

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA RECOMMENDING TO THE NEBRASKA LIQUOR CONTROL COMMISSION, APPROVAL OF A CLASS C LIQUOR LICENSE FOR CHARRED SOUTHPORT, LLC DBA CHARRED BURGER & BAR IN LA VISTA, NEBRASKA.

WHEREAS, Charred Southport, LLC dba Charred Burger & Bar, 12434 Southport Parkway, La Vista, Sarpy County, Nebraska, has applied to the Nebraska Liquor Control Commission for a Class C Liquor License; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, hereby recommend to the Nebraska Liquor Control Commission approval of a Class C Liquor License submitted by Charred Southport, LLC dba Charred Burger & Bar, 12434 Southport Parkway, La Vista, Sarpy County, Nebraska.

PASSED AND APPROVED THIS 19TH DAY OF MARCH 2024.

CITY OF LA VISTA

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

ATTEST:

\_\_\_\_\_  
Pamela A. Buethe, MMC  
City Clerk



## LA VISTA POLICE DEPARTMENT INTER-DEPARTMENT MEMO

---

**TO:** Pam Buethe, City Clerk

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

**DATE:** March 11, 2024

**RE:** Local Background Check– Charred Burger + Bar

---

The La Vista Police Department has reviewed the Nebraska Liquor Control Commission Documents completed by the applicant and conducted a check of local records relating to the Manager Application for the Charred Burger + Bar located at 12434 Southport Parkway for Jason Kuhr. No criminal record was located.

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

# APPLICATION FOR LIQUOR LICENSE CHECKLIST RETAIL

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

License  
Class: C

License Number:

**126266**

**RECEIVED**

JAN 31 2024

**NEBRASKA LIQUOR  
CONTROL COMMISSION**

Office Use Only

NEW ☒ REPLACING ☐

TOP Yes ☐ No ☒

Hot List Yes ☐ No ☒

Initial: HA

## PLEASE READ CAREFULLY

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

APPLICANT NAME Charred Southport LLC

TRADE (DBA) NAME Charred Burger + Bar

PREVIOUS TRADE (DBA) NAME \_\_\_\_\_

CONTACT NAME AND PHONE NUMBER Jason Kuhr - 402-730-0858

CONTACT EMAIL ADDRESS jason@ambrosiarestaurantgroup.com

Office use only

PAYMENT TYPE CK

1004

AMOUNT \$400.-

RCPT

170532

RECEIVED: 2-1-24

DATE DEPOSITED 2-1-24

Huy



2400001728

# DIRECTIONS

Each item must be included with your application

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



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

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

**CLASS C LICENSE TERM IS FROM NOVEMBER 1 – OCTOBER 31**

**ALL OTHER CLASSES TERM IS MAY 1 – APRIL 30**

☐ A BEER, ON SALE ONLY

☐ B BEER, OFF SALE ONLY\*\*

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

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

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

☐ F BOTTLE CLUB,

☐ I BEER, WINE, DISTILLED SPIRITS, ON SALE ONLY

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

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

☐ AB BEER, ON AND OFF SALE

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

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

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

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

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

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

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

☐ Individual License (requires insert FORM 104)

☐ Partnership License (requires insert FORM 105)

☐ Corporate License (requires FORM 101 & FORM 103)

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

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

Name N/A Phone Number \_\_\_\_\_

Firm Name \_\_\_\_\_

Email address \_\_\_\_\_

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

**PREMISES INFORMATION**

Trade Name (doing business as) Charred Burger + Bar  
Street Address 12434 Southport Parkway PKWY  
City La Vista County Douglas - 01 Zip Code 68128-2393  
Premises Telephone number do not have yet  
Business e-mail address southport@charredburgers.com  
Is this location inside the city/village corporate limits YES X NO       

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

Check if same as premises

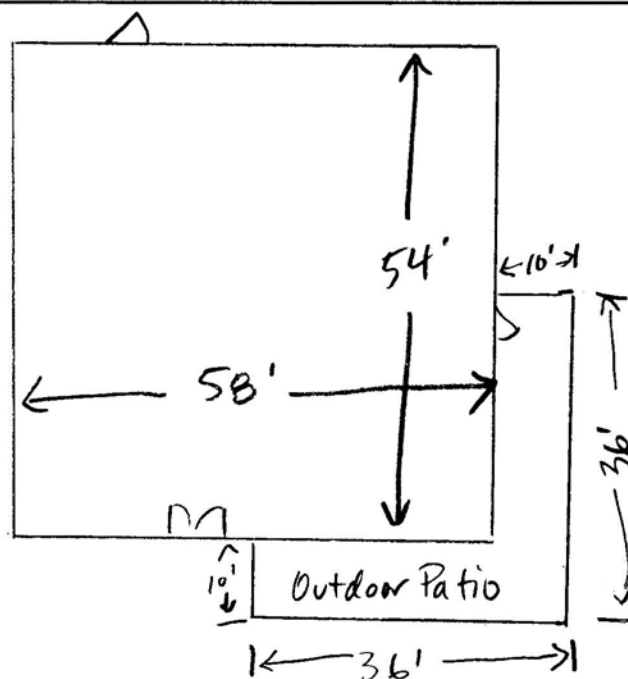
Name Charred Southport LLC  
Street Address 2800 S 110th Court Ct.  
City Omaha State NE Zip Code 68144-4818

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

IN THE SPACE PROVIDED BELOW DRAW OR ATTACH A DIAGRAM OF THE AREA TO BE LICENSED  
DO NOT SEND BLUEPRINTS, ARCHITECT OR CONSTRUCTION DRAWINGS  
PROVIDE LENGTH X WIDTH IN FEET (NOT SQUARE FOOTAGE)  
INDICATE THE DIRECTION OF NORTH

Building length 54 x width 58 in feetIs there a basement? Yes        No X If yes, length 36 x width        in feetIs there an outdoor area? Yes X No        If yes, length 36 x width 10 in feet+

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

Number of floors of the building 1**PROVIDE DIAGRAM OF AREA TO BE LICENSED BELOW OR ATTACH SEPARATE SHEET**

One story Building  
approx 54 x 58 with L-Shaped  
Outdoor area approx 10 x 36

## APPLICANT INFORMATION

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

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

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

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

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

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

☐ YES ☒ NO

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

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

☐ YES ☒ NO

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

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

☐ YES ☒ NO

If yes

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

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

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

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

#1

Applicant	Date of Conviction	Where Convicted	Description of Charge
Jason Kuhr	2010?	Otoe County, Nebraska	Open Container
Jason Kuhr	2006	Lincoln, NE	Over Capacity
Jason Kuhr	2005	Lincoln, NE	Over Capacity
Jason Kuhr	1998	Lancaster County, NE	Speeding
Jason Kuhr	1997	Lincoln, NE	Speeding

Name of Applicant	Date of Conviction	Where Convicted	Decription of Charge	Disposition
Tyler Mohr	2003	Kansas	Speeding Ticket	Guilty
Tyler Mohr	Jul-12	Lancaster County, NE	DUI	Guilty

#1

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) \_\_\_\_\_

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

\_\_\_\_\_ YES ☒ NO

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

---

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

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

\_\_\_\_\_ YES ☒ NO

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

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

\_\_\_\_\_ YES ☒ NO

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

---

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

\_\_\_\_\_ YES ☒ NO

---

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

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

**First Interstate Bank - Jason Kuhr, Tyler Mohr**

---

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.

**See attached**

---

#11

## Current Licenses

Legal Name	License #	Location
Charred SP LLC	124096	Lincoln, NE
O&HSP LLC	123933	Lincoln, NE
Travis Thoms LLC	119830	Papillion, NE
KATT Enterprises LLC	121318	Omaha, NE
JTK LLC	84673	Lincoln, NE
O&H OPP LLC	125458	Omaha, NE

## Past Licenses

Legal Name	License #	Location	Reason terminated
Kuhr Mohr LLC	?	Lincoln, NE	Sold Business in 2011
Kuhr Mohr Restaurants LLC	?	Omaha, NE	Sold Business in 2017

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

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

NLCC certified training program completed

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Jason Kuhr	01/2024	Sure Sell

Experience

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

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

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

☒ Lease expiration date 12/31/2033  
☐ Deed  
☐ Purchase Agreement

14. When do you intend to open for business? April 2024

15. What will be the main nature of business? Full service restaurant

16. What are the anticipated hours of operation? 11:00 am - 9:00 pm Sunday-Thursday, 11:00 am - 10:00 pm Friday-Saturday

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

RESIDENCES FOR THE PAST 10 YEARS					
APPLICANT CITY & STATE	YEAR FROM TO		SPOUSE CITY & STATE	YEAR FROM TO	
Jason Kuhr - Omaha, NE	2013	Present	Abbigail Kuhr - Omaha, NE	2013	Present
Tyler Mohr - Lincoln, NE	1985	Present	N/A		

If necessary, attach a separate sheet



#13

## Experience

Name	Title	Restaurant Name	Location	Date Opened
Jason Kuhr	Owner	Ollie & Hobbes	Lincoln, NE	2020
Jason Kuhr	Owner	Ollie & Hobbes	Papillion, NE	2016
Jason Kuhr	Owner	Ollie & Hobbes	Omaha, NE	2023
Jason Kuhr	Owner	Charred Burger + Bar	Lincoln, NE	2021
Jason Kuhr	Owner	Charred Burger + Bar	Omaha, NE	2017
Jason Kuhr	Owner	JTK Cuisine & Cocktails	Lincoln, NE	2006

**PERSONAL OATH AND CONSENT OF INVESTIGATION**

**SIGNATURE PAGE – PLEASE READ CAREFULLY**

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

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

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

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

  
\_\_\_\_\_  
Signature of **APPLICANT**  
**Jason Kuhr**  
\_\_\_\_\_  
Printed Name of **APPLICANT**

  
\_\_\_\_\_  
Signature of **SPOUSE**  
**Abbigail Kuhr**  
\_\_\_\_\_  
Printed Name of **SPOUSE**

  
\_\_\_\_\_  
Signature of **APPLICANT**  
**Tylor Mohr**  
\_\_\_\_\_  
Printed Name of **APPLICANT**

\_\_\_\_\_  
Signature of **SPOUSE**  
\_\_\_\_\_  
Printed Name of **SPOUSE**

## Nebraska Secretary of State

**CHARRED SOUTHPORT LLC**

Mon Feb 5 10:04:23 2024

**SOS Account Number**

2308305678

**Status**

Active

**Principal Office Address**

No address on file

**Registered Agent and Office Address**

JASON KUHR

2800 S 110TH CT

OMAHA, NE 68144

**Designated Office Address**

2800 S 110TH CT

OMAHA, NE 68144

**Nature of Business**

Not Available

**Entity Type**

Domestic LLC

Qualifying State: NE

**Date Filed**

Aug 14 2023

**Next Report Due Date**

Jan 01 2025

**Filed Documents**

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

Document	Date Filed	Price	
Certificate of Organization	Aug 14 2023	\$0.45 = 1 page(s) @ \$0.45 per page	<a href="#">Purchase Now</a>
Proof of Publication	Nov 07 2023	\$0.90 = 2 page(s) @ \$0.45 per page	<a href="#">Purchase Now</a>

**Good Standing Documents**

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

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

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

[Purchase Now](#)

**Certificate of Good Standing - USPS Mail Delivery**

**\$10.00**

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

[Continue to Order](#)

[↑ Back to Top](#)

# LIMITED LIABILITY COMPANY (LLC)

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

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

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

RECEIVED

JAN 31 2024

NEBRASKA LIQUOR  
CONTROL COMMISSION

## INSTRUCTIONS

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

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

**Charred Southport LLC**

Name of Registered Agent: **Jason Kuhr**

LLC Address: **2800 S 110th Court**

City: **Omaha** State: **NE** Zip Code: **68144-4018**

LLC Phone Number: **402-730-0858** LLC Fax Number: **n/a**

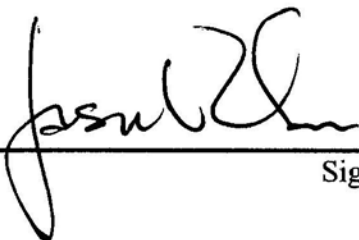
## Name of Managing/Contact Member

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

Last Name: **Kuhr** First Name: **Jason** MI: **T**

Home Address: **2132 S 181st Circle** City: **Omaha**

State: **NE** Zip Code: **68130-2780** Home Phone Number: **402-730-0858**



Signature of Managing/Contact Member

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

Last Name: Kuhr First Name: Jason MI: T

Spouse Full Name (indicate N/A if single): Abbigail Kuhr \*spousal

Percentage of member ownership 31

Last Name: Mohr First Name: Tyler MI: T

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

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

Percentage of member ownership 31

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 \_\_\_\_\_

---

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

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

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

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

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

---

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

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

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

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

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

---

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

☐ YES ☒ NO

If yes, Form 185 is required

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

Starting Date: January 1 Ending Date: December 31

Is this a Non Profit Corporation?

☐ YES ☒ NO

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



# Operating Agreement

## Charred Southport LLC

### A Manager Managed LLC

#### Article I

##### Company Formation

- 1.1 Formation.** The Members have formed a Limited Liability Company by filing a Certificate of Organization with the Nebraska Secretary of State under the Nebraska Uniform Limited Liability Company Act (the "Nebraska Act").
- 1.2 Name.** The name of the company shall be: Charred Southport, LLC (the "Company").
- 1.3 Business purpose.** Fast Casual Restaurant.
- 1.4 Registered agent.** The name and address for the registered agent of the Company shall be:  
Jason Kuhr  
2132 S 181<sup>st</sup> Circle  
Omaha, NE 68130
- 1.5 Term.** The Company shall continue for a perpetual period unless any one of the following events occurs:
- a) Members whose combined capital interests as described in Article 2.2 exceed 70% vote for dissolution; or
  - b) Any event which makes it unlawful for the business of the Company to be carried on by the Members; or
  - c) The death, resignation, expulsion, bankruptcy, retirement or the occurrence of any other event the terminates the continued membership of a Member; or
  - d) Any other event causing the dissolution of the Company under the laws of the State of Nebraska.
- 1.6 Continuance of the Company.** Notwithstanding the provisions of Article 1.5, following an occurrence described in Article 1.5(c), if there is at least one remaining Member, the remaining Member(s) shall have the right to continue business of the Company. Such right can only be exercised by the vote of the remaining Member(s) holding at least seventy percent (70%) of the remaining capital interests in the Company.
- 1.7 Principal place of business.** The location of the principal place of business will be 12434 Southport Parkway La Vista, NE 68128, or such other address as the Members owning more than seventy percent (70%) of the capital interests designate.
- 1.8 The Members.** The name and address of each member (the "Member") is contained in Exhibit 2 attached to this agreement.
- 1.9 Voting.** Each Member will have one vote for each 1% of capital interest described in Exhibit 2, as revised from time to time.
- 1.10 Admission of additional members.** Except as expressly provided in this Agreement, no additional Members may be admitted to the Company through issuance by the Company of new capital interests in the Company, without prior unanimous written consent of the Members.

to receive specific property in satisfaction of a withdrawal or reduction of his or her capital account.

