease remain from the date of such fire or other casualty, the Owner may, if it so elects, give notice to Tenant in writing terminating this lease. If the demised premises become untenable because of any damage or destruction not insurable under standard fire and extended coverage insurance, the Owner may, if it so elects, give notice to Tenant in writing terminating this lease. If Owner elects not to terminate this lease, it shall, within ninety (90) days after such damage or destruction, give the Tenant notice of its intention not to terminate and shall proceed with its portion of restoration, if any, and Tenant shall proceed forthwith with its portion of restoration, each thereafter being obligated to restore in accordance with their respective covenants to insure as set out in Section 14 and each proceeding with reasonable speed to restore the premises.

Rent shall be abated during the period of any untenability only if Owner elects to terminate this lease in accordance with the above.

**22. INSOLVENCY OF TENANT.**

In the event of the bankruptcy or insolvency of Tenant, the following shall apply:

- (A) If a petition is filed by, or an order for relief is entered against Tenant under Chapter 7 of the Bankruptcy Code and the trustee of Tenant elects to assume this lease for the purpose of assigning it, such election or assignment, or both, may be made only if all of the terms and conditions of subparagraphs (B) and (D) below are satisfied. To be effective, an election to assume this lease must be in writing and addressed to Owner, and in Owner's business judgment, all of the conditions hereinafter stated, which Owner and Tenant acknowledge to be commercially reasonable, must have been satisfied. If the trustee fails so to elect to assume this lease within sixty (60) days after such filing or order, this lease will be deemed to have been rejected, and Owner shall then immediately be entitled to possession of the demised premises without further obligation to Tenant or the trustee, and this lease shall be terminated. Owner's right to be compensated for damages in the bankruptcy proceeding, however, shall survive such termination.
- (B) If Tenant files a petition for reorganization under Chapters 11 or 13 of the Bankruptcy Code, or if a proceeding filed by or against Tenant under any other chapter of the Bankruptcy Code is converted to a Chapter 11 or 13 proceeding and Tenant's trustee or Tenant as debtor-in-possession fails to assume this lease within sixty (60) days from the date of the filing of such petition or conversion, then the trustee or the debtor-in-possession shall be deemed to have rejected this lease. To be effective, any election to assume this lease must be in writing addressed to Owner and, in Owner's business judgment, all of the following conditions which Owner and Tenant acknowledge to be commercially reasonable, must have been satisfied:
- (1) The Trustee or the debtor-in-possession has cured or has provided to Owner adequate assurance, as defined in this subparagraph (B), that:
    - (a) It will cure all monetary defaults under this lease within ten (10) days from the date of assumption; and
    - (b) It will cure all nonmonetary defaults under this lease within thirty (30) days from the date of assumption.
  - (2) The trustee or the debtor-in-possession has compensated Owner, or has provided Owner with adequate assurance, as hereinafter defined, that within ten (10) days from the date of assumption Owner will be compensated for any pecuniary loss it has incurred arising from the default of Tenant, the trustee, or the debtor-in-possession, as recited in Owner's written statement of pecuniary loss sent to the trustee or debtor-in-possession.
  - (3) The trustee or the debtor-in-possession has provided Owner with adequate assurance of the future performance of each of Tenant's obligations under this lease; provided, however, that:
    - (a) From and after the date of assumption of this lease, it shall pay all monetary obligations, including the minimum and percentage rents payable under this lease in advance in equal monthly installments on each date that such rents are payable;
    - (b) It shall also deposit with Owner, as security for the timely payment of rent, an amount equal to three (3) months' minimum rent and other monetary obligations payable under this lease;
    - (c) From and after the date of assumption of this lease, it will pay as minimum rental an amount equal to the sum of the minimum rent otherwise payable under this lease, plus the highest amount of the annual percentage rent paid by Tenant to Owner within the five (5) year period prior to the date of Tenant's petition under the Bankruptcy Code. This amount will be payable in advance in equal monthly installments on each day that the minimum rent is payable;
    - (d) If not otherwise required by the terms of this lease, it shall also pay in advance, on each day that any installment of minimum rent is payable, one-twelfth (1/12th) of Tenant's annual tax, escalation and other obligations under this lease; and
    - (e) The obligations imposed upon the trustee or the debtor-in-possession will continue for Tenant after the completion of bankruptcy proceedings.
  - (4) Owner has determined that the assumption of the lease will not:
    - (a) Breach any provision in any other lease, mortgage, financing agreement, or other agreement by which Owner is bound relating to the development; or