- 3.4 Mid-year transfers.** If a capital interest is transferred during a particular fiscal year of the Company in a transaction permitted by this Agreement, the net profits or net losses or distributions for such year shall be allocated between the transferor and the transferee as follows. If all or part of a capital interest of a Member is disposed of, such Member shall be entitled to a fraction of the profits and be charged with a fraction of the losses in respect to such interest for the fiscal year of the Company in which such disposition occurs. The numerator of such fraction shall be the number of days of such year the Member was a Member in respect of such interest, and the denominator of such fraction shall be the number of days of each year. Any predecessor or successor of such Member in respect of such interest shall share in profits and be charged with such losses on the same basis. A transfer will be considered to be completed for purposes of this section on the date the transaction in which the transfer occurs is closed. The determination of net profits and net losses will be made as of the end of the calendar quarter in which the transfer transaction is closed.
- 3.5 Income Tax Distributions.** Upon the affirmative vote of the owners of at least sixty-five percent (65%) of the capital interests, the Company will make pro rata distributions of money, based on capital interests, to assist the Members and economic interest owners in paying the federal and state income taxes on the income (net of any tax benefits produced for the Members and economic interest owners by the Company's losses, deductions, and credits) that passes through from the Company under the applicable provisions of the IRC. The total amount required to be distributed shall be determined based on the highest marginal federal and applicable state tax rates (without regard to exemptions or phase outs of lower tax rates, and presuming that the state income tax is deductible for federal income tax purposes). Without regard to any contrary provision in this section, if any Member (the "Requesting Member") informs the other Members that the Requesting Member cannot pay his, her or its income taxes without receiving an income tax distribution, the distribution described in this section will be made to all Members, but only if and to the extent that such distribution can be made without violating any provisions of the Nebraska Act that limit the amount of distributions the Company may make.
- 3.6 Personal Guaranties.** If one or more Members are required to sign a personal guaranty to permit or facilitate the Company to purchase or lease goods, services, real or personal property, or other indebtedness of any kind, and such Member (an "Excess Guarantor") is required to pay any amount under such guaranties that exceeds the Excess Guarantor's percentage of the capital interests of the Company, the Excess Guarantor shall have the right to obtain contribution or reimbursement from the other Members for the amount the Excess Guarantor pays under such guaranties that exceeds the Excess Guarantor's percentage of capital interests. Each Member will make contribution or reimbursement payments to the Excess Guarantor based on a fraction, the numerator of which is the Member's percentage of capital interests in the Company and the denominator of which is the sum of the percentages of the capital interests of all Members other than the Excess Guarantor.

possession regarding the Company or its activities. The exercise of the rights contained in Article 4.6 shall be at the expense of the requesting Member. The requesting Member agrees to maintaining the confidentiality of all information supplied by the Managers or obtained by the requesting Member from the inspection of books, records and materials described in this section, both during and after the time the Member is a member of the Company. The requesting Member will not disclose any of such confidential information to any third party. If a court or administrative agency seeks disclosure of any of this confidential information, the requesting Member will so notify the Managers and the Company will have the opportunity to seek such limitations or conditions on the disclosure of the confidential information as are agreed to by the court or administrative agency.

- 4.7 Indemnification.** The Company shall indemnify any person who was or is a party defendant or is threatened to be made a party defendant, in a pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative by reason that the fact that he or she is or was a Member of the Company, Manager, employee or agent of the Company, for expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if the Members determine by the vote of the Members owning at least sixty-five percent (65%) of the outstanding capital interests that the person to be indemnified acted in the best interest of the Company, and with respect to any criminal actions proceeding, has no reasonable cause to believe his/her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order or plea or its equivalent, shall not in itself create a presumption that the person did or did not act in good faith of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was lawful.

Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Company in advance of the final disposition of such action, suit or proceeding as authorized in the manner provided herein upon receipt of an undertaking by or on behalf of a Manager, Member, employee, or agent to repay such amount unless it shall ultimately be determined that he or she is entitled to be indemnified by the Company as authorized in this section. The Company shall have the power to purchase and maintain insurance to cover all or part of the indemnity obligations described in this section.

- 4.8 Records.** The Managers shall cause the Company to keep at its principal place of business the following:

- a) A current list of the full name and address of each Member.
- b) An up-to-date minute book of the Company, which will include a copy of the Certificate of Organization and the Company's Operating Agreement, all exhibits and all amendments.
- c) Copies of the Company's federal, state and local tax returns and reports, if any, for the three most recent years.
- d) Copies of monthly and financial statements of the Company for the three most recent years.

## Article VII

### **Transfers**

- 7.1 Voluntary Transfer.** The term "Transfer" as used in this Agreement, will include a sale, gift, devise or other transfer of ownership of any kind. Unless the context requires otherwise, the provisions in this Article VII related to Transfers will apply to both capital interests and economic interests in the Company. In the absence of the unanimous written consent of the owners of all capital interests, in the event the owner of a capital interest or economic interest ("Transferor") desires to Transfer all or part of the owner's interest in the Company, the Transferor shall communicate such intention in writing to all Members stating in detail the name of the person to whom the Transfer is proposed, the purchase price proposed for the Transfer, the terms of payment, and shall attach to that notice the written offer of the prospective transferee to acquire the interest. Within thirty (30) days after the date of such notice, the Company may purchase, at its option, all or any part of the Transferor's interest on the terms and conditions set forth in the written offer; and if the Company elects not to purchase all of such interest, then the Members at that time may purchase, at their option, all, but not less than all, of such interests that the Company elects not to purchase on the same terms and conditions within ninety (90) days of such notice from the Transferor. If the Members, or any of them, accept the offer, the interests to be purchased shall be allocated equally among those Members who elect to purchase, unless the Members agree to a different allocation of the interests to be purchased by each Member. If, after the lapse of ninety (90) days from the date of the notice, neither the Company, nor any of the other Members have communicated their desire to acquire in the aggregate all of the interest proposed to be transferred, then the Transferor may consummate the proposed Transfer provided, however, if such Transfer is not consummated on the terms and conditions set forth in the written offer within ninety (90) days after the lapse of the Company's option to purchase, no such Transfer shall be permitted without again offering the interest to the Company and/or the other Members in the foregoing manner.
- 7.2 Transfer upon Death.** Except as otherwise provided in this Article 7.2, In the event of a Transfer to the personal representatives, devisees or trust beneficiaries of a Member by reason of his or her death, the transferee shall offer such interests to the Company within ninety (90) days of the death of the Member, at the total value of such interests based upon the fair market value of the Company, determined as provided in Article 7.6 of this Agreement. The Company shall have thirty (30) days after receiving written notice of the offer within which to accept the offer. If the Company elects not to purchase all of such interest, it shall inform the remaining Members and the remaining Members at that time may purchase, at their option, all of such capital interests on the same terms and conditions within sixty (60) days after receipt by the Company of the offer to sell. If the other Members, or any of them, accept the offer, the interests to be purchased shall be allocated equally among those Members who elect to purchase, unless the Members agree to a different allocation of the interests to be purchased by each Member. Without regard to any contrary provision in this section, if Jason Kuhr's interests transfer to his surviving spouse upon his death, Tyler Mohr's interests transfer to Ashley Fargo upon his death, each transferee identified in this sentence will be referred to herein as a "Permitted Transferee." A Permitted Transferee will not be required to offer for sale, as provided in this section, the interests in the Company received by the Permitted Transferee. Instead the Permitted Transferee may offer such interests to the Company within ninety (90) days of the death of the Member, at the total value

(b) Once the fair market value of the Company is determined pursuant to the prior paragraph, the Company shall multiply the fair market value of the Company as so determined by a fraction the numerator of which is the percentage of capital interests of the Company owned by the selling Member as of the determination date and the denominator of which is one hundred percent (100%) including for this purpose all outstanding capital interests and economic interests in the Company. The product so determined, without any further reduction or discount of any kind, including without limitation, discount for lack of control or lack of marketability, will be the fair market value of the capital interest being sold.

(c) Without regard to any contrary provision in this Article 7.6, the Members may adjust the fair market value of the Company on a date other than at the annual meeting if a significant event affecting the Company occurs and the Members holding sixty-five percent (65%) or more of the outstanding capital interests in the Company determine that the fair market value of the Company should be adjusted and agree upon an adjusted fair market value. In doing so the Members will follow the procedure described in this section, but will determine the book value of the Company as of the end of the most recent month for which the Company has financial statements. Any adjustment to the fair market value made under this paragraph will remain in effect until the next annual meeting of the Company.

**7.7 Rights of Members in the Event of a Sale.** Anything in this Agreement to the contrary notwithstanding, but subject nevertheless to the first right of refusal set forth in this Agreement, the Members agree that in the event one or more Members intend to directly or indirectly sell capital interests that represent fifty percent (50%) or more of the voting rights in the Company (such Members being referred to herein as the "Selling Group of Members") to any person, firm or entity, all of the Members will be permitted to participate in such sale on the same terms and conditions which the Selling Group of Members intends in good faith to accept from an intended purchaser. If any Selling Group of Members receives an offer which they intend to accept, the Selling Group of Members shall give the remaining Members a written notice of their interest to sell that includes a true, correct and complete copy of the offer and the name and address of the person who the Selling Group of Members have designated as their representative. In such event, the remaining Members shall have thirty (30) days following the date on which they receive the Selling Group of Members' notice in which to elect either to (i) purchase the capital interests then owned by the Selling Group of Members who have joined in the proposal to sell control at the price and on the terms set forth in the offer; (ii) do nothing; or (iii) participate in the sale on the same terms and conditions as are set forth in the offer. This election shall be made, if at all, within such thirty (30) day period by delivery of a written notice of such election to the person designated as the Selling Group of Members' representative. If any member who is not a member of the Selling Group of Members elects to participate in the sale, the sale shall proceed on the condition that the intended purchaser buy all of the capital interests of each such electing Member on the same terms and conditions as are set forth in the offer, provided only that any consideration that is proposed to be paid to any of the Selling Group Members in the form of non-compete, confidentiality, employment, or consulting agreements or other similar arrangements shall be divided pro-rata among all of the selling Members based on the ratio which the capital interests that each such Member is selling bears to the aggregate number of capital interests to be transferred in connection with the proposed sale.

**IN WITNESS WHEREOF**, this Operating Agreement is executed on this \_\_\_\_ day of August 2023.

\_\_\_\_\_  
Jason Kuhr, Member

\_\_\_\_\_  
Tyler Mohr, Member

\_\_\_\_\_  
Lawrence Adams, Member

\_\_\_\_\_  
Chad Adams, Member

\_\_\_\_\_  
Dan Adams, Member

\_\_\_\_\_  
Dave Adams, Member

## Exhibit 1

### **Charred Southport LLC Agreement for Managers**

#### Listing of Managers

By the affirmative vote of the owners of at least 65% of the capital interests of the company, the following Managers were elected to operate the Company pursuant to Article IV of the Operating Agreement:

**Chief Executive Manager:**


Jason Kuhr  
2132 S 181<sup>st</sup> Circle  
Omaha, NE 68130

**Manager:**

Tyler Mohr  
3600 Prescott Ave  
Lincoln, NE 68506

The above listed Managers will serve in their capacities until they are removed for any reason by a vote of the Members as described Article IV or upon their voluntary resignation.

Signed and agreed upon on August \_\_, 2023.

  
\_\_\_\_\_  
Jason Kuhr  
\_\_\_\_\_  
Tyler Mohr  
\_\_\_\_\_  
Lawrence Adams  
\_\_\_\_\_  
Chad Adams  
\_\_\_\_\_  
Dan Adams  
\_\_\_\_\_  
Dave Adams



## Exhibit 2

### Charred Southport LLC


#### Listing of Members

As of August \_\_\_\_\_, 2023 the following is a list of Members of the Company:

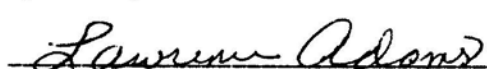
Jason Kuhr	Percent Owned: 31.11%
Tyler Mohr	Percent Owned: 31.11%
Lawrence Adams	Percent Owned: 15.11%
Chad Adams	Percent Owned: 7.55%
Dave Adams	Percent Owned: 7.55%
Dan Adams	Percent Owned: 7.55%

Authorized by Members to provide Member Listing as of August \_\_\_\_\_, 2023.

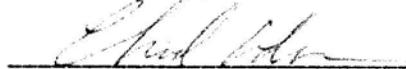
Jason Kuhr, Member




Tyler Mohr, Member



Lawrence Adams, Member



Chad Adams, Member



Dan Adams, Member



Dave Adams, Member



### Exhibit 3

#### **Charred Southport LLC**

#### Capital Contributions


Pursuant to Article II, the Members' initial contributions to the Company capital is stated to be \$10,000. The description and each individual portion of this initial contribution is as follows with all contributions being made as cash.

Jason Kuhr	\$3,111.12
Tyler Mohr	\$3,111.12
Lawrence Adams	\$1,511.11
Chad Adams	\$755.55
Dan Adams	\$755.55
Dave Adams	\$755.55
 Total Capital	 \$10,000.00

Signed and agreed upon on August \_\_\_\_, 2023.

  
\_\_\_\_\_

Jason Kuhr

  
\_\_\_\_\_

Tyler Mohr

  
\_\_\_\_\_

Lawrence Adams

  
\_\_\_\_\_

Chad Adams

  
\_\_\_\_\_

Dan Adams

  
\_\_\_\_\_

Dave Adams

## Exhibit 4

### **Charred Southport LLC**

#### Manager(s) Duties and Responsibilities


**Chief Executive Manager:** Responsible for the day to day operations of the business in its entirety such as, but not limited to, the following:

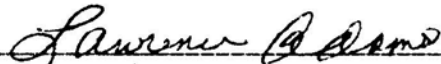
1. Staffing - hiring, firing, training, etc...
2. Inventory - front and back of house, waste management, etc...
3. Finances – Daily sales, banking, payments to vendors, applicable taxes, etc...
4. Maintenance – maintain premises in good condition
5. Licensing/permits – maintaining proper licensing and permits for operations
6. Operating the business in the best interests of the Members
7. Marketing

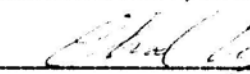
**Manager:** Assist the Chief Executive Manager in completing and fulfilling the day to day operations of the business in its entirety.

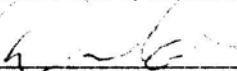
Signed and agreed upon on August \_\_\_\_, 2023.

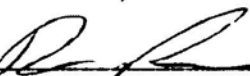
  
Jason Kuhr, Member

  
Tyler Mohr, Member

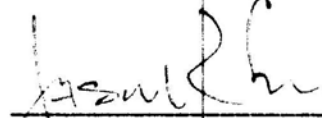
  
Lawrence Adams, Member

  
Chad Adams, Member

  
Dan Adams, Member

  
Dave Adams, Member

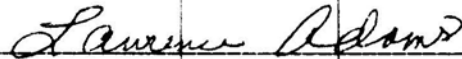
IN WITNESS WHEREOF, this Operating Agreement is executed on this \_\_\_\_ day of August 2023.



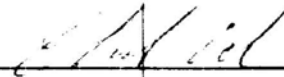
Jason Kuhr, Member



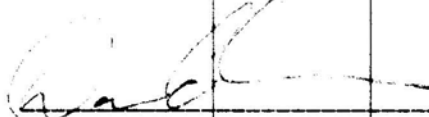
Tyler Mohr, Member



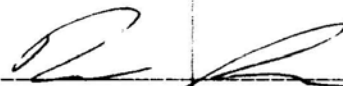
Lawrence Adams, Member



Chad Adams, Member



Dan Adams, Member



Dave Adams, Member

# MANAGER APPLICATION FORM 103

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

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

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

RECEIVED

JAN 31 2024

NEBRASKA LIQUOR  
CONTROL COMMISSION

## MANAGER MUST:

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

Spouse who **will not** participate in the business

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

## CORPORATION/LLC INFORMATION

Name of Corporation/LLC: **Charred Southport LLC**

## PREMISES INFORMATION

Premises Trade Name/DBA: **Charred Burger + Bar**

Premises Street Address: **12434 Southport Parkway**

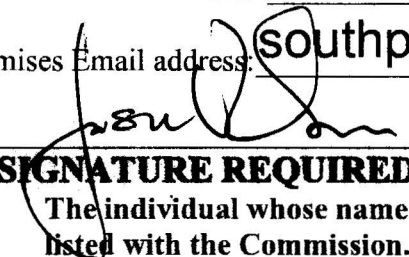
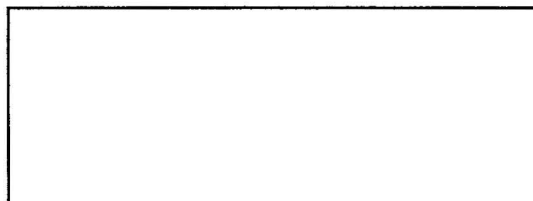
City: **La Vista** County: **Douglas** Zip Code: **68128**

Premises Phone Number: **Do not have yet**

Premises Email address: **southport@charredburgers.com**

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

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

**MANAGER INFORMATION**Last Name: Kuhr First Name: Jason MI: THome Address: 2132 S 181st CircleCity: Omaha County: NE Zip Code: 68130-2780Home Phone Number: 402-730-0858Email address: jason@ambrosiarestaurantgroup.com

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

☒ YES☐ NO**Spouse's information**Spouses Last Name: Kuhr First Name: Abbigail MI: L**APPLICANT & SPOUSE MUST LIST RESIDENCE(S) FOR THE PAST TEN (10) YEARS****APPLICANT****SPOUSE**

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Omaha, NE	2013	Present	Omaha, NE	2013	Present

**MANAGER'S LAST TWO EMPLOYERS**

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2002	Present	Self Employed		

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

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

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

☒ YES ☐ NO

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

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

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

☒ YES ☐ NO

**IF YES,** list the name of the premise(s): See Attached

**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

#1

Applicant	Date of Conviction	Where Convicted	Description of Charge
Jason Kuhr	2010?	Otoe County, Nebraska	Open Container
Jason Kuhr	2006	Lincoln, NE	Over Capacity
Jason Kuhr	2005	Lincoln, NE	Over Capacity
Jason Kuhr	1998	Lancaster County, NE	Speeding
Jason Kuhr	1997	Lincoln, NE	Speeding

#2

## Current Licenses

Legal Name	License #	Location
Charred SP LLC	124096	Lincoln, NE
O&HSP LLC	123933	Lincoln, NE
Travis Thoms LLC	119830	Papillion, NE
KATT Enterprises LLC	121318	Omaha, NE
JTK LLC	84673	Lincoln, NE
O&H OPP LLC	125458	Omaha, NE

## Past Licenses

Legal Name	License #	Location	Reason terminated
Kuhr Mohr LLC	?	Lincoln, NE	Sold Business in 2011
Kuhr Mohr Restaurants LLC	?	Omaha, NE	Sold Business in 2017



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

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Jason Kuhr	01/2024	SureSell Nebraska

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

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
Jason Kuhr/Owner	04/2021	Charred Burger + Bar, Lincoln, NE
Jason Kuhr/Owner	11/2020	Ollie & Hobbes, Lincoln, NE
Jason Kuhr/Owner	04/2017	Charred Burger + Bar, Omaha, NE
Jason Kuhr/Owner	11/2016	Ollie & Hobbes, Papillion, NE
Jason Kuhr/Owner	07/2006	JTK Cuisine & Cocktails, Lincoln, NE
Jason Kuhr/Owner	05/2023	Ollie & Hobbes, Omaha, NE
Jason Kuhr/Owner	2013-2017	Dolce, Omaha, NE
Jason Kuhr/Owner	2002-2011	Main St., Lincoln, NE

5. Have you enclosed Form 147 regarding fingerprints?

☒ YES ☐ NO

**PERSONAL OATH AND CONSENT OF INVESTIGATION**

**SIGNATURE PAGE – PLEASE READ CAREFULLY**

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

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

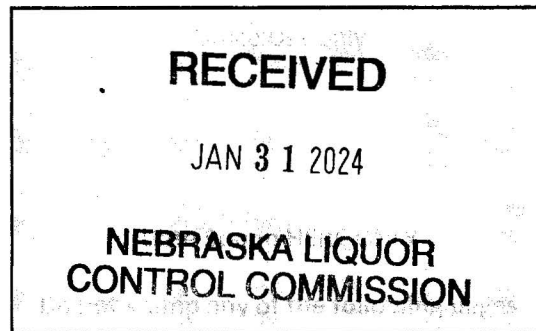
**Must be signed by applicant and spouse.**

  
\_\_\_\_\_  
Signature of **APPLICANT**  
Jasm Kuhr  
\_\_\_\_\_  
Printed Name of **APPLICANT**

  
\_\_\_\_\_  
Signature of **SPOUSE**  
Abbigail Kuhr  
\_\_\_\_\_  
Printed Name of **SPOUSE**

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

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



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

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

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

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

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

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

Trade Name Charred Burger + Bar

Name of Person Being Fingerprinted: Tyler Mohr

Date fingerprints were taken: December 2022

Location where fingerprints were taken: State Patrol Office - Lincoln, NE

How was payment made to NSP?

☒ NSP PAYPORT ☐ CASH ☐ CHECK SENT TO NSP CK # \_\_\_\_\_

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

  
SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

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

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



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

- **FAILURE TO FILE FINGERPRINT CARDS AND PAY THE REQUIRED FEE TO THE NEBRASKA STATE PATROL WILL DELAY THE ISSUANCE OF YOUR LIQUOR LICENSE**
- Fee payment of **\$45.25 per person** **MUST** be made **DIRECTLY** to the Nebraska State Patrol;  
It is recommended to make payment through the **NSP PayPort** online system at [www.ne.gov/go/psp](http://www.ne.gov/go/psp)  
Or a check made payable to **NSP** can be mailed directly to the following address:  
**\*\*\*Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License\*\*\***  
The Nebraska State Patrol – CID Division  
4600 Innovation Drive  
Lincoln, NE 68521
- Fingerprints taken at NSP LIVESCAN locations will be forwarded to NSP – CID  
*Applicant(s) will not have cards to include with license application.*
- Fingerprints taken at local law enforcement offices may be released to the applicants;  
*Fingerprint cards should be submitted with the application.*

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

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

Trade Name Charred Burger + Bar

Name of Person Being Fingerprinted: Jason Kuhr

Date fingerprints were taken: 12/16/2022

Location where fingerprints were taken: Douglas County Sheriff Law Enforcement Center

How was payment made to NSP?

☒ NSP PAYPORT ☐ CASH ☐ CHECK SENT TO NSP CK # \_\_\_\_\_

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

  
SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED



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

# Jason T Kuhr

Political Party  
**Republican**

Precinct  
**05-20**

## Election Details

05/14/2024 2024 Primary Election

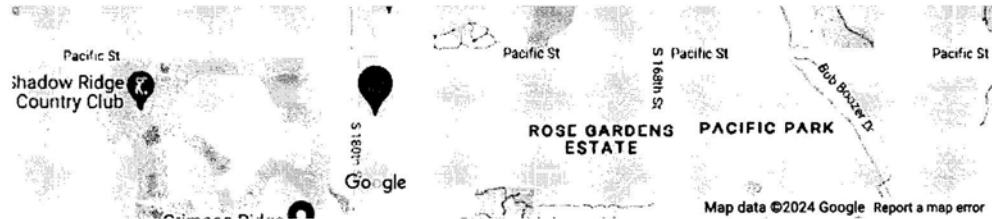
We did not find an absentee or provisional ballot associated with this election (may not be available after certification). Note: This website does not track the status of a traditional ballot voted at the polls. If you voted a traditional ballot at the polls, your ballot was accepted and counted.

## Default Polling Location

**Spring Ridge Elementary School**

📍 17830 Shadow Ridge Drive Omaha, NE 68130

[View larger map](#)



## Districts

[Show](#) ▼

© Copyright 2024 - ESSVR, LLC. All rights reserved.

# SureSellNow.com

## Responsible Alcohol Server Certification

This Certificate of Completion is to Certify that

**JASON KUHR**

has met all training requirements and successfully completed the following course and/or exam

**Nebraska Alcohol Sales and Service Training**

Certificate Number: 76042

Completion Date: 01/25/2024

Expiration Date: 01/24/2027

This course is approved by the Nebraska Liquor Control Commission (LCC). This training complies with all standards under Title 237 of Nebraska State Law.

  
Authorized Signature

Diversys Learning, Inc.  
1101 Arrow Point Drive, Suite 302  
Cedar Park, TX 78613  
SureSellNow.com

# SureSellNow.com

## Responsible Alcohol Server Certification

This Certificate of Completion is to Certify that

**JASON KUHR**

has met all training requirements and successfully completed the following course and/or exam

**Nebraska Alcohol Sales and Service Training**

Certificate Number: 76042

Completion Date: 01/25/2024

Expiration Date: 01/24/2027

This course is approved by the Nebraska Liquor Control Commission (LCC). This training complies with all standards under Title 237 of Nebraska State Law.

  
Authorized Signature

Diversys Learning, Inc.  
1101 Arrow Point Drive, Suite 302  
Cedar Park, TX 78613  
SureSellNow.com

**SPOUSAL AFFIDAVIT OF  
NON PARTICIPATION INSERT**

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

Office Use

**RECEIVED**

JAN 31 2024

**NEBRASKA LIQUOR  
CONTROL COMMISSION**

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

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

  
\_\_\_\_\_  
Signature of **NON-PARTICIPATING SPOUSE**

**Abigail Kuhr**

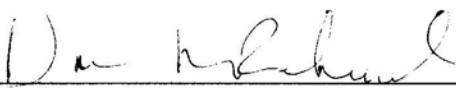
Print Name

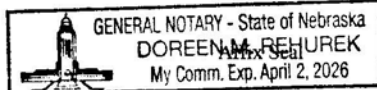
State of Nebraska, County of Douglas

The foregoing instrument was acknowledged before me

this January 24, 2024 (date)

by Abigail Kuhr  
Name of person acknowledged  
(Individual signing document)

  
\_\_\_\_\_  
Notary Public Signature



  
\_\_\_\_\_  
Signature of **APPLICANT**

**Jason Kuhr**

Print Name

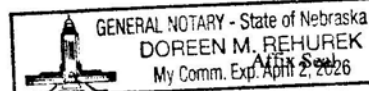
State of Nebraska, County of Douglas

The foregoing instrument was acknowledged before me

this January, 2024 (date)

by Jason Kuhr  
Name of person acknowledged  
(Individual signing document)

  
\_\_\_\_\_  
Notary Public Signature



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



**Charred Southport, LLC.**  
**Organizational Documents**

**8-2023**

# BUSINESS PROPERTY LEASE

This is a legally binding contract; if not understood, seek legal counsel.

8/2/2023

THIS LEASE is entered into as of 8/2/2023 (the "Effective Date") between Southport Parkway 2, LLC, a Nebraska limited liability company ("Landlord"), and Charred Southport, LLC, a Nebraska limited liability company, d/b/a Charred Burger + Bar ("Tenant").

1. **PREMISES.** Landlord leases to Tenant the real property containing approximately 3,134 square feet of area as depicted on Exhibit "A" attached hereto (the "Premises"), located at 12434 Southport Parkway, La Vista, Nebraska 68128 (the "Building"), on the following terms and conditions. Final square footage will be measured by Tenant's architect, determined by mutual agreement and documented by a separate writing or Lease amendment.

2. **TERM.** This Lease shall begin on the first day of the next successive calendar month following Tenant's execution of this Lease (the "Commencement Date"). This Lease shall be for a term of 124 months from the Commencement Date unless terminated earlier as provided in this Lease. The "Rent Commencement Date" shall be four (4) months after the Commencement Date.

Landlord shall deliver possession of the Premises so that it may undertake Tenant's Work in preparation for opening for business upon (i) full execution of this Lease, and (ii) Landlord receiving adequate proof of required Tenant insurance. Tenant's work shall be performed in such a manner and at such times so as not to interfere with completion of Landlord's Work as described below, or otherwise cause delays.

## 3. USE OF PREMISES.

(a) **Purpose.** The Premises are leased to Tenant, and are to be used by Tenant, for the purposes of operating a full-service restaurant serving burgers and craft cocktails and for no other purpose. Tenant agrees to use the Premises in such a manner as to not interfere with the rights of other tenants in the Building, to comply with all applicable governmental laws, ordinances, and regulations in connection with its use of the Premises, including without limitation all environmental laws, to keep the Premises in a clean and sanitary condition, and to use all reasonable precaution to prevent waste, damage, or injury to the Premises.

(b) **Exclusivity.** Landlord shall not lease to any other tenant nor allow any other person or entity (except Tenant and approved assignees) to operate a full-service restaurant serving burgers and craft cocktails at properties within the Southport Centre development that are controlled by Landlord at Lease execution (the "Exclusive Use"). Landlord further represents that Tenant's proposed use is not limited by, and does not conflict with, any other existing exclusive use rights, restrictions or prohibitions applicable to the Building or any other tenants therein. If Tenant's Exclusive Use is breached, Tenant will provide written notice of such breach to the Landlord.

4. **RENT. Base Rent.** Tenant shall pay to Landlord as "Base Rent" an amount equal to \$32.00/sf, which amount will increase by 2.0% annually. The total aggregate Base Rent under this Lease is One Million Eighty-One Thousand Four Hundred Ten and 95/100 Dollars (\$1,081,410.95).