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- (b) Disrupt, in Owner's judgment, the tenant mix of the development or any other attempt by Owner to provide a specific variety of retail stores in the development which, in Owner's judgment, would be most beneficial to all of the tenants of the development and would enhance the image, reputation, and profitability of the development.
- (5) For purposes of this subparagraph (B), "adequate assurance" means that:
- (a) Owner determines that the Tenant, trustee or the debtor-in-possession has, and will continue to have, sufficient unencumbered assets, after the payment of all secured obligations and administrative expenses, to assure Owner that the trustee or the debtor-in-possession will have sufficient funds timely to fulfill Tenant's obligations under this lease and to keep the demised premises properly staffed with sufficient employees to conduct a fully operational, actively promoted business in the demised premises; and
- (b) An order shall have been entered segregating sufficient cash payable to Owner and/or a valid and perfected first lien and security interest shall have been granted in property of Tenant, trustee, or debtor-in-possession which is acceptable in value and kind to Owner, to secure to Owner the obligation of the Tenant, trustee or debtor-in-possession to cure all monetary and nonmonetary defaults under this lease within the time periods set forth above.
- (C) In the event this lease is assumed by a trustee appointed for Tenant or by Tenant as debtor-in-possession under the provisions of subparagraph (B) above and, thereafter, Tenant is either adjudicated a bankrupt or files a subsequent petition for arrangement under Chapter 11 of the Bankruptcy Code, then Owner may, at its option, terminate this lease and all the Tenant's rights under it, by giving written notice of Owner's election so to terminate.
- (D) If the trustee or the debtor-in-possession has assumed this lease, pursuant to subparagraph (A) or (B) above, to assign or to elect to assign Tenant's interest under this lease or the estate created by that interest to any other person, such interest or estate may be assigned only if the intended assignee has provided adequate assurance of future performance, as defined in this subparagraph (D), of all of the terms, covenants, and conditions of this lease. For the purposes of this subparagraph (D) "adequate assurance of future performance" means that Owner has ascertained that each of the following conditions has been satisfied:
- (1) The assignee has submitted a current financial statement, audited by a certified public accountant, which shows a net worth and working capital in amounts determined by Owner to be sufficient to assure the future performance by the assignee of the Tenant's obligations under this lease;
- (2) If requested by Owner, the assignee will obtain guarantees, in form and substance satisfactory to Owner, from one or more persons who satisfy Owner's standards of creditworthiness; and
- (3) The assignee has submitted written evidence, satisfactory to Owner of substantial retailing experience in developments of comparable size to the development which is the subject of this lease and in the sale of merchandise and services permitted under this lease; and
- (4) Owner or the assignee has obtained consents or waivers from any third parties which may be required under any lease, mortgage, financing arrangement, or other agreement by which Owner is bound, to enable Owner to permit such assignment.
- (E) When, pursuant to the Bankruptcy Code, the trustee or the debtor-in-possession is obligated to pay reasonable use and occupancy charges for the use of all or part of the demised premises, it is agreed that such charges will not be less than the minimum rent as defined in this lease, plus percentage rent and other monetary obligations of Tenant included herein.
- (F) Neither Tenant's interest in this lease nor any estate of Tenant created in this lease shall pass to any trustee, receiver, assignee for the benefit of creditors, or any other person or entity, nor otherwise by operation of law under the laws of any state having jurisdiction of the person or property of Tenant, unless Owner consents in writing to such transfer. Owner's acceptance of rent or any other payments from any trustee, receiver, assignee, person, or other entity will not be deemed to have waived, or waive, either the requirement of Owner's consent or Owner's right to terminate this lease for any transfer of Tenant's interest under this lease without such consent.

**23. HOLDING OVER.**

In the event the Tenant remains in possession of the demised premises, for restoration or otherwise, after the expiration of this lease and without the execution of a new lease, it shall be deemed to be occupying said premises as a tenant from month to month. If Tenant does so continue to remain in possession of the demised premises, it shall pay rent to the Owner at a prorated daily rate of two (2) times the last periodic rental rate specified in Section 4 of this lease; such occupancy shall be subject to all of the other conditions, provisions, and obligations of this lease.

**24. WAIVER.**

One or more waivers of any covenant or condition by the Owner shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by the Owner to or of any act by the Tenant requiring the Owner's consent or approval shall not be deemed to waive or render unnecessary the Owner's consent or approval to or of any subsequent similar act by the Tenant.

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25. **PROTECTION FROM SUBROGATION**

Neither Owner nor Tenant shall be liable to the other for any business interruption or loss or damage to property or injury to or death of persons occurring on the demised premises or the adjoining properties, sidewalks, streets or alleys, or in any manner growing out of or connected with Tenant's use and occupation of said premises, or the condition thereof, or of sidewalks, streets or alleys adjoining caused by the negligence or other fault of Owner or Tenant or of their respective agents, employees, subtenants, licensees or assignees, to the extent that such loss or damage to property or injury to or death of persons is covered by or indemnified by proceeds received from insurance carried by the other party (regardless of whether such insurance is payable to or protects Owner or Tenant or both) or for which such party is otherwise reimbursed; and Owner and Tenant each hereby respectively waive all right of recovery against the other, its agents, employees, subtenants, licensees and assignees, for any such business interruption or loss or damage to property or injury to or death of persons to the extent the same is covered or indemnified by proceeds received from any such insurance, or for which reimbursement is otherwise received, providing that such waiver shall not be operative in any case where the effect thereof is to invalidate such insurance coverage or increase the cost thereof. Nothing in this section contained shall be construed to impose any other or greater liability upon either Owner or Tenant than would have existed in the absence of this section.

26. **NOTICES**

Whenever under this lease a provision is made for notice of any kind, it shall be deemed sufficient notice and service thereof if such notice to the Tenant is in writing addressed to the Tenant at

**14301 FNB Parkway, Suite 100, Omaha, Nebraska 68154**

or at the last office address of Tenant and sent by certified mail with postage prepaid, and if such notice to the Owner is in writing, addressed to the Owner at 14450 Eagle Run Drive, Suite 210, Omaha, Nebraska 68116, and sent by certified mail with postage prepaid.

27. **CONSTRUCTION OF THIS LEASE**

Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of Owner and Tenant. Whenever herein the singular number is used, the same shall include the plural, and the neuter gender shall include the feminine and masculine genders. If any provision of this lease shall be held to be invalid, such provision shall be deemed to be a severable provision and the lease itself shall remain in full force and effect as though the invalid provision had not been included herein.

28. **NONLIABILITY OF OWNER**

The Owner shall not be responsible or liable to the Tenant for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying premises above, below, adjoining or in any other part of the building of which the demised premises are a part or for any loss or damage resulting to the Tenant or its property from bursting, stoppage or leaking water, gas, sewer or steam pipes.

29. **TAXES**

Tenant shall be liable for and shall pay before delinquent all taxes levied against or for any leasehold interest or on Tenant's right to occupy the demised premises or on personal property and trade fixtures of whatever kind and to whomsoever belonging situated or installed in or upon the demised premises. If any such taxes are levied against Owner or Owner's property or if the assessed value of Owner's property is increased by inclusion of personal property and trade fixtures in the demised premises and Owner elects to pay the taxes based on such increase, Tenant shall pay Owner upon demand that part of such taxes for which Tenant is primarily liable hereunder.

Tenant shall be liable for and shall pay Owner each month, in advance, during the term of this lease that amount determined by (a) adding 1/12 of all taxes payable for the year in which the applicable month falls, (b) deducting therefrom the portion of such taxes billed as common area expense for such month pursuant to Section 8 of this lease, and (c) multiplying the remaining sum by a fraction, the numerator of which shall be the floor area of the demised premises and the denominator of which shall be the total rentable floor area in the development on the first day of the applicable month, excluding rentable floor area in any building which, with the land on which it is erected, comprises a separate tax lot and for which taxes thereon are excluded from (a) above. If for any month the amount of any tax payable during the then current tax year shall not have been determined by the taxing authority, then the tax payable shall be based on the amount of the corresponding tax for the immediately preceding tax year, subject to immediate adjustment when the amount of such tax shall be determined. If any tax shall be levied, assessed or imposed for any fiscal period which does not contain 12 months, then, in making the computation of taxes pursuant to (a) above for each month in such fiscal period, there shall be used in lieu of 1/12 of such tax, that proportion arrived at by dividing such tax by the number of months in such fiscal period.

For the purposes of determining (a) above the term "taxes" shall include all real estate taxes, assessments, and other governmental impositions and charges of every kind and nature whatsoever, extraordinary as well as ordinary, foreseen and unforeseen, and each and every installment thereof, which shall or may during the term of this lease be levied, assessed, imposed, become due and payable, become liens upon, arise in connection with the use, occupancy or possession of, or grow due or payable out of, or for, the development or any part thereof, or any land, buildings or other improvements therein, excluding, however, any of the foregoing relating to any parcel included in the development which comprises a separate tax lot for the purpose of assessment for real estate taxes and which is occupied by single occupant building(s) or by building(s) owned other than by Owner

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Nothing herein contained shall be construed to include as "taxes" any inheritance, estate, succession, transfer, gift, franchise, corporation, income or profit tax or capital levy that is or may be imposed upon Owner; provided, however, that if at any time the methods of taxation prevailing at the commencement of the term of this lease shall be altered so that in lieu of or as a supplemental, additional or alternative tax for the whole or any part of the taxes now levied, assessed or imposed on real estate as such there shall be levied, assessed or imposed any substitute, supplemental, additional or alternative tax or license fee imposed upon Owner which is otherwise measured by or based in whole or in part upon the development or any portion thereof, then the same shall be included in the computation of taxes hereunder, computed as if the amount of such tax or fee so payable were that due if the development were the only property of Owner subject thereto.

If Owner receives a refund of any portion of the taxes previously paid by Tenant, Owner shall refund to Tenant the proportion of such refund net of expenses (including attorneys' and appraisers' fees) incurred in obtaining such refund, that is equivalent to the proportion of the original tax paid by Tenant. Tenant shall not institute any proceedings with respect to the assessed valuation of the development or any part thereof for the purpose of securing a tax reduction. Owner, at Owner's sole discretion, may apply for a reduction or correction of any assessment and may appeal or contest any assessment provided all costs and expenses (including attorneys' and appraisers' fees) of such application, appeal or contest shall be, and are hereby specifically agreed to be, included in the definition of "taxes" under this section for purposes of computing the amount defined in (a) above.