(a) In accordance with the schedule below, Tenant shall pay Base Rent to Landlord as set forth in Section 4(c) below, or in any other commercially reasonable manner as Landlord may designate in writing, in lawful money of the United States, in monthly installments in advance, on the first day of each month without demand or invoice, as follows:

For the period from	<u>Commencement Date</u>	to	<u>Month 4</u>	\$	<u>0.00</u>	per month. *
For the period from	<u>Month 5</u>	to	<u>Month 6</u>	\$	<u>0.00</u>	per month.**
For the period from	<u>Month 7</u>	to	<u>Month 16</u>	\$	<u>\$8,357.33</u>	per month.
For the period from	<u>Month 17</u>	to	<u>Month 28</u>	\$	<u>\$8,524.48</u>	per month.
For the period from	<u>Month 29</u>	to	<u>Month 40</u>	\$	<u>\$8,694.97</u>	per month.
For the period from	<u>Month 41</u>	to	<u>Month 52</u>	\$	<u>\$8,868.87</u>	per month.
For the period from	<u>Month 53</u>	to	<u>Month 64</u>	\$	<u>\$9,046.25</u>	per month.
For the period from	<u>Month 65</u>	to	<u>Month 76</u>	\$	<u>\$9,227.17</u>	per month.
For the period from	<u>Month 77</u>	to	<u>Month 88</u>	\$	<u>\$9,411.71</u>	per month.
For the period from	<u>Month 89</u>	to	<u>Month 100</u>	\$	<u>\$9,599.95</u>	per month.
For the period from	<u>Month 101</u>	to	<u>Month 112</u>	\$	<u>\$9,791.95</u>	per month.
For the period from	<u>Month 113</u>	to	<u>Month 124</u>	\$	<u>\$9,987.79</u>	per month.

\* For the period from the Commencement Date through the Rent Commencement Date, Tenant will pay no Base Rent and no Operating Expenses (defined below).

\*\*Beginning on the Rent Commencement Date (Month 5), the Base Rent will be abated for the longer of (i) sixty (60) days after the Rent Commencement Date or (ii) 90 days after Tenant obtains building permits, provided Tenant submits for such permits within sixty (60) days after the Commencement Date. Tenant shall be responsible for its pro rata share of Operating Expenses beginning upon the Rent Commencement Date.

(b) **Operating Expenses.** Beginning on the Commencement Date, Tenant shall pay a pro rata share of operating expenses of the real estate of which the Premises are a part, including the Building, parking areas, and grounds (collectively, the "Real Estate"). "Operating Expenses" shall mean all customary and reasonable costs of maintaining and operating the Real Estate, including but not limited to all taxes and special assessments levied upon the Real Estate, fixtures, and personal property used by Landlord at the Real Estate, all insurance costs, all costs of labor, material and supplies for maintenance, repair, replacement, and operation of the Real Estate, including but not limited to parking lot repairs, maintenance, sweeping and line painting, snow removal, exterior lighting, landscaping, cleaning, roof repairs, depreciation of machinery and equipment used in such maintenance, repair and replacement, and management costs, including Real Estate superintendents. Operating Expenses shall not include (a) property additions and improvements to the Real Estate which by generally accepted accounting practice (GAAP) are treated as capital items; (b) leasing commissions, advertisement or any other costs incurred by Landlord in procuring new tenants; (c) alterations or improvements for specific tenants; (d) expenses for repairs, replacements, and general maintenance reimbursed by insurance, by Tenant or other third parties; (e) depreciation and amortization except on any capital improvements and expenditures specifically allowed above; (f) interest, principal payments and financing costs incurred in connection with any debt associated with the Real Estate; (g) repairs covered under warranties; (h) legal fees; (i) costs of a capital nature including, but not limited to, capital improvements and structural repairs, as determined in accordance with GAAP; (j) any other expense that according to GAAP is not considered a normal maintenance or operating expense; (k) interest, fines or penalties payable due to the failure of the Landlord to pay taxes, utilities or other charges in a timely manner; (l) any amounts expended by Landlord as environmental response costs for removal, enclosure, encapsulation, clean-up, remediation or other activities regarding Landlord's compliance with federal, state, municipal or local hazardous waste and environmental laws, regulations or ordinances; (m) costs to

correct original defects in the design, construction or equipment of or latent defects in the Real Estate, or any part thereof; (n) any other amounts as a result of Landlord's violation or failure to comply with any governmental regulations and rules or any court order, decree or judgment; and, (o) management fees in excess of 5% of gross receipts.

"Tenant's pro rata share" shall mean the percentage determined by dividing the square feet of the Premises by the square feet of the Building (**3,134 sf / 11,800 sf = 26.6%**). Landlord may, from time to time, by the acquisition of adjacent property, reconfiguration of existing property, re-measurement or building of new facilities, change the square footage of the total Building, which may result in a change in Tenant's pro rata share.

Tenant's pro rata share of the Operating Expenses shall be determined on an annual basis for each calendar year ending on December 31 and shall be pro-rated for the number of months Tenant occupied the Premises if Tenant did not occupy the Premises the full year. For the first year of the Lease, Tenant shall pay **Two Thousand Three Hundred Fifty and 50/100 Dollars (\$2,350.50)** per month (calculated as the square feet of the Premises multiplied by \$9.00/sf, which figure is comprised of the estimated amounts of common area maintenance, taxes, and insurance), on the first of each month in advance with rent for Tenant's estimated pro rata share of the Operating Expenses.

Landlord may change this amount at any time upon written notice to Tenant. At the end of each year, an analysis of the total year's Operating Expenses shall be presented to Tenant and Tenant shall pay the amount, if any, by which Tenant's pro rata share of the Operating Expenses for the year exceeded the amount of the estimated Operating Expenses actually paid by Tenant, and shall be paid by Tenant to Landlord within thirty (30) days after Tenant's receipt of the statement. In the event this Lease terminates at any time other than the last day of the year, the excess Operating Expenses shall be determined as of the date of termination. If Tenant's payments of estimated Operating Expenses exceed the amount due Landlord for that calendar year, Landlord shall, at its option, provided Tenant is not then in default under this Lease, apply the excess as a credit against Tenant's other obligations under this Lease or promptly refund such excess to Tenant if the term of this Lease has already expired, in either case without interest to Tenant.

(c) **Payment of Rent.** The term "Rent" whenever used in this Lease shall mean Base Rent, Operating Expenses and any other sums due under this Lease. Rent shall be due on or before the first (1<sup>st</sup>) day of the month and shall be considered late on the fifth (5<sup>th</sup>) day of the month. Tenant agrees to pay the Base Rent as and when due, together with Tenant's pro rata share of the Operating Expenses and all other amounts required to be paid by Tenant under this Lease. In the event of nonpayment of any amounts due under this Lease, whether or not designated as rent, Landlord shall have all the rights and remedies provided in this Lease or by law for failure to pay rent.

Landlord requires all payments to be made via RentCafé through its Yardi property management software system, unless another method of payment is pre-approved by Landlord. Such other methods may include electronic payment via *Automatic Clearing House ("ACH")*, other means of electronic funds transfer, cash, check or other non-electronic means. However, any payments submitted other than via RentCafé shall be assessed a \$25.00 administrative processing fee for each such payment. In the case of any funds being rejected for Non-Sufficient Funds (NSF) Tenant understands that Landlord's Managing Agent (SRE Property Management) may charge an additional fee for each such rejected payment in addition to any late charges as provided for herein.

(d) **Application of Payments.** Landlord shall have the right to apply all payments received to the oldest charges for rent, interest and penalties, regardless of the period in which the payment is made. All payments made from any source shall be applied to existing charges or owed but not yet billed charges and will be applied by Landlord in its sole discretion.

(e) **Late Charge.** If Tenant fails to pay the Base Rent and Tenant's pro rata share of the Operating Expenses and all other amounts required to be paid by Tenant under this Lease, pursuant to 4(d) above and payment is not received on or before the fifth (5<sup>th</sup>) day after such payments are due, Tenant agrees to pay Landlord a late charge of five percent (5%) of all unpaid amounts and shall post to Tenant's account on the sixth (6<sup>th</sup>) day of the month, plus any delinquent amounts will bear interest at the rate of twelve percent (12%) per annum from the date of delinquency until paid.

(f) **Security Deposit.** As partial consideration for the execution of this Lease, Tenant has delivered to Landlord for Landlord's use and possession the sum of **\$10,707.83** as a Security Deposit, which is an amount equal to the first month's rent and Operating Expenses. The Security Deposit shall not be applied to the last month's rent but will be returned to Tenant at the expiration of this Lease if Tenant has fully complied with all covenants and conditions of this Lease.

5. **CONSIDERATION.** As consideration for the making of this Lease, upon Lease execution Tenant shall deposit with Landlord the sum of **\$10,707.83** constituting the Security Deposit. No prepayment of the 1<sup>st</sup> month of Base Rent or Operating Expenses is required.

6. **SERVICES.** Landlord shall furnish no services, except those provided under operating expenses to the Premises in the manner customary to the Real Estate. Landlord shall have the right to discontinue any service during any period for which rent is not promptly paid by Tenant. Except if arising as a result of Landlord's gross negligence or willful misconduct, Landlord shall not be liable for damages, nor shall the rental be abated, for failure to furnish, or delay in furnishing, any service when failure to furnish, or delay in furnishing, is occasioned in whole or in part by needful repairs, renewals, or improvements, or by any strike or labor controversy, or by any accident or casualty whatsoever, or by any unauthorized act or default of any employee of Landlord, or for any other cause of causes beyond the control of Landlord. Beginning on the Commencement Date, Tenant shall transfer utilities to its name and pay directly to the service provider when due, all separately metered utilities, including gas and electricity, incurred at or chargeable to the Premises. Notwithstanding the foregoing, Tenant acknowledges that any common area services shall be included in Operating Expenses.

7. **ASSIGNMENT OR SUBLEASE.** Tenant shall not assign this Lease or sublet the whole or any part of the Premises, transfer this Lease by operation of law or otherwise, or permit any other person except agents and employees of Tenant to occupy the Premises, or any part thereof, without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Landlord may charge a reasonable fee to process and consider a request for Landlord's consent, and may consider any factor it deems relevant in determining whether to withhold consent including, but not limited to, the following: (a) financial responsibility of the new tenant, (b) identity and business character of the new tenant, (c) nature and legality of the proposed use of the Premises. Tenant shall, with any request for Landlord's consent to an assignment or sublease, pay to Landlord a fee in the sum of One Thousand and no/100 Dollars (\$1,000.00) for review and processing of such request and Landlord shall not be obligated to review such request prior to Landlord's receipt of such fee. Upon receipt of Landlord's consent, Tenant may assign the Lease or sublet the Premises to such approved party on such terms and conditions as it may deem acceptable, so long as there is no diminution of Landlord's rights or interests pursuant to the Lease.

Landlord shall have the right to assign its interest under this Lease or the rent reserved hereunder to any entity (or entities) that agrees to assume all of Landlord's obligations hereunder. In the event of such assignment or transfer, Landlord shall be released from any further obligations hereunder, provided that the assignee assumes Landlord's obligations hereunder. Tenant agrees to execute and deliver such other documents, including a new lease upon the same terms and conditions contained herein, confirming the foregoing, as may reasonably be requested. Tenant waives any right of election to terminate this Lease because of any such assignment.

**8. TENANT'S IMPROVEMENTS.**

(a) Tenant will perform, or cause to be performed, all construction and renovation work to the Premises in accordance with Tenant Managed Construction Rules and Regulations as outlined on Exhibit "B", and in conformance with the Landlord approved Tenant's architect-stamped plans (the "Tenant's Work"). Tenant and/or its agents, contractors and subcontractors will solely be responsible to coordinate and perform the Tenant's Work. With the exception of minor interior non-structural alterations costing \$15,000 or less, prior to commencing any Tenant's Work, Tenant shall first obtain the written consent of Landlord for the same. Regardless of the extent or type of Tenant's Work, Tenant must submit construction drawings (plans and specifications) to Landlord no less than two (2) weeks prior to commencement of its work. For those items of Tenant Work requiring Landlord consent, Landlord shall provide a response to Tenant within two (2) weeks of receiving Tenant plans.

(b) Tenant shall ensure that all Tenant's Work is performed in a good and workman-like manner and in full compliance with all applicable governmental regulations and to current industry standards for retail buildings in La Vista, Nebraska. Landlord and/or Landlord's consultants shall have the right, but not the obligation, to review, monitor, oversee, and timely and reasonably approve all plans and materials involved in the Tenant's Work throughout the entire construction process, provided that Landlord and/or Landlord's consultants do not interfere with Tenant's work or otherwise cause delays in the construction schedule. Tenant or its designees, at Tenant's expense, shall obtain all permits, certificates and other governmental approvals from all governmental entities having jurisdiction which are necessary for the completion of the Tenant's Work. Upon completion of any and all improvements, Tenant shall be required to obtain and submit to Landlord final unconditional lien waivers from all general contractors, sub-contractors and material suppliers who provide materials or perform work in excess of \$5,000.00.

(c) The Landlord shall provide Tenant with a cash allowance equal to **Fifty-Five Dollars (\$55.00)** per square foot of the Premises (\$172,370.00) (the "Tenant Improvement Allowance") to be used for the initial Tenant's Work. Such allowance shall be paid within thirty (30) days of the completion of Tenant's Work and Landlord's receipt of a copy of a Certificate of Occupancy and a signed general contractor lien waiver evidencing payment to all contractors providing \$5,000 or more of services or materials for Tenant's Improvements. If Landlord fails to pay the Tenant Improvement Allowance within thirty (30) days following receipt by Landlord of the items listed above, and Tenant has thereafter provided Landlord with a fifteen (15) day written notice of such failure, Tenant (without limiting any other right or remedy of Tenant to collect such payment) may offset against its monthly payments of Base Rent, and additional charges, the amount of any unpaid portion of the Tenant Improvement Allowance, until the amount due is recovered in full.

Alternatively, the Tenant Improvement Allowance may be paid to Tenant in periodic installments, no more frequently than monthly. Such installments shall be paid to Tenant upon Tenant's submission of its costs of Tenant's Work for such period, and shall be a percentage of each such Tenant submission equivalent to the percentage of the full Tenant Improvement Allowance to Tenant's overall budget for the Tenant's Work. For clarity, if the Tenant Improvement Allowance equals 25% of the approved budget for Tenant's Work, each installment of the Tenant Improvement Allowance paid by Landlord shall equal 25% of such submission. Each such payment of the Tenant Improvement Allowance shall be subject to receipt of lien waivers as set forth above.

(d) Tenant may remove its trade fixtures at the termination of this Lease provided Tenant is not then in default and provided further that Tenant repairs any damage caused by such removal. Any improvements, additions, fixtures or alterations installed or made by Tenant and not removed upon termination of this Lease, shall become part of the Premises and the property of Landlord.

(e) Tenant agrees at Tenant's expense to obtain or maintain or cause its contractor(s) to obtain or maintain commercial general liability insurance in the amounts set forth in the Lease and worker's compensation insurance adequate to fully protect Landlord as well as Tenant from and against any and all liability for death or for injury to persons or property caused in or about or by reason of the construction of Tenant's work.

**9. REPAIRS AND MAINTENANCE.** Landlord agrees to maintain in good condition and repair (or replace) as necessary the sidewalks, parking lots, gutters, downspouts, utility connections from the point of entry into the Premises to the street city hookup, Building structure, exterior walls and roof as included in the Operating Expenses, and to manage such other normal and customary repair and maintenance obligation..