It is further agreed that if Owner does not institute or file such application, appeal or contest, then if tenants (including Tenant) occupying seventy-five percent (75%) of the floor area of the development (excluding floor area on any parcel included in the development which comprises a separate tax lot for the purpose of assessment for real estate taxes and which is occupied by single occupant building(s) or by building(s) owned other than by Owner) shall desire to have such proceedings instituted or filed and shall give Owner written notice of such desire at least twenty (20) days prior to the last day for the institution or filing of same, then Owner shall institute and diligently prosecute such proceeding provided all costs and expenses (including attorneys' and appraisers' fees) thereof shall be included in the definition of "taxes" hereinabove and provided Owner may at any time settle such proceedings without the consent of Tenant and said other Tenants. Any application, appeal or contest instituted hereunder shall be prosecuted under the sole discretion and control of the Owner, and Tenant agrees to cooperate with Owner in any such application, appeal or contest.

**30. EXCUSE FOR NONPERFORMANCE.**

The performance of any obligation or undertaking provided for herein by Owner shall be excused and no default shall be deemed to exist in the event, and so long as the performance of any such obligation is prevented, delayed, retarded, or hindered by act of God; fire; earthquake; flood; explosion; action of the elements; war; invasion; insurrection; riot; mob violence; sabotage; inability to procure or general shortage of labor, equipment, facilities, materials, or supplies in the open market; failure of transportation; strikes; lockouts; action of labor unions; condemnation; requisition; laws; orders of government or civil or military or naval authorities; or any other cause beyond the control of the Owner.

**31. MERCHANTS ASSOCIATION AND COMMON PROMOTIONAL FUND.**

Tenant agrees to become a member and then maintain membership in the Merchants Association in this development. Tenant further agrees to join in providing seasonal decorations, participate in the joint promotional effort of the Association and assist with projects of common interest to the merchants in said development including but not limited to enforcement of parking regulations; collective trash hauling, if any; merchants' directory, if any; and all such other activities as may from time to time be determined by the Association as worthy of community interest and control.

Although Owner may convey collected funds to the Merchants Association and may assign its rights to collect such funds to the Merchants Association, Tenant hereby agrees to pay Owner monthly, in advance, for common promotional fund purposes, one-twelfth (1/12) of that amount determined by applying the square footage of Tenant's demised area to the following:

Gross Square Foot of Demised Area	Rate Per Foot Per Year
first 1,000	\$0.42
next 1,000	0.35
next 2,000	0.31
next 3,000	0.28
next 4,000	0.25
over 10,000	0.22

**32. ALTERATIONS, ADDITIONAL STRUCTURES AND PARKING RATIO.**

Owner reserves the right to make alterations to the development and to erect or cause others to erect additional building structures which may be above or adjoin the demised premises or which may be in the parking areas or elsewhere in said development, and the Owner may construct double decked, underground, or elevated parking areas and/or rearrange the parking or common areas providing, however, that the Owner shall during the entire term of this lease provide a parking ratio of not less than five (5) car spaces of paved parking for each 1,000 square feet of total rented sales and offices area.

**33. SPRINKLER SYSTEM.**

Owner has installed, is hereby granted the option to install, or has caused to be installed an automatic sprinkler system (which may include any fire, smoke, or heat detection system) within the demised premises. If a sprinkler system is installed, Tenant agrees that it will operate it, maintain it in good operating condition, and update and remodel it from time to time as may be made necessary by any remodeling, repartitioning, refinishing, or redecorating of the demised premises by the Tenant. The term "update and remodel" as used herein shall include the moving or adding of any sprinkler heads, modification, or other alterations to the system as may be required within the demised premises to keep the system in compliance with the standards

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and recommendations of the inspection or rate setting authority of the State. If a sprinkler system is installed, Tenant further agrees that it will install and maintain a sprinkler monitoring system in service with ADT or other monitoring agency and carry insurance as necessary to protect against any losses arising from the sprinkler system. If a sprinkler system is installed, Owner agrees that it will provide and maintain in operating condition a bulk water main to the demised premises. Owner shall not be held liable for any interruption of water service to the demised premises. If a sprinkler system is installed, then in consideration for said system and for the providing and maintaining of the bulk water main service, Tenant agrees that it will pay to the Owner monthly, in advance, one and one-fourth cents (\$0.0125) per square foot of Tenant's demised area that is sprinklered.

**34. TENANT'S DEFAULT IN PAYMENTS.**

If any rent or other sums due and payable under this lease are not paid by the Tenant within five (5) days after same are due and payable, it is agreed that the rent or other sums payable shall be one and one-tenth (1-1/10th) times the amount otherwise due and shall in addition to such increased rent bear interest at the maximum rate allowed by law from the date same are due and payable until paid.

If any rent or any other sums payable by Tenant hereunder shall remain unpaid ten (10) days after written notice that same are due and payable, then it shall be optional for the Owner to re-enter the demised premises, with or without process of law, declare this lease forfeited and said term ended. Owner shall use such force as may be necessary to move or remove all persons or chattels therein and the Owner shall not be liable for damages by reason of such re-entry or forfeiture and any claims for trespass or otherwise arising out of such repossession are hereby expressly waived by Tenant.

In the event that Owner declares the lease forfeited as provided for in this Section 34, then an amount equal to the total remaining guaranteed rental for the balance of the term hereof shall be immediately due and payable in trust either to investors who hold a real estate mortgage on the Owner's property or to the Owner. Such funds so held shall be used by the Owner first to pay all reasonable expenses, including any brokerage fees and the cost of re-leasing and/or reconstruction, connected with obtaining and securing a new tenant for the demised premises upon such terms and conditions as the Owner shall deem reasonable and proper and then to apply any part of the balance against the guaranteed rental each month until the Owner has successfully obtained a new tenant and then to apply any part of the balance to the difference, if any, in total rental for the remaining term of this lease and such new lease and then to distribute the remaining balance, if any, to the Tenant. The Owner shall have full and uncontested right to take possession of the premises along with the Tenant's fixtures, inventory or other property on the premises, holding same as additional security for the rental hereunder. But notwithstanding such re-entry by the Owner and the holding of said funds, Tenant's fixtures, inventory or other personal property, the liability of the Tenant for the rentals and other covenants for the balance of the term provided for herein shall not be relinquished or extinguished. It is further agreed that the Tenant will pay, in addition to the rentals and other sums agreed to be paid hereunder, all costs and expenses incurred by the Owner as well as such sums as the court may adjudge reasonable as attorneys' fees in any suit or action instituted by the Owner to enforce the provisions of this lease or the collection of the rentals or other payments due hereunder.

**OTHER DEFAULT.**

If the Tenant shall violate or default covenants, agreements, stipulations (including the Tenant's obligation to fixture, open, and operate the demised premises) or any other conditions other than the payment of rentals and sums payable hereunder and such violation or default shall continue for a period of thirty (30) days after written notice of such violation or default, then it shall be optional for the Owner to re-enter said premises, with or without process of law, and to declare this lease forfeited and the said term ended. Owner shall use such force as may be necessary to remove all persons or chattels therefrom; and the Owner shall not be liable for damages by reason of such re-entry or forfeiture; and any claims for trespass or otherwise arising out of such repossession are hereby expressly waived by Tenant. But notwithstanding such re-entry by the Owner, the liability of the Tenant for the rentals and other covenants for the balance of the term provided for herein shall not be relinquished or extinguished. It is further agreed that the Tenant will pay such additional sums the court may adjudge reasonable as attorneys' fees in any suit or action instituted by the Owner to enforce the provisions of this lease.

**35. LIEN ON PERSONAL PROPERTY.**

Tenant agrees not to remove its fixtures or other personal property from the demised premises during the term of this lease or at the expiration of the term hereof until all rentals and other sums due under this lease have been paid in full.

All goods, chattels, fixtures and other personal property belonging to the Tenant which are in the demised premises during said term, whether exempt or not from sale under execution and attachment under the laws of the state in which the premises are located, shall at all times be bound by and subject to a lien in favor of Owner and shall be chargeable for all rent and/or other payments due hereunder and the fulfillment of the other covenants and agreements herein contained.

**36. EXISTING IMPROVEMENTS AND FINISHES.**

In the event the demised premises contain previously installed or previously constructed improvements and interior finishes including, but not limited to, store front, finished ceilings, interior partitions, wall finishes, lighting, floor covering, electrical wiring, air handling or heating and air conditioning equipment including ducts and diffusers and controls, Tenant recognizes said improvements and finishes and assumes the obligation therefor in accordance with all of the provisions of this lease including, but not limited to, provisions regarding Maintenance and Care of Premises, Insurance, Destruction or Damage to Premises, and Taxes.

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37. **LEASE IN SHORT FORM.**

Tenant agrees not to record this lease; but each party hereto agrees, on the request of the other, to execute a so-called "short form" of lease in form recordable and reasonably satisfactory to Owner's attorneys. In no event shall such "short form" set forth the rental or other charges payable by Tenant under this lease, and any such "short form" shall expressly state that it is executed pursuant to the provisions contained in this lease and is not intended to vary the terms and conditions of this lease.

38. **ASSIGN.**

The Owner may assign its rights under this lease as security to the holder of one or more mortgages (which term shall include mortgage, trust deed, or other encumbrance) now or hereafter in force against all or any part of the land or improvements of the development and to all advances made or hereafter to be made upon the security thereof.

**SUBORDINATE.**

Upon request of the Owner, Tenant will subordinate its rights hereunder to the lien of one or more mortgages (which term shall include mortgage, trust deed, or other encumbrance) now or hereafter in force against all or any part of the land and improvements of the development and to all advances made or hereafter to be made upon the security thereof.

**ATTORNTMENT.**

In the event of any default of mortgage (which term shall include mortgage, trust deed, or other encumbrance) by Owner whereby Owner loses title to or possession of the premises covered by such mortgage, the Tenant agrees to attorn to the mortgagee, any of its successors or assigns (including anyone purchasing said premises at a foreclosure sale) and to recognize said mortgagee or purchaser as the Owner under this lease.