Tenant agrees that it will make, at its own cost and expense, all maintenance, repairs and replacements to the Premises not required to be made by Landlord, including, but not limited to, all interior and exterior doors, door frames, windows, plate glass, the HVAC system, including balancing, distribution ductwork and controls, plumbing and electrical systems servicing the Premises. Tenant agrees to do all redecorating, remodeling, alterations, and painting required by it during the term of the Lease at its own cost and expense, to pay for any repairs to the Premises or the Real Estate made necessary by any negligence or carelessness of Tenant or any of its agents or employees or persons permitted on the Real Estate by Tenant, and to maintain the Premises in a safe, clean, neat, and sanitary condition. Except if arising as a result of Landlord's gross negligence or willful misconduct, Tenant shall be entitled to no compensation for inconvenience, injury, or loss of business arising from the making of any repairs by Landlord, Tenant, or other tenants to the Premises or the Real Estate. Tenant shall not be liable to Landlord for any loss or damage that may be occasioned except as a result of the acts or omissions of Tenant and its duly authorized employees, agents and contractors.

**10. CONDITION OF PREMISES.** Except as provided herein, Tenant agrees that no promises, representations, statements, or warranties have been made on behalf of Landlord to Tenant respecting the condition of the Premises, or the manner of operating the Real Estate, or the making of any repairs to the Premises. By taking possession of the Premises, Tenant acknowledges that the Premises were in good and satisfactory condition when possession was taken. Subject to any contrary provisions herein, Tenant shall, at the termination of this Lease, by lapse of time or otherwise, remove all of Tenant's property and surrender the Premises to Landlord in as good condition as when Tenant took possession, normal wear excepted. To the best of Landlord's knowledge, Landlord shall deliver the Premises in compliance with applicable building, land use, zoning and parking codes and regulations, environmental laws, governmental ordinances and regulations.

**11. PERSONAL PROPERTY AT RISK OF TENANT.** All personal property in the Premises shall be at the risk of Tenant only. Landlord shall not be liable for any damage to any property of Tenant or its agents or employees in the Premises caused by any reason whatsoever, including, without limitation, fire, theft, steam, electricity, sewage, gas or odors, or from water, rain, or snow which may leak into, issue or flow into the Premises from any part of the Real Estate, or from any other place, or for any damage done to Tenant's property in moving same to or from the Real Estate or the Premises. Tenant shall give Landlord, or its agents, prompt written notice of any damage to or defects in water pipes, gas or warming or cooling apparatus in the Premises.

**12. LANDLORD'S RESERVED RIGHTS.** Without notice to Tenant, without liability to Tenant for damage or injury to property, person, or business, and without effecting an eviction of Tenant or a disturbance of Tenant's use or possession or giving rise to any claim for set off or abatement of rent, Landlord shall have the right to:

- (a) Change the name or street address of the Real Estate.
- (b) Install and maintain signs on the Real Estate.
- (c) At reasonable times, with prior notice to Tenant, make, at its own expense, repairs, alterations, additions, and improvements, structural or otherwise, in or to the Premises, the Real Estate, or part thereof, and any adjacent Real Estate, land, street, or alley, and during such operations to take into and through the Premises or any part of the Real Estate all materials required, and to temporarily close or suspend operation of entrances, doors, corridors, elevators, or other facilities to do so.



- (d) Possess passkeys to the Premises.
- (e) Show the Premises to prospective tenants at reasonable times, with prior notice to Tenant.
- (f) Take any and all reasonable measures, including inspections or the making of repairs, alterations, and additions and improvements to the Premises or to the Real Estate, which Landlord deems necessary or desirable for the safety, protection, operation, or preservation of the Premises or the Real Estate.
- (g) Approve all signs at the Premises prior to installation thereof, which approval may be withheld or conditioned in Landlord's sole discretion.
- (h) Establish rules and regulations for the safety, care, order, operation, appearance, and cleanliness of the Real Estate and to make modifications thereto.

13. **CERTAIN RISKS.** Tenant shall not use or occupy the Premises or any part thereof in any manner which could invalidate any policies of insurance now or hereafter placed on the Real Estate or increase the risks covered by insurance on the Real Estate or necessitate additional insurance premiums or policies of insurance, even if such use may be in furtherance of Tenant's business purposes. In the event any policies of insurance are invalidated by acts or omissions of Tenant, Landlord shall have the right to terminate this Lease or, at Landlord's option, to charge Tenant for extra insurance premiums required on the Real Estate on account of the increased risk caused by Tenant's use and occupancy of the Premises. Each party hereby waives all claims for recovery from the other for any loss or damage to any of its property insured under valid and collectible insurance policies to the extent of any recovery collectible under such policies; provided, that this waiver shall apply only when permitted by the applicable policy of insurance.

14. **INDEMNITY.**

(a) **Tenant Indemnity.** Tenant shall indemnify, hold harmless, and defend Landlord from and against, and Landlord shall not be liable to Tenant on account of, any and all costs, expenses, liabilities, losses, damages, suits, actions, fines, penalties, demands, or claims of any kind, including reasonable attorney's fees, asserted by or on behalf of any person, entity, or governmental authority arising out of or in any way connected with either (a) a failure by Tenant to perform any of the agreements, terms, or conditions of this Lease required to be performed by Tenant; (b) a failure by Tenant to comply with any laws, statutes, ordinances, regulations, or orders of any governmental authority; or (c) any accident, death, or personal injury, or damage to, or loss or theft of property which shall occur on or about the Premises, or the Real Estate, except as the same may be the result of the negligence of Landlord, its employees or agents.

(b) **Landlord Indemnity.** Landlord shall indemnify, hold harmless, and defend Tenant from and against, and Tenant shall not be liable to Landlord on account of, any and all costs, expenses, liabilities, losses, damages, suits, actions, fines, penalties, demands, or claims of any kind, including reasonable attorney's fees, asserted by or on behalf of any person, entity, or governmental authority arising out of or in any way connected with either (a) a failure by Landlord to perform any of the agreements, terms, or conditions of this Lease required to be performed by Landlord; (b) a failure by Landlord to comply with any laws, statutes, ordinances, regulations, or orders of any governmental authority; or (c) any accident, death, or personal injury, or damage to, or loss or theft of property which shall occur on or about the Real Estate apart from the Premises, except as the same may be the result of the negligence of Tenant, its employees or agents.

15. **INSURANCE.**

(a) **Liability Insurance.** Tenant agrees to procure and maintain continuously during the entire term of this Lease, a policy or policies of commercial general liability insurance from a company or companies acceptable to Landlord, at Tenant's own cost and expense, insuring Landlord and Tenant from all claims, demands or actions; such policy or policies shall in addition to insuring Tenant protect and name Landlord and Landlord's Managing Agent as additional Insureds and shall provide coverage in a combined single limit per occurrence of at least \$1,000,000 and a \$2,000,000 aggregate insured amount for claims, demands or actions for bodily injury, death or property damage made by or on behalf of any person or persons, firm or corporation arising from, related to, or connected with the conduct and operation of Tenant's business in the Premises, or arising out of and connected with the use and occupancy of the Real Estate by Tenant. Tenant's insurance coverage shall be on a primary basis and non-contributory basis from Landlord's insurance coverage. All such insurance shall provide that Landlord shall be given a minimum of ten (10) days' notice by the insurance company prior to cancellation, termination or change of such insurance. Tenant shall provide Landlord with copies of the policies or certificates evidencing that such insurance is in full force and effect and stating the term and provisions thereof no later than five (5) days prior to the Commencement Date; and, thereafter on each renewal date. If Tenant fails to comply with such requirements for insurance, Landlord may, but shall not be obligated to, obtain such insurance and keep the same in effect, and Tenant agrees to pay Landlord, upon demand, the premium cost thereof.

(b) **Property Insurance.** Insurance covering all of Tenant's furniture and fixtures, machinery, equipment, stock and any other personal property owned and used in Tenant's business and found in, on or about the Building, and any leasehold improvements to the Premises in an amount not less than the full replacement cost. Property forms will provide coverage on a broad form basis insuring against "all risks of direct physical loss." All policy proceeds will be used for the repair or replacement of the property damaged or destroyed.

(c) **Landlord's Insurance.** Landlord shall maintain "All-Risk" property insurance at replacement cost, including loss of rents, on the Building, and Commercial General Liability insurance policies covering the common areas of the Building, the Real Estate, and surrounding areas owned or maintained by Landlord (including but not limited to any parking areas), each with such terms, coverage's and conditions as are normally carried by reasonably prudent owners of properties similar to the Building.

Landlord, its agents and employees, make no representation that the limits of liability specified to be carried by Tenant pursuant to this Section are adequate to protect Tenant. If Tenant believes that any such insurance coverage is inadequate, Tenant will obtain such additional insurance coverage as Tenant deems adequate, at Tenant's sole expense.

16. **DAMAGE BY FIRE OR OTHER CASUALTY.**

(a) **Damages Caused by Tenant.** Subject to the provisions of (b) below, all injury to the Premises and other portions of the Building of which it is a part, caused by Tenant, its agents, employees, its invitees and visitors, will be repaired by Landlord at the expense of Tenant or repaired by Tenant with Landlord's approval. Tenant shall reimburse Landlord for such repairs within ten (10) days of receipt of invoice from Landlord of the costs. At its election, Landlord may regard the same as additional rent, in which event the cost shall become additional rent payable with the installment of rent next becoming due after notice is received by Tenant from Landlord. This provision shall be construed as an additional remedy granted to Landlord and not in limitation of any other rights and remedies which Landlord has or may have in said circumstances.

(b) **Fire or Casualty Damage.** If, during the term of this Lease, the Premises shall be so damaged by fire, water or any other cause except Tenant's negligent or intentional act so as to render the Premises untenantable, the rent shall be abated while the Premises remain untenantable. If the Premises are partially damaged or destroyed, then during the period that Tenant is deprived of the use of the damaged portion of said Premises, Tenant shall be required to pay rental covering only that part of the Premises that it is able to occupy, based on that portion of the total rent which the amount of square foot area remaining that can be occupied bears to the total square foot area of all the Premises covered by this Lease. And in the event of such damage, Landlord shall elect whether to repair the Premises or to cancel this Lease and shall notify Tenant in writing of its election within sixty (60) days after such damage. In the event Landlord elects to repair the Premises, the work or repair shall begin promptly and shall be carried on without unnecessary delay. In the event Landlord elects not to repair the Premises, the Lease shall be deemed canceled as of the date of the damage. Such damage shall not extend the Lease term.

In the event the Premises is destroyed by fire or other casualty so as to be untenable in excess of fifty percent (50%) or more, and it shall require more than ninety (90) days from the date of said fire or other casualty for Landlord to complete restoration of same, then Tenant, upon written notice to Landlord, may terminate this Lease, in which case the rent shall be apportioned and paid to the date of said fire or other casualty. Due allowance, however, shall be given for reasonable time required for adjustment and settlement of insurance claims, and for such other delays as may result from government restrictions, and controls on construction, if any, and for strikes, national emergencies and other conditions beyond the control of Landlord. Tenant shall not be entitled to any compensation or damages from Landlord for loss of the use of the whole or any part of the Premises, Tenant's personal property or any inconvenience or annoyance occasioned by such damage, repair, reconstruction or restoration.

Tenant shall be responsible for the repair and restoration of the Premises and Tenant's property beyond Landlord's obligation at no cost to Landlord. In the event of fire, water or other casualty damage to the Premises caused by the fault or neglect of Tenant, its agents, employees, invitees or visitors, Landlord shall restore structural damages as described herein at Tenant's cost and expense. It is agreed that in any of the aforesaid events, this Lease shall continue in full force and effect.

17. **CONDEMNATION.** If the whole or any part of the Premises shall be taken by public authority under the power of eminent domain, then the term of this Lease shall cease on that portion of the Premises so taken, from the date of possession, and the rent shall be paid to that date, with a proportionate refund by Landlord to Tenant of such rent as may have been paid by Tenant in advance. If the portion of the Premises taken is such that it prevents the practical use of the Premises for Tenant's purposes, then Tenant shall have the right either (a) to terminate this Lease by giving written notice of such termination to Landlord not later than thirty (30) days after the taking, or (b) to continue in possession of the remainder of the Premises, except that the rent shall be reduced in proportion to the area of the Premises taken. In the event of any taking or condemnation of the Premises, in whole or in part, the entire resulting award of damages shall be the exclusive property of Landlord, including all damages awarded as compensation for diminution in value to the leasehold, without any deduction for the value of any unexpired term of this Lease, or for any other estate or interest in the Premises now or hereafter vested in Tenant. Notwithstanding the foregoing, Tenant shall in all events be entitled to make a claim for its damages, including moving expenses and other charges to the condemning authority.

18. **TENANT DEFAULT OR BREACH.** Each of the following events shall constitute a default or a breach of this Lease by Tenant:

- (a) If Tenant fails to pay Landlord any Rent or other payments when due hereunder;
- (b) If Tenant vacates or abandons the Premises;
- (c) If Tenant files a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, or voluntarily takes advantage of any such act by answer or otherwise, or makes an assignment for the benefit of creditors;
- (d) If involuntary proceedings under any bankruptcy or insolvency act shall be instituted against Tenant, or if a receiver or trustee shall be appointed of all or substantially all of the property of Tenant, and such proceedings shall not be dismissed or the receivership or trusteeship vacated within thirty (30) days after the institution or appointment; or
- (e) If Tenant fails to perform or comply with any other term or condition of this Lease, or any of the rules and regulations established by Landlord, and if such nonperformance shall continue for a period of ten (10) days after notice thereof by Landlord to Tenant, time being of the essence. However, in the event, said default is not curable within said ten (10) day period, the time period may be extended provided Tenant is diligently pursuing a cure.

19. **EFFECT OF DEFAULT.** In the event of any default or breach hereunder, in addition to any other right or remedy available to Landlord, either at law or in equity, Landlord may exert any one or more of the following rights:

- (a) Landlord may re-enter the Premises immediately and remove the property and personnel of Tenant and shall store such property in a public warehouse or at a place selected by Landlord, at the risk and expense of Tenant, in accordance with the Disposition of Personal Property Landlord and Tenant Act.
- (b) Landlord may retake the Premises and may terminate this Lease by giving written notice of termination to Tenant in accordance with applicable law. Without such notice, Landlord's retaking will not terminate the Lease. On termination and subject to the applicable laws of mitigation, Landlord may recover from Tenant all damages proximately resulting from the breach, including the cost of recovering the Premises and the difference between the rent due for the balance of the Lease term as though the Lease had not been terminated and the fair market rental value of the Premises for the balance of the Lease term as though the Lease had not been terminated which sum shall be immediately due Landlord from Tenant.
- (c) Landlord may relet the Premises or any part thereof for any term with or without terminating this Lease, at such rent and on such terms as it may, choose. Landlord may make alterations and repairs to the Premises. In addition to Tenant's liability to Landlord for breach of this Lease, Tenant shall be liable for all expenses of the reletting, for any alterations and repairs made, and for the rent due for the balance of the Lease term, which shall be immediately due Landlord from Tenant. The amount due Landlord will be reduced by the net rent received by Landlord during the remaining term of this Lease from reletting the Premises or any part thereof. The process of reletting shall use commercially reasonable efforts to mitigate upon reasonable terms.

20. **LANDLORD DEFAULT.** The following events shall constitute a default or a breach of this Lease by Landlord: It shall be a "Landlord's Default" if Landlord violates or fails to perform any of the covenants or agreements herein made by Landlord, and such violation or failure shall continue for thirty (30) days after written notice thereof to Landlord by Tenant, except that if within the thirty (30) day period Landlord commences and thereafter proceeds diligently to remedy the violation or failure within a reasonable period not to exceed ninety (90) days from the receipt of the notice, then Landlord shall not be in default hereunder. If Landlord's default is not cured in said ninety (90) day period, Tenant shall have the option to cure Landlord's default at Tenant's cost and apply any such costs towards Base Rent due.