**OWNER LIABILITY.**

Notwithstanding anything to the contrary provided in this lease, it is specifically understood and agreed, such agreement being a primary consideration for execution of this lease, that there shall be absolutely no liability on the part of the Owner, Owner's managing agent, or individual stockholders or partners in the aforementioned entities, their successors or assigns, with respect to any of the terms, covenants and conditions of this lease except to the extent of equity in the property, and that Tenant shall look solely to the equity in the property for satisfaction of any and all remedies of Tenant in the event of any breach of any of the terms, covenants and conditions of this lease to be performed by Owner or Owner's managing agent, such exculpation of liability to be absolute and without any exception whatsoever.

39. **REMEDIES CUMULATIVE.**

The rights, options, elections, and remedies of the Owner contained in this lease shall be cumulative; and no one of them shall be construed as excluding any other or any right, priority, or remedy allowed or provided by law.

40. **SUCCESSORS.**

All rights and liabilities herein given to or imposed upon the respective parties hereto shall extend to and bind the respective heirs, executors, administrators, legal representatives, successors, and assigns of said parties. No rights, however, shall inure to the benefit of any assignee of the Tenant unless the assignment to such assignee has been approved by the Owner in writing as required in Section 17.

41. **TENANT'S PLANS FOR OWNER'S RECORDS.**

In order to enable the Owner to have permanent records of the demised premises as constructed, Tenant agrees that prior to the first opening of the demised premises if any construction is accomplished by Tenant and simultaneously with the completion of any major remodeling or any remodeling of plumbing lines of the demised premises it will submit to the Owner one set of its store front plans, interior plans, interior partitioning plans, heating and cooling plans, lighting and electrical plans, and plumbing plans.

42. **SIGNATURES OF BOTH PARTIES.**

This lease shall not be in effect or binding upon either party until it is signed by both parties.

43. **OTHER AGREEMENTS.**

The Tenant and the Owner hereby agree that this lease as written represents the entire agreement between the parties and there are no other agreements, written or verbal, between the parties hereto.

44. **RIGHT OF FIRST REFUSAL.**

Space No. 116 as shown on EXHIBIT A is located contiguous to and immediately north of the demised premises and is currently vacant. In the event Owner receives a bona fide third party offer to lease such space, Owner will provide Tenant with written notice to such effect and Tenant shall have ten (10) days to notify Owner in writing that it will lease such Space No. 116 for a lease term to expire at the same time as this existing lease and at a rental equal to the greater of (a) lease Section 4 Rent contained herein, or (b) the rent proposal received from the bona fide third party offer.

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45. **LIQUOR LICENSE**

Owner and Tenant agree that this lease is contingent upon Tenant being able to secure a liquor license for the premises. Immediately upon execution of this lease Tenant will apply for such liquor license and use its best efforts to secure such license. This lease may be terminated by Owner in the event such license has not been secured within ninety (90) days of lease execution.

46. **EXISTING LEASEHOLD IMPROVEMENTS**

Tenant acknowledges that Owner is delivering the demised premises to Tenant intact and in a high quality finished condition including walk-in humidor, fireplace, bar, display counters and shelving, cash and wrap counter and furniture. Tenant agrees to maintain all of the foregoing in a responsible manner. Upon expiration of this lease all of such items shall remain in the demised premises as the property of Owner.

47. **LEASE DEPOSIT**

As security to Owner for Tenant's performance in accordance with all of the terms and conditions of this lease through lease expiration Tenant has submitted with Owner the six (6) month lease Section 4 Rental amount of \$26,136.00. Such amount is in payment of the final six (6) months of lease term herein and shall be forfeited immediately in the event of any lease default by Tenant in accordance with any of the terms and conditions of this lease.

IN WITNESS WHEREOF, the Owner and the Tenant have executed this lease on the day and year first above written.

EAGLE RUN GROUP, L.L.C.,  
By its Manager Bear Properties, Inc.

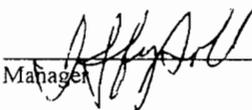
  
\_\_\_\_\_  
President

OWNER

Attest:

  
\_\_\_\_\_

J D FINE CIGARS, LLC  
(d/b/a Safari Cigars & Lounge)

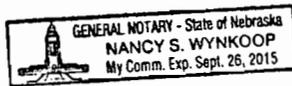
  
\_\_\_\_\_  
Manager

TENANT

STATE OF NEBRASKA )  
 )  
COUNTY OF DOUGLAS )

On this 30<sup>th</sup> day of November, 2012, before me, a notary public in and for said county and state, personally appeared TERRANCE A. HOGAN and Nickolas Hogan to me personally known, who being by me duly sworn did say that they are respectively the PRESIDENT and VICE PRESIDENT of said BEAR PROPERTIES, INC. and that the seal, if affixed to said instrument, is the seal of said corporation and that said instrument was executed in behalf of said corporation by authority of its Board of Directors; and said TERRANCE A. HOGAN and Nickolas Hogan acknowledged the execution of said instrument to be the voluntary act and deed of said corporation.

Witness my hand and notarial seal the day and year last above written.