21. **SURRENDER - HOLDING OVER.** Tenant shall, upon termination of this Lease, whether by lapse of time or otherwise, peaceably and promptly surrender the Premises to Landlord. If Tenant remains in possession after the termination of this Lease, without a written lease duly executed by the parties, Tenant shall be deemed a trespasser. If Tenant pays, and Landlord accepts, rent for a period after termination of this Lease, Tenant shall be deemed to be occupying the Premises only as a tenant from month to month, subject to all the terms, conditions, and agreements of this Lease, except that the rent shall be 125% the monthly rent specified in the lease immediately before termination.

22. **SUBORDINATION AND ATTORNMEN.** Landlord reserves the right to place liens and encumbrances on the Premises superior in lien and effect to this Lease. This Lease, and all rights of Tenant hereunder, shall, at the option of Landlord, be subject and subordinate to any liens and encumbrances now or hereafter imposed by Landlord upon the Premises or the Real Estate or any part thereof, and Tenant agrees to execute, acknowledge, and deliver to Landlord,

upon request, any and all instruments that may be necessary or proper to subordinate this Lease and all rights herein to any such lien or encumbrance as may be required by Landlord.

In the event any proceedings are brought for the foreclosure of any mortgage on the Premises, Tenant will attorn to the purchaser at the foreclosure sale and recognize such purchaser as the Landlord under this Lease. The purchaser, by virtue of such foreclosure, shall be deemed to have assumed, as substitute Landlord, the terms and conditions of this Lease until the resale or other disposition of its interest. Such assumption, however, shall not be deemed in acknowledgment by the purchaser of the validity of any then existing claims of Tenant against the prior Landlord.

Tenant agrees to execute and deliver such further assurances and other documents, including a new lease upon the same terms and conditions contained herein, confirming the foregoing, as such purchaser may reasonably request. Tenant waives any right of election to terminate this Lease because of any such foreclosure proceedings.

23. **NOTICES.** Any notice or demands given hereunder shall be in writing and personally delivered or sent by first class mail postage prepaid to Landlord at **21008 Cumberland Drive, Suite 106, Elkhorn, NE 68022** and also to Tenant at \_\_\_\_\_ or at such other address as either party may from time to time designate in writing. Each such notice shall be deemed to have been given at the time it shall be personally delivered to such address or deposited in the United States mail in the manner prescribed herein.

24. **COMPLIANCE WITH ADA.** With regard to Tenant's specific use of the Premises or Tenant's construction of any alterations within the Premises, Tenant shall be responsible for all costs of complying with the Americans with Disabilities Act (ADA) and all similar laws and regulations within the Premises, including the removal of barriers which do not necessitate the removal or modification of load-bearing walls.

Landlord represents and warrants that to the best of Landlord's knowledge as of the Commencement Date of this Lease, Landlord has received no written notification that the Building or the Real Estate is in non-compliance with any Laws or Code violations. The Landlord agrees to comply with all the federal, state, and local laws with respect to the construction, maintenance, alteration, and operation of the Real Estate, including among other, the public accommodation provisions contained in the Americans with Disabilities Act.

25. **EFFECT ON SALE.** A sale, conveyance or assignment of Landlord's interest in the Real Estate will operate to release Landlord from liability from and after the effective date of such sale, conveyance or assignment upon all of the covenants, terms and conditions of this Lease, express or implied, except those liabilities which arose prior to such effective date, and, after the effective date of such sale, conveyance or assignment, Tenant will look solely to Landlord's successor-in-interest in and to this Lease. This Lease will not be affected by any such sale, conveyance or assignment, and Tenant will attorn to Landlord's successor-in-interest to this Lease, so long as such successor-in-interest assumes Landlord's obligations under the Lease from and after such effective date.

26. **LIMITATION ON RECOURSE.** Tenant specifically agrees to look solely to Landlord's interest in the Building for the recovery of any judgments from Landlord. It is agreed that Landlord (and its shareholders, venturers, and partners, and their shareholders, venturers and partners and all of their officers, directors and employees) will not be personally liable for any such judgments. The provisions contained in the preceding sentences are not intended to, and will not, limit any right that Tenant might otherwise have to obtain injunctive relief against Landlord or relief in any suit or action in connection with enforcement or collection of amounts which may become owing or payable under or on account of insurance maintained by Landlord.

27. **SIGNAGE.** At Tenant's cost, and subject to Landlord's reasonable approval and Tenant's compliance with governmental codes and regulation, Tenant shall be permitted to install (a) any signage within the Premises as it requires, and (b) its customary external signage on the front and rear of the Premises as may be allowed. All external signage shall be individual channelized lettering attached to a raceway painted to match the exterior facade of the Building. Tenant shall be responsible for all costs associated with its signage. Tenant will be allowed to change or alter its exterior signage, subject to Landlord approval and Landlord's sign criteria, attached hereto as Exhibit "C". In addition, Tenant shall have the right to place its standard signage on the existing center identification sign associated with the property in the sign cabinet position as identified in Exhibit "D" at Tenant's cost.

Prior to installing any sign on the exterior of the Premises, Tenant must submit to Landlord for Landlord's review and written approval a rendering from a licensed sign contractor which clearly indicates the sizes, colors, logos, types, locations and manner of installation of said signage. Landlord's approval thereof shall be granted or withheld within ten (10) days of Tenant submitting said plans. In the event such approval is withheld, Landlord shall provide specific detail regarding those portions of the proposed signage that are unacceptable, along with directions for curing such deficiencies. Tenant shall install its exterior signage no later than its opening for business. All costs associated with said signage shall be borne by Tenant.

Tenant shall be required to keep the sign adequately illuminated continuously from dusk until 10:00 p.m., to perform routine maintenance, to maintain signage in a safe, clean and working condition, free from debris/obstructions including, but not limited to, bird and wasp nests, snow and ice; Tenant shall bear any and all costs associated with the routine maintenance, repair and relamping of Tenant's signage.

Tenant shall not cover the Premises, storefront glass, building exterior or roof with marketing materials, install, paint, or otherwise create other advertising signage such as banners, window signage (including neon and/or flashing signs and lights), window painting, yard signs, billboards, etc. or place any signs on the property including the sidewalks, without the prior written approval of Landlord. Tenant shall be permitted to install a "coming soon" banner thirty (30) days prior to Tenant opening for business and a "grand opening" sign for thirty (30) days after opening for business.

Upon termination of this Lease, Tenant shall remove all signs from the Premises, repair and restore the Premises to its former condition, at Tenant's expense. Failure by Tenant to comply with any of the terms contained herein shall constitute a default and/or breach of this Lease subject to the rights and remedies available to Landlord, including Landlord's right to perform said maintenance and repairs on behalf of Tenant at Tenant's cost and expense.

28. **PARKING.** Tenant shall have the non-exclusive use in common with all tenants to all unreserved surface parking areas on the Real Estate. Tenant's employees shall park their vehicles only in those portions of the parking areas designated by Landlord as employee parking. Tenant agrees to direct its employees to park in the designated parking area as needed so not to unduly burden the parking in front of the premises. Landlord reserves the right to change the designated parking area from time to time.

29. **CONFIDENTIALITY.** Tenant covenants and agrees to keep confidential, and not to make public, the existence of the terms hereof (the "Confidential Information"). Tenant will not allow its respective Representatives (hereinafter defined) to disclose the Confidential Information to any third party, including, but not limited to, other tenants in the Building. The only exception to this confidentiality requirement shall be if such disclosure is required to be made by Tenant in the normal course of business with its real estate brokers, lenders, attorneys, accountants or employees (collectively, the "Representatives"). Tenant shall limit access to the Lease to those Representatives: (i) who have been informed of the confidential nature of such information; and (ii) who agree to act in accordance with the terms of this Section.

30. **NOTICE OF INVESTIGATION AND CLAIMS.** If, during the lease term, or any extensions thereof, Tenant becomes aware of (a) any actual or threatened release of any hazardous material on, under, or about the Premises or Building or (b) any inquiry, investigation, proceedings, or claim by any

government agency, or other person regarding the presence of hazardous material on, under, or about the Premises or Building, Tenant shall give Landlord written notice of the release or investigation within five (5) days after learning of it and shall simultaneously furnish to Landlord copies of any claims, notices of violation, reports, or other writings received by Tenant that concern the release or investigation. Landlord may then, at its sole option, inspect, assess, remediate and abate the hazardous material in the Premises as it sees fit in its sole discretion. All costs, charges and expenses for same shall be borne by Tenant only to the extent that Tenant caused the presence of hazardous material. Except for the foregoing, Landlord shall be liable for and shall indemnify, defend and hold Tenant harmless from any environmental damages or hazardous materials which are otherwise on or about the Premises or the common areas, and for any violation of applicable environmental laws.

31. **TENANT MAINTENANCE REQUIREMENT CONCERNING MOLD.** Tenant agrees to maintain the Premises in a manner that prevents the occurrence of an infestation of mold, mildew, microbial growths and any associated mycotoxins in the Premises. Tenant must properly maintain the Premises to reduce the likelihood of any mold growth or proliferation. Tenant must keep the Premises clean and immediately fix and abate any leaks or moisture which fosters mold growth, caused by any equipment, plumbing fixtures or other items under its control.

Tenant must report within forty-eight (48) hours of detection the following to Landlord:

- a. Any non-working fan, heater, air conditioner or ventilation system;
- b. Plumbing leaks, drips, sweating pipes, wet spots;
- c. Overflows from bathroom, kitchen, or other facilities, including but not limited to tubs, showers, shower enclosures, toilets, sinks, kitchen appliances or other receptacles of water, especially in cases where the overflow may have permeated walls, floors, ceilings or fixtures;
- d. Water intrusion of any kind;
- e. Any mold or black or brown spots or moisture on surfaces inside the Premises;
- f. Broken plumbing systems or standing water near structures;
- g. Any discovery of adverse health conditions or symptoms related to mold growth at the Premises;
- h. Any discovery of allergies, predisposition to or heightened risk of adverse health reactions or hypersensitivity, to mold growth at the Premises; and
- i. Any odors consistent with mold growth.

32. **RIGHT TO RELOCATE TENANT.** Omitted.

33. **LANDLORD'S RIGHT TO TERMINATE.** Omitted.

34. **MISCELLANEOUS.**

(a) **Binding on Assigns.** All terms, conditions, and agreements of this Lease shall be binding upon, apply, and inure to the benefit of the parties hereto and their respective heirs, representatives, successors, and permitted assigns.

(b) **Amendment in Writing.** This Lease contains the entire agreement between the parties and may be amended only by subsequent written agreement.

(c) **Waiver - None.** The failure of Landlord to insist upon strict performance of any of the terms, conditions and agreements of this Lease shall not be deemed a waiver of any of its rights or remedies hereunder and shall not be deemed a waiver of any subsequent breach or default of any of such terms, conditions, and agreements. The doing of anything by Landlord which Landlord is not obligated to do hereunder shall not impose any future obligation on Landlord nor otherwise amend any provisions of this Lease.

(d) **No Surrender.** No surrender of the Premises by Tenant shall be effected by Landlord's acceptance of the keys to the Premises or of the rent due hereunder, or by any other means whatsoever, without Landlord's written acknowledgment that such acceptance constitutes surrender.

(e) **Captions.** The captions of the various paragraphs in this Lease are for convenience only and do not define, limit, describe, or construe the contents of such paragraphs.

(f) **Applicable Law.** This Lease shall be governed by and construed in accordance with the laws of the State of Nebraska.

(g) **Partial Invalidity.** If any provision of this Lease is invalid or unenforceable to any extent, then that provision and the remainder of this Lease shall continue in effect and be enforceable to the fullest extent permitted by law.

(h) **Exhibits.** All exhibits added and attachments attached hereto are incorporated herein by this reference.

Exhibit "A" Outline of Premises  
Exhibit "B" Property Rules and Regulations  
Exhibit "C" Signage  
Exhibit "D" Center Identification Signage

(i) **Landlord's Authority.** Landlord represents and warrants to Tenant as follows: (i) Landlord owns the indefeasible, fee simple title to the Premises and the Real Estate; (ii) There are no third party consents or approvals required to effectuate Landlord's execution of this Lease which have not already been obtained; and (iii) Landlord has full capacity, right, power and authority to execute, deliver and perform this Lease and all documents to be executed by Landlord pursuant hereto and the individuals signing this Lease and all other documents executed or to be executed pursuant hereto on behalf of Landlord are and shall be duly authorized to sign the same on Landlord's behalf and to bind Landlord thereto.

35. **BROKERS.** The brokers involved in this transaction are:

- ☒ Agent for Landlord Justin Riviera and Jeff Lake of Cushman & Wakefield | The Lund Company
- ☒ Agent for Tenant Trey MacKnight and Holly Jones of Cushman & Wakefield | The Lund Company
- ☐ Dual agent representing both Landlord and Tenant \_\_\_\_\_



- ☐ Landlord and Tenant acknowledge that \_\_\_\_\_ is being paid a fee by Landlord and this fee will be shared by the Brokers based on their separate agreement.
- ☐ Landlord and Tenant will each compensate their respective Brokers.

Brokers shall be paid a commission by Landlord pursuant to the terms of separate written agreements. Landlord shall indemnify Tenant from any claims for a commission or other payment asserted by any broker claiming by or through Landlord with respect to the Premises.

### 36. OTHER PROVISIONS.

(a) **Landlord's Work:** Landlord shall provide Tenant leasehold improvements using building standard specifications; which improvements shall include the following:

- o HVAC: One (1) ton per 300 square feet of area of the Premises; up to two (2) 5-Ton Units installed on the roof with plenum drop (no distribution) assuming the Premises is 3,000 square feet;
- o Demising Walls: Metal stud 1-hour fire rated demising wall on inside wall of the Premises extending to the roof deck with lower 12' un-taped;
- o Perimeter Walls: Outside walls insulated and drywalled with lower 12' un-taped;
- o Electrical Panels: Two (2) 200-amp three-phase electrical panel with forty-two (42) circuits installed at the rear of the Premises;
- o Fire Protection: Overhead fire sprinkler system on grid within Premises, with alarm system to be Tenant responsibility;
- o Utilities: Landlord shall install 4" sewer waste, 4" grease line waste, gas, 2" water main, and 2" communications conduit stubs to the Premises;
- o Trash: Landlord shall provide a contained area for a shared trash dumpster for Tenant's use;
- o Doors: Glass storefront, front door and side door; rear exit door shall include a panic bar consistent with applicable regulations and of consistent design with the rest of the Building;
- o Concrete: Landlord to pour rear 20' of the Premises after the Tenant has installed all necessary in floor drains and other necessary plumbing as per Landlord reviewed and approved tenant improvement plans. At Tenant's election, Landlord may instead provide Tenant a credit of up to \$10,000 of actual costs for Tenant to pour this slab upon the same conditions;
- o Patio: Landlord shall deliver patio space as-is. Tenant shall be responsible for all fencing, finishes and operation as required by local jurisdiction.

(b) **Options to Extend Term at Negotiated Rate:** Provided that Tenant has complied with all the terms and conditions of this Lease and is not otherwise in default of Lease beyond any applicable notice and cure period, Tenant shall have two (2) options to extend the term of this Lease for a period of 60 months each, with each optional term commencing upon the expiration of the preceding term (each, an "Option to Extend"). Tenant, in its sole discretion, must notify Landlord in writing one hundred eighty (180) days prior to expiration of the then-current term of its intent to exercise its Option to Extend, time being of the essence in this regard. All terms and conditions during each extended term shall remain the same except the Base Rent, which Landlord and Tenant have agreed shall continue to be subject to a 2.0% annual base rent increase throughout each Option period. In the event that Tenant does not timely exercise an Option to Extend, all unexercised Options to Extend shall be null and void.

(c) **Financial Contingency:** This Lease is contingent upon Landlord's satisfactory review of Tenant's and Guarantor's financial statements. The Lease will be guaranteed, jointly and severally, by the owner of Tenant and owner's spouse as set forth on the Personal Guaranty attached hereto.

(d) **Landlord Delivery of Heating, Ventilating and Air Conditioning ("HVAC"):** Absent uncontrollable supply issues, Landlord agrees that all existing HVAC systems servicing the Premises will be in "good operating condition" no later than the Commencement Date. Landlord, however, does not warrant that such systems are of sufficient capacity for Tenant's intended use.

(e) **HVAC Preventative Maintenance:** Tenant agrees to enter into a preventative maintenance contract with a reputable HVAC service contractor. The preventative maintenance contract shall, at a minimum, involve semi-annual servicing of the HVAC. Within thirty (30) days of Tenant's Certificate of Occupancy, Tenant agrees to provide Landlord evidence of such a preventative maintenance contract shall provide Landlord with subsequent contracts should Tenant change HVAC service contractors.

(f) **HVAC Repair and Replacement:** To the extent permissible, Landlord shall deliver all HVAC warranties to Tenant and Tenant shall assume all responsibility for the repair and replacement of the HVAC unit servicing the Premises. If warranties are non-transferrable, Landlord and Tenant shall work together to utilize warranty coverage for all necessary repairs or replacements. Tenant shall be responsible for the cost of repair or replacement of the HVAC units (or unit components) that are not covered by warranty. Tenant shall notify Landlord prior to making repairs, and Landlord reserves the right to have its chosen contractor perform the necessary work. Any units to be added by Tenant to address capacity needs for its intended use, shall be approved by Landlord and shall be the sole responsibility of Tenant.

(g) **Municipal Fees.** Landlord shall be responsible for the payment of any initial impact fees, sewer tap fees, and other utility impact fees.

(h) **Force Majeure:** In the event either party shall be delayed or hindered in or prevented from the performance of any covenant, agreement, work, service, or other act required under this Lease to be performed by such party (a "Required Act"), and such delay or hindrance is due to causes entirely beyond its control such as riots, insurrections, martial law, war, fire, flood, earthquake, or other casualty or acts of God (a "Force Majeure Event"), then the affected party shall not be deemed to have breached this Lease and the time period for performance of the Required Act shall be extended by the same number of days in the period of delay. The affected party shall immediately give notice to the other party of the delay, and the specific Force Majeure Event giving rise to the delay, and shall do everything possible to meet its obligations under this Lease and resume performance of the Required Act within the extended timeframe as soon as it is reasonably possible.

Any time periods of closure due to governmental mandates that the Premises be closed due to Covid-19 or other similar disease shall be added to the Term as an extension of the Term. The extension shall be set forth in a written amendment between Landlord and Tenant setting forth the exact amount of the extended Term. If governmental assistance in the form of a grant, or loan (such as loans made through the Paycheck Protection Program) is obtained by the Tenant, then the provisions related to rent reduction or abatement for the period covered by such funding shall be reduced by such funding.

Any additional provisions of this Lease shall be in writing and attached as an addendum hereto.

This Agreement may be executed in counterparts. Facsimile or electronic signatures (e.g., via DocuSign or similar electronic signature method) and sent via e-mail will have the same force and effect as executed originals. Until this Lease is executed on behalf of all parties hereto, it shall be construed as an offer to lease by Tenant to Landlord.

**[Signatures on following page.]**

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above written.

**LANDLORD: Southport Parkway 2, LLC**, a Nebraska limited liability company

8/2/2023

Date

BY:

DocuSigned by:

Willie Douglas

B451BE8F687E4E7...

PRINT/TYPE

NAME/TITLE:

William J. Douglas, Manager

**TENANT: Charred Southport, LLC**, a Nebraska limited liability company (d/b/a Charred Burger + Bar)

July 28, 2023 | 3:05 PM CDT

Date

BY:

DocuSigned by:

Jason Kuhr

CEC61058-5818-4397-A402-9C94C2071D95

PRINT/TYPE

NAME/TITLE:

Jason Kuhr

PERSONAL GUARANTY

As material and valuable consideration for **Southport Parkway 2, LLC**, a Nebraska limited liability company, its successors and assigns (the "Landlord"), to enter into the lease dated \_\_\_\_\_ (the "Lease") with **Charred Southport, LLC**, a Nebraska limited liability company (d/b/a **Charred Burger + Bar**) (the "Tenant"), concerning the Premises described in the Lease, the undersigned (collectively, the "Guarantor") hereby absolutely and unconditionally guarantees to Landlord: (i) prompt and full payment of all rent, expenses, fees and all other financial obligations of Tenant due to Landlord under the Lease; and (ii) prompt and complete performance of all other terms, conditions and covenants of the Tenant under the Lease.

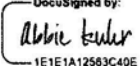
Guarantor hereby waives notice of any default under the Lease and acknowledges and agrees that this Guaranty shall continue notwithstanding any assignment, extension, amendment or modification of, or any forbearance under the Lease, and Guarantor further waives notice of any such assignment, extension, amendment, modification or forbearance. Guarantor intends and agrees that this Guaranty shall remain effective and fully enforceable until full and complete payment and performance of all of Tenant's obligations under the Lease, including any modifications or extensions thereof.

Guarantor further agrees that Landlord may pursue all available remedies relative to this Guaranty without first proceeding against the Tenant. This Guaranty shall be binding upon the heirs, successors and personal representatives of the Guarantor and shall be construed according to Nebraska law. If more than one person or entity executes this Guaranty as Guarantor, the liability and obligation of each shall be joint and several.

Dated: July 28, 2023 | 4:43 PM CDT

DocuSigned by:  
  
EDE523971B70447  
By: \_\_\_\_\_  
Jason Kuhr

2132 S 181st Circle  
\_\_\_\_\_  
Home Address  
Omaha, NE 68130  
\_\_\_\_\_  
City, State, Zip

DocuSigned by:  
  
1E1E1A12563C40E  
By: \_\_\_\_\_  
Abbigail Kuhr

2132 S 181st Circle  
\_\_\_\_\_  
Home Address  
Omaha, NE 68130  
\_\_\_\_\_  
City, State, Zip

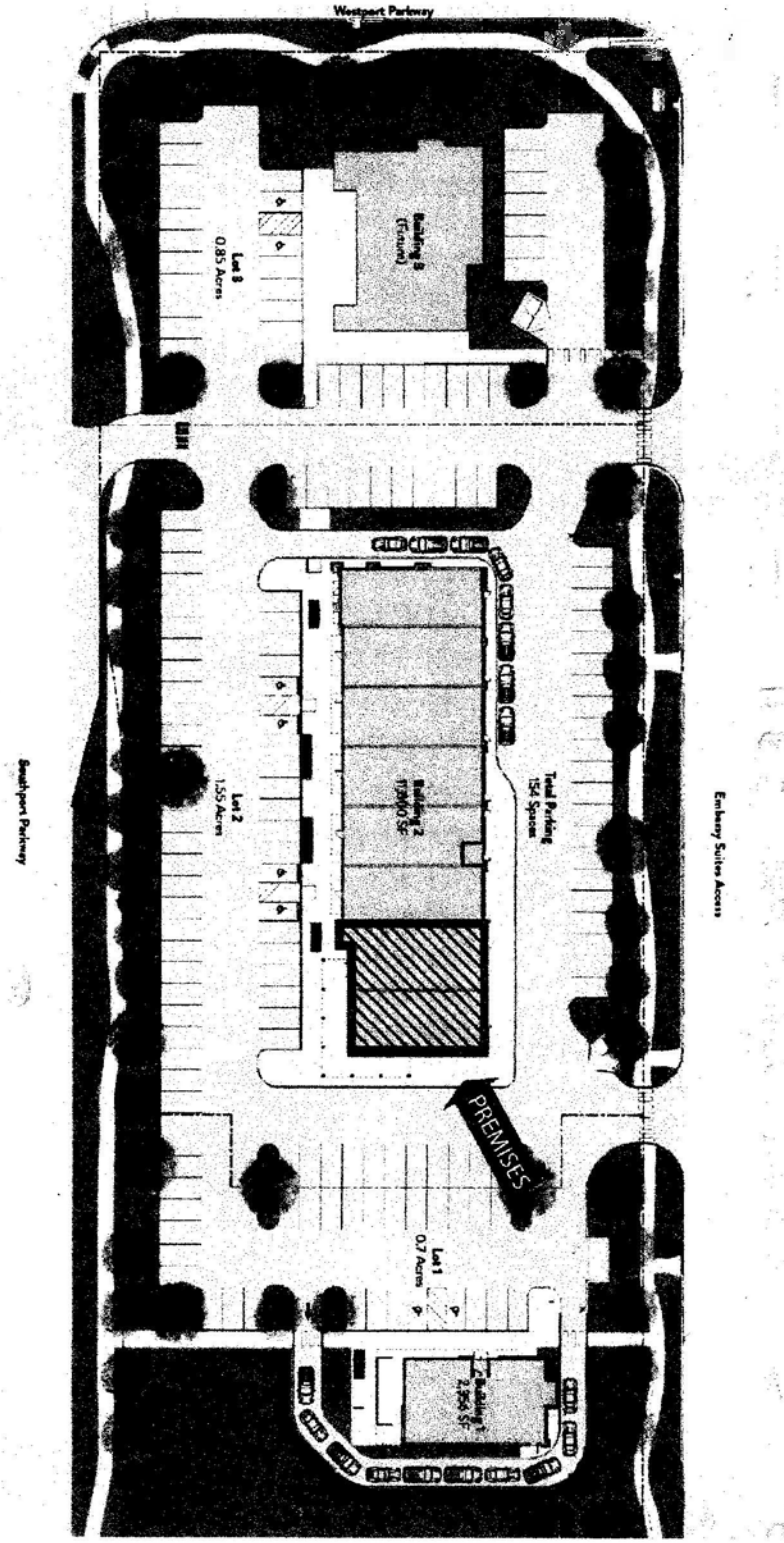
By: \_\_\_\_\_  
Tyler Mohr

\_\_\_\_\_  
Home Address  
\_\_\_\_\_  
City, State, Zip

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

\_\_\_\_\_  
Home Address  
\_\_\_\_\_  
City, State, Zip

EXHIBIT "A"  
OUTLINE OF PREMISES



**EXHIBIT "B"**

**BUILDING RULES AND REGULATIONS**

- A. The entrances, corridors, passages, stairways and elevators shall be under the exclusive control of Landlord and shall not be obstructed or used by Tenant for any other purpose than ingress and egress to and from the Premises; and Landlord shall have the right to control ingress and egress to and from the Building at all times.
- B. Furniture, boxes or other heavy/bulky articles shall be carried by the freight elevator, if applicable, or by the stairways, in such a manner and at such hours as may be directed by Landlord.
- C. Heavy articles shall be placed by Tenant in such places only as may be first specified in writing by Landlord.
- D. Tenant shall not place nor permit to be placed any signs, advertisements or notices in or upon any part of the Building and shall not place merchandise or showcases in front of the Building or on the sidewalks or driveways outside the Building, or in the lobbies, corridors, stairwells or other common areas, without Landlord's express written consent, which may be withheld or conditioned in Landlord's sole discretion.
- E. Tenant shall not place any bumper stickers, or other advertising devices, including vehicles used for billboard purposes, on any vehicle parked in the parking area of the property without Landlord's express written consent, which may be withheld or conditioned in Landlord's sole discretion. Canvassing, soliciting and peddling in the Building are prohibited and Tenant will cooperate in preventing the same.
- F. Tenant shall not install nor operate any engine, boiler, generator, or machinery of any kind, nor carry on any mechanical business in said Premises nor place any explosive therein, nor use any kerosene or oils or burning fluids in the Premises without first obtaining the written consent of Landlord.
- G. All plumbing, electrical and heating, ventilation and air conditioning ("HVAC") work for and in the Premises requires Landlord's written consent to maintain the integrity of the Building's electrical, plumbing and HVAC systems.
- H. If Tenant requires additional wiring connections, Landlord may direct the electricians (procured by Tenant at Tenant's sole expense) as to where the wires are to be introduced and without such direction, no boring or cutting for wiring shall be permitted.
- I. Landlord shall have the right to exclude or eject from the Building animals of every kind (except service animals as defined by the ADA), bicycles, or any other wheeled vehicle except wheelchairs, and all canvassers and other persons who conduct themselves in such a manner as to be, in the judgment of Landlord, an annoyance to the tenants or a detriment to the Building.
- J. No additional locks shall be placed upon any doors of the Premises without first obtaining the written consent of Landlord and Tenant will not permit any duplicate keys to be made. If more than two keys for any door are desired, the additional number shall be paid for by Tenant. Upon termination of this lease Tenant shall surrender all keys of said Premises and of the Building and shall give to Landlord the combination of all locks on any vaults and safes.
- K. Tenant shall not allow any blinds, curtains, filing cases nor other articles to be placed against or near the glass in the partitions between the Premises and the corridors of the Building, without first obtaining the written consent of Landlord.
- L. Tenant shall not attach or hang any curtains, blinds, shades or screens to or in any window or door of the Premises, without Landlord's express written consent. Tenant shall not coat or tint the interior or exterior of any windows without the Landlord's express written consent. Tenant will not place any objects on the windowsills that cause, in Landlord's reasonable opinion, an aesthetically unacceptable appearance.
- M. Smoking and Vaping are prohibited in all areas of the Building, including the Premises, except that Landlord may, in its sole discretion, designate one or more areas on the property where smoking/vaping may be permitted.
- N. All water lines installed within the Premises, including but not limited to ice makers, coffee makers, water lines for refrigerators, water filtrations systems and dishwashers, must be either copper or stainless-steel braided lines and must be installed by a licensed plumbing contractor.
- O. In these Rules and Regulations, "Tenant" includes Tenant's employees, agents, invitees, licensees and others permitted by Tenant to access, use or occupy the Premises.
- P. Landlord shall have the right to make such other and further reasonable rules and regulations as, in the judgment of Landlord, may from time to time be needed for the safety, care and cleanliness and general appearance of the Premises and Building and for the preservation of good order therein.