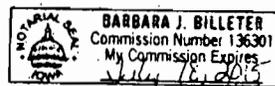
Nancy S. Wynkoop  
Notary Public

~~STATE OF NEBRASKA~~ )  
IOWA )  
POTTAWATTAMIE )  
COUNTY OF DOUGLAS )

On this 29 day of November, 2012, before me, a notary public in and for said county and state, personally appeared Jeff Doll and N/A to me personally known, who being by me duly sworn did say that they are respectively the Operating manager and N/A of said JD FINE GLASS, LLC and that the seal, if affixed to said instrument, is the seal of said corporation and that said instrument was executed in behalf of said corporation by authority of its Board of Directors; and said Jeff Doll and N/A acknowledged the execution of said instrument to be the voluntary act and deed of said corporation.

Witness my hand and notarial seal the day and year last above written.

Barbara J. Billeter  
Notary Public



WEST MAPLE ROAD

132 ND STREET



EAGLE RUN PLAZA

BIRCH DRIVE

EXHIBIT A

**MANAGER APPLICATION  
INSERT - FORM 3c**

Office Use

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.ne.gov](http://www.lcc.ne.gov)

- Corporate manager, including their spouse, are required to adhere to the following requirements
- 1) Must be a citizen of the United States
  - 2) Must be a Nebraska resident (Chapter 2 – 006) and must provide proof of voter registration in the State of Nebraska
  - 3) Must provide a copy of one of the following: state issued US birth certificate, naturalization paper or US passport
  - 4) Must submit fingerprints (unless a non-participating spouse) (2 cards per person) and fees of \$38 per person, made payable to Nebraska State Patrol
  - 5) Must be 21 years of age or older
  - 6) May be required to take a training course

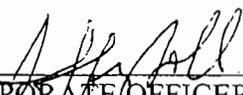
**Corporation/LLC information**

Name of Corporation/LLC: JD FINE CIGARS, LLC

**Premise information**

Premise License Number: \_\_\_\_\_  
(if new application leave blank)  
Premise Trade Name/DBA: SABAH CIGARS & LOUNGE  
Premise Street Address: 13110 BIRCH Dr, Suite 105  
City: OMAHA State: NE Zip Code: 68164  
Premise Phone Number: 402-960-1460

The individual whose name is listed as a corporate officer or managing member as reported on insert form 3a or 3b or listed with the Commission. Click on this link to see authorized individuals.  
[http://www.lcc.ne.gov/license\\_search/licsearch.cgi](http://www.lcc.ne.gov/license_search/licsearch.cgi)

  
CORPORATE OFFICER/MANAGING MEMBER SIGNATURE  
(Faxed signatures are acceptable)

Manager's information must be completed below PLEASE PRINT CLEARLY RECEIVED

Gender:  MALE  FEMALE

Last Name: Van Meeteren First Name: John MI: M

Home Address (include PO Box if applicable): 4810 North 83rd Street

City: Omaha County: Douglas Zip Code: 68134

Home Phone Number: (402) 960-1460 Business Phone Number:

Social Security Number: Drivers License Number & State: NE

Date Of Birth: Place Of Birth: LuVerne, Minnesota

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

YES  NO

Spouse's information

Spouses Last Name: First Name: MI:

Social Security Number: Drivers License Number & State:

Date Of Birth: Place Of Birth:

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

APPLICANT SPOUSE

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Omaha, Nebraska	2000	Present			

**MANAGER'S LAST TWO EMPLOYERS**

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2005	2012	Retalix	Barb Bruemmer	(402) 697-8757
2005	2005	Fernandos	Brian Diamond	

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. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name.

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
John Van Meeteren	10/2001	Omaha, NE	No Vaild Regist.	Fine

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.**

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. Have you enclosed the required fingerprint cards and **PROPER FEES** with this application?  
 (Check or money order made payable to the **Nebraska State Patrol for \$38.00 per person**)  
 YES       NO

5. List any alcohol related training and/or experience (when and where).

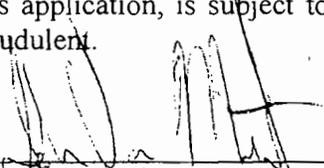
Bartending school, worked at several bars as a bouncer and bartender.

**PERSONAL OATH AND CONSENT OF INVESTIGATION**

The above individual(s), being first duly sworn upon oath, deposes and states that the undersigned is the applicant and/or spouse of applicant who makes the above and foregoing application that said application has been read and that the contents thereof and all statements contained therein are true. If any false statement is made in any part of this application, the applicant(s) shall be deemed guilty of perjury and subject to penalties provided by law. (Sec §53-131.01) Nebraska Liquor Control Act.

The undersigned applicant hereby consents to an investigation of his/her background including all records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant and spouse waive any rights or causes of action that said applicant or spouse may have against the Nebraska Liquor Control Commission and any other individual disclosing or releasing said information to the Nebraska Liquor Control Commission. If spouse has **NO** interest directly or indirectly, a spousal affidavit of non participation may be attached.

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.

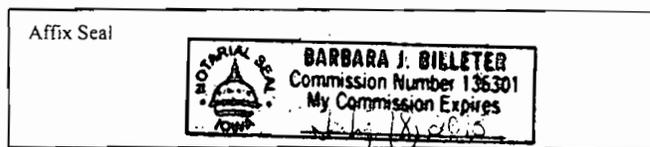
  
\_\_\_\_\_  
Signature of Manager Applicant

\_\_\_\_\_  
Signature of Spouse

**ACKNOWLEDGEMENT**

State of <sup>Nebraska</sup> Nebraska  
County of POTTER The foregoing instrument was acknowledged before me this  
23<sup>rd</sup> of November by John VanMeeteren  
date name of person acknowledged

  
\_\_\_\_\_  
Notary Public signature



In compliance with the ADA, this application is available in other formats for persons with disabilities. A ten day advance period is required in writing to produce the alternate format.

PUBLIC WORKS DEPARTMENT REPORT

DATE: JANUARY 30, 2013

DUE DATE: FEBRUARY 14, 2013

CITY COUNCIL HEARING FEBRUARY 26, 2013

APPLICANT: JD FINE CIGARS, LLC, DBA "SAFARI CIGARS & LOUNGE"

LOCATION: 13110 BIRCH DRIVE, SUITE 108

REQUESTED LICENSE OR ACTION: CLASS "C" LIQUOR LICENSE AND CIGAR BAR LICENSE

DESIGNATION OF ADJACENT STREET (LOCAL, COLLECTOR, MINOR OR MAJOR ARTERIAL EXPRESSWAY): Local Arterial

STREET WIDTH AND PROFILE: 33'; 3-lanes; Undivided Roadway

SPEED LIMIT: 25 mph

AVERAGE DAILY TRAFFIC AND PEDESTRIAN FLOW: 52,000 Vehs/Day  
74 Peds/Day

ACCIDENT REPORT AT ADJACENT INTERSECTION: 132nd + west maple Road;  
(01/01/11-12/31/11) 10 accidents. 132nd + Bakers Plaza - 6 accidents.  
132nd + Birch Drive - 0 accidents. West maple Road + 129th  
Streets - 5 accidents. West maple Road + Birch Drive -  
1 accident.

POTENTIAL TRAFFIC AND PARKING PROBLEMS: None



(Authorized Signature)

2-12-13

(Date)

PLANNING DEPARTMENT REPORT

RECEIVED

DATE: JANUARY 29, 2013

DUE DATE: FEBRUARY 14, 2013

13 FEB 14 AM 9:25

CITY COUNCIL HEARING FEBRUARY 26, 2013

LOCATION: 13110 BIRCH DRIVE, SUITE 108

CITY CLERK  
OMAHA, NEBRASKA

LEGAL DESCRIPTION ALL LOTS 1, 2 & 3, BLOCK 0, EAGLE RUN COMMERCIAL SUBDIVISION, IRREGULAR

APPLICANT: JD FINE CIGARS, LLC, DBA "SAFARI CIGARS & LOUNGE"

REQUESTED LICENSE OR ACTION CLASS "C" LIQUOR LICENSE AND CIGAR BAR LICENSE

NEW LOCATION (X) NEW OWNERSHIP ( ) TYPE OF FACILITY: CIGAR SALE & BAR

THIS REQUEST DOES ( ) DOES NOT (X) PERTAIN TO AN OUTSIDE AREA

IF SIDEWALK CAFE: R-O-W-LEASE N/A PERMITS OBTAINED N/A

IF OUTSIDE: OUTSIDE AREA IS N/A FEET FROM THE NEAREST RESIDENCE

THIS PROPERTY IS (X) IS NOT ( ) WITHIN OMAHA'S CORPORATE LIMITS

(If not, do not proceed - Notify the City Clerk's Office and return this form)

ANNEXATION DATE: \_\_\_\_\_ ORDINANCE NO. \_\_\_\_\_ (Only if within last 24 months)

EXISTING ZONING: CC EXITING LAND USE: Cigar Sales Bar

ADJACENT LAND USE AND ZONING: NORTH COMMUNITY COMMERCIAL DISTRICT CC

SOUTH: DEVELOPMENT RESERVE DISTRICT DR

EAST: COMMUNITY COMMERCIAL DISTRICT CC

WEST: MITCO COMMERCIAL DISTRICT LC

PARKING STALLS PROVIDED: SHARED WITH STRIP CENTER

EXISTING USE DOES ( ) DOES NOT ( ) COMPLY WITH ZONING REGULATIONS

PLUMBING FIXTURES PROVIDED: WOMEN'S TWO STOOLS  
MEN'S ONE STOOL - TWO URINAL

DATE SUBJECT PROPERTY WAS POSTED: 2-12-13 DC

(Rule #7) DISTANCE OF PROPOSED LICENSE TO ANY SCHOOL, CHURCH, OR CITY PARK: OK

DISTANCE OF PROPOSED LICENSE TO ANY EXISTING LICENSE: 1 HR walk to Zurlas

(State Law) DISTANCE OF PROPOSED LICENSE TO ANY CHURCH OK  
SCHOOL OK HOSPITAL OK HOME FOR THE AGED, INDIGENT  
OR VETERANS OK COLLEGE OR UNIVERSITY OK

Michael Wilkowitz  
(Authorized Signature)

2-13-13  
(Date)