**TELECOMMUNICATIONS RULES AND REGULATIONS FOR TENANTS**

The following are the guidelines for the use of the telecommunications closets (TC) in the building, if any. These policies shall be followed by all tenants with the only exception being existing conditions in Tenant's lease agreement. If there are any questions about what is allowed or not allowed to be installed in the building TC, please contact Landlord's facility manager.

- A. No tenant owned or leased telecommunications equipment of any kind shall be located in the telecommunications closets (TC), i.e., CATV and/or satellite equipment, or any high-speed internet connections, fiber or copper, PBXs, key service units, hubs, bridges, amplifiers, paging equipment, routers or patch panels. The TC's were not designed to contain computing or communication equipment. Nor will Landlord be held responsible for any damage or theft of tenant equipment in these areas. The TCs were designed to allow the connection to a carrier interface only.
- B. All telecommunications equipment and cabling owned and controlled by Tenant shall be located in Tenant's leased space. This gives Tenant complete control of access to its own equipment for security and maintenance reasons.
- C. All tenant owned equipment, blocks and brackets shall be installed in Tenant's space. If equipment, blocks and brackets are wall mounted, they shall be mounted on a non-combustible, 3/4" plywood backboard, painted with fire retardant paint matching the tenant room décor.
- D. Cable between the TC and tenant's equipment room shall be supported in an approved manner and meet all requirements for fire wall

penetration. Tenant connections to carrier interface in the TC shall be clearly labeled with tenant name and suite number.

E. All Tenant horizontal cabling installed within its leased space shall be installed as per current EIA/TIA 569 standards unless otherwise approved in writing by Landlord or Landlord's facility manager.

F. Upon vacating leased space, all telecommunications wire, cable and equipment shall be removed entirely by the vacating tenant, at the Landlord's discretion. No cables shall be left unterminated at either end or cut off at the wall and abandoned. Any cable or equipment left is to be upon written agreement only between Tenant and the facility manager.

G. All wire and cable installed above ceilings shall be plenum rated, properly supported on their hangers designed specifically for low voltage wire support, or if stricter, the local governing codes for such installations.

H. Tenant shall provide to the facility manager a diagram of Tenant's space showing all cable numbers and locations upon completion of any new cable systems installation.

I. Tenant shall provide to the facility manager a diagram of the existing cabling system showing locations and numbers prior to the space being vacated. This may assist Tenant and the property manager in deciding whether there is any value in leaving the cable system.

#### **TENANT MANAGED CONSTRUCTION RULES AND REGULATIONS**

In order that Tenant-managed construction is performed in a high quality, safe manner and to ensure that the integrity of the building systems and structural components are maintained, and the rights of other tenants are preserved, the following are general rules and requirements for all Tenant-managed construction projects in the Building.

A. Tenant must submit construction drawings (plans and specifications) to Landlord (or Landlord's Managing Agent) for approval a minimum of two (2) weeks prior to commencement of the project.

B. All space plans and construction drawings must be approved in writing by Landlord (or Landlord's Managing Agent) in writing prior to commencement of any construction.

C. Landlord reserves the right to restrict the life safety (sprinkler and fire alarm systems) and HVAC design and construction to its approved design engineers and or contractors.

D. Landlord reserves the right to restrict subcontractor selection for any trade performing work in the building.

E. The contractor shall complete work without disruption from labor disputes and in harmony with other trades and union affiliations.

F. Tenant must submit to Landlord (or Landlord's Managing Agent) the following items prior to the commencement of the project:

- Name, address, contact, and normal and emergency telephone numbers of the general contractor/construction management firm;
- Subcontractor list for approval, including address, contact, and normal and emergency telephone numbers;
- Certificates of Insurance from general contractor in compliance with insurance requirements of the Lease. Tenant, Landlord and Landlord's Managing Agent must be named additional insureds;
- Copies of all required permits and governmental approvals;
- Construction schedule;
- A schedule of values, identifying all contractors and subcontractors supplying services or materials of \$5,000 or more.

G. Tenant must schedule a project meeting with Managing Agent one (1) week prior to commencement of the project. Weekly or bi-weekly project meetings are required for major construction projects. Landlord's construction coordinator may attend meetings as deemed necessary. The construction coordinator must receive a copy of the minutes on a weekly or bi-weekly basis.

H. Independent air balancing of the HVAC system is required before the project is completed.

I. Testing of the sprinkler system and fire protection devices is required one (1) week prior to completion of the project and shall be coordinated with Landlord's Managing Agent.

J. All contractor work shall be performed in accordance with applicable laws and Landlord's rules and regulations for such work as well as Landlord's rules and regulations for the building and grounds.

K. Tenant's work shall be performed in such a manner and at such times as required so as not to disrupt the operation of the building and the normal operation of other tenants of the building. This shall include but not be limited to noise, vibration, odors, dust, obstruction of the common areas, use of elevators for movement of materials, etc.

L. All finishing work involving materials that emit offensive odors shall be performed during non-business hours in such a manner that any odors are evacuated from the building prior to normal business hours or at an off-site location. Tenant shall coordinate any such work with Landlord's Managing Agent.

M. Tenant shall be required to obtain and submit to Landlord final unconditional lien waivers from all general contractors, sub-contractors and material suppliers who provide materials or perform work in excess of \$5,000.00.

**EXHIBIT "C"**  
**TENANT SIGNAGE**

**EXTERIOR SIGN SPECIFICATIONS**

1. Signs shall be store and business name identification signs only. Placement of signs on building shall be by Landlord's consent and discretion. Sign copy shall be limited to the proper business name of the tenant.
2. Signs must be approved by the Landlord before manufacturing is begun or permits are executed.
3. The sign must not exceed 80% of bay width.
4. All signs shall be centered vertically and horizontally on allocated sign area.
5. Signs shall be individual channelized lettering attached to a raceway painted to match the exterior facade of the Building.
6. Corporate logos shall be allowed at Landlord's discretion and shall remain within the sign requirements.
7. Revisions to, or deviations from, these specifications and conditions, including re-allocation or relocation of assigned sign area shall be at Landlord's discretion.
8. No flashing or strobing signs.

**SIGN MANUFACTURING REQUIREMENTS**

1. Only sign vendors approved by the Landlord shall be allowed to manufacture and install any exterior signage.
2. All signs shall be centered vertically and horizontally on allocated sign area.
3. All signage shall be individual channelized lettering attached to a raceway painted to match the exterior facade of the Building.

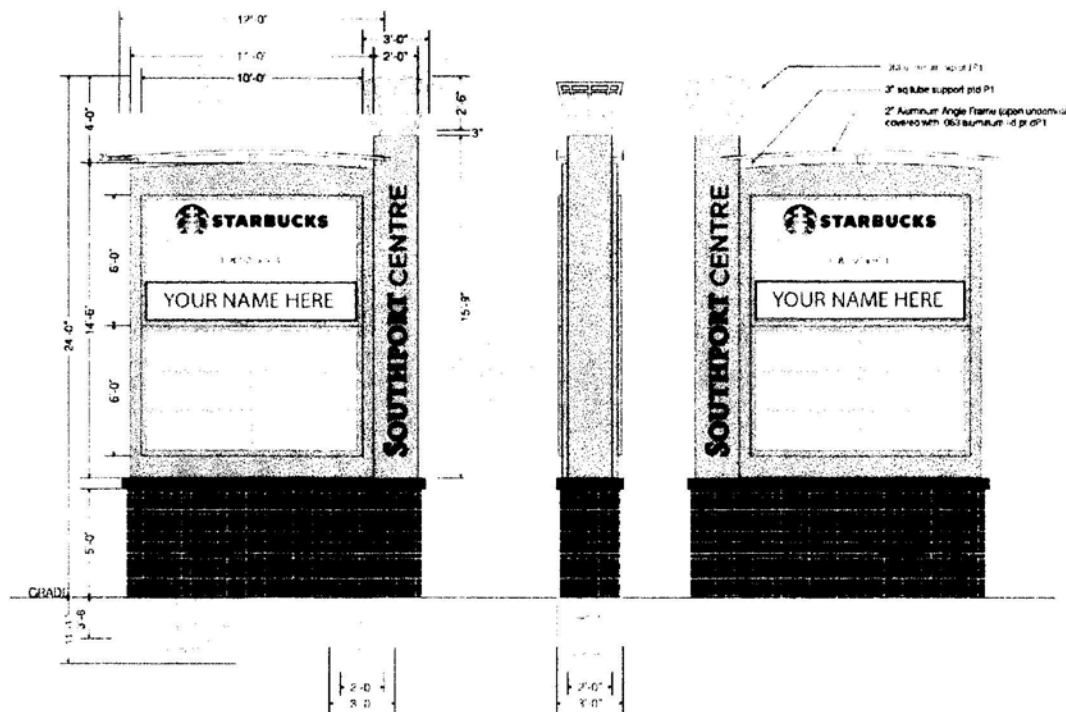
**SUBMITTALS AND APPROVAL**

1. Approval of sign drawings for Tenant's lease premises does not constitute approval of manufacturing and installation. Landlord's written approval of Tenant's proposed sign drawings is required.
2. Tenant shall submit drawings and specifications for all proposed sign work. Two (2) sets of drawings shall be submitted to Landlord. The drawings shall clearly show proposed graphics, logos, colors and position of sign on the building elevation.
3. Landlord shall return one (1) set of the sign drawings to the Tenant marked "Approved", "Approved as Noted", or "Disapproved". Drawings marked "Approved" or "Approved as Noted" and returned to Tenant shall be needed to obtain a sign permit from the city. The city will not approve the sign permit without a drawing marked with Landlord's approval. Drawings that have been marked as "Disapproved" are to be redesigned and resubmitted to the Landlord for approval. The Landlord will retain one (1) set of drawings.
4. No signage shall be manufactured or installed until the Landlord has returned a set of drawings marked as "Approved" or "Approved as Noted."
5. All permit applications shall be submitted and signed by the Landlord prior to being sent to the City of La Vista.




## EXHIBIT "D"

## CENTER IDENTIFICATION SIGNAGE



## LEGEND

 Tenant has right to place signage in the indicated space

D/F MONUMENT SIGN  
Scale 1/8" = 1'

## LIGHT FIXTURE

FRAME: 1" SQ TUB

ALUM. OR

FACES: RICH TUB BACKED W/WHITE ACRYLIC

PAINT (P)

LED TUB

## PILLAR

FRAME: ANG ALUM

FACE: RICH TUB

LETTERS: 1" WHITE PUSH-THRU

VINYL OVERLAY (V)

## FOOTING

12" TO 14" DIA. STEEL PIER

2" DIA. OF CIRCULAR CONCRETE FOOTINGS

VI MP 30136 BR ALUM

Southport 126th & Southport Pkwy		
726 2214	Gabriel Ryan	
32729c	Heidi Clausen	

**SIGNWORKS INC.**  
A Family Tradition of Quality Signs Since 1935



## **Business Plan**

---

**12434 Southport Parkway  
La Vista NE, 68128  
[www.charredburgers.com](http://www.charredburgers.com)**

### ***Business Plan Executive Summary***

Charred Burger + Bar is a local, casual, full service restaurant. Established in 2017 in Omaha, Nebraska by Jason Kuhr and Tyler Mohr. At Charred we strive to give our guests the best service and food that we possibly can. Our

Mission is simple, to create an amazing experience for our guests. We do this: by using superior ingredients, to making wonderfully tasting food and drinks; by employing proper serving techniques to create that amazing guest experience; and by having a structured and a fun place for our employees to work, and everyone knows that a happy employee makes a happy guest.

Since opening in April of 2017 in Omaha and April 2021 in Lincoln, Charred has built an excellent relationship with the Omaha and Lincoln residents alike. As a company we look forward to building such relationships again in La Vista with our new store in the Southport Development. We are excited to replicate our current full-service concept to add another local option to what such a wonderful area is already.

We will replicate our current model of full-service restaurants in Omaha and Lincoln and will provide approximately 40 jobs. Our vision is to recreate the Charred concept and bring multiple locations to both Lincoln and Omaha. With the ultimate goal of providing franchising opportunities. There is nothing that would please us more than being able to provide the means to help a young entrepreneur realized their own dreams.

We are very proud of what we have done with the Charred concept and hope that you will help us realize our dreams to serve and provide jobs to the communities that we are in.

Thank you for your consideration:

Jason Kuhr and Tyler Mohr

<b>Business Name</b>	Charred Burger + Bar
<b>Company Mission Statement</b>	To provide our guests with phenomenal value through great food and service.
<b>Company Philosophy/ Vision</b>	To give the best service and food to the communities we are in and serve.
<b>Target Market</b>	Anyone who loves a great burger.
<b>Industry/ Competitors</b>	<ol style="list-style-type: none"> <li>1. Red Robin</li> <li>2. McDonalds</li> <li>3. Five Guys</li> </ol>
<b>Legal Structure</b>	LLC
<b>Company History</b>	Jason Kuhr and Tyler Mohr are the managing members and Charred was started in April of 2017.
<b>Strengths/Core Competencies</b>	Great Food. Great. Drinks. Great Service. Great Atmosphere.
<b>Challenges</b>	Get, Train and Grow successful staff members.
<b>Company Goals/Plans</b>	To own and operate multiple location and franchise when available.

## Yates, Hannah

---

**From:** Jason Kuhr <jason@ambrosiarestaurantgroup.com>  
**Sent:** Monday, February 5, 2024 12:41 PM  
**To:** Yates, Hannah  
**Subject:** Re: 126266 Charred Burger & Bar - NEW APPLICATION

You don't often get email from jason@ambrosiarestaurantgroup.com. [Learn why this is important](#)  
Hannah

The lease commencement date was 9/01/2023. As for the background check, we have fingerprint cards on file from less than 2 years ago for another liquor license for O&H OPP LLC. I was told we did not need to pay the \$45.25 fee to the State Patrol because of that. Please confirm if that is correct or if I still need to make that payment.

Thanks

Jason

---

**From:** Yates, Hannah <Hannah.Yates@nebraska.gov>  
**Sent:** Monday, February 5, 2024 11:37 AM  
**To:** jason@ambrosiarestaurantgroup.com <jason@ambrosiarestaurantgroup.com>  
**Subject:** 126266 Charred Burger & Bar - NEW APPLICATION

Your liquor license application has been received and has been assigned to me for processing.

This process takes about 60 – 90 days to complete **once all application items are received.**

Upon initial review, the following items need to be submitted or corrected:

1. **I need your lease commencement date.**

**Please include the liquor license number and/or name of your business on all communications.**

**\*\*\*BE SURE THAT YOU HAVE PAID THE FEE FOR THE BACKGROUND CHECK TO THE NEBRASKA STATE PATROL.**

**YOUR APPLICATION WILL NOT PROCEED UNTIL THE BACKGROUND CHECK FEE HAS BEEN PAID TO THE NEBRASKA STATE PATROL\*\*\***

I will be performing a more indepth review of your application in the next few business days. I will let you know if I have any questions or need further information.

If you have any questions feel free to contact me at [Hannah.yates@nebraska.gov](mailto:Hannah.yates@nebraska.gov) or 402.471.2735.

Thank you,

**Hannah Yates**

Licensing Division Specialist  
Nebraska Liquor Control Commission  
(402) 471-2735  
(402) 471-2814 fax  
301 Centennial Mall South  
Lincoln, NE 68509-5046  
[www.lcc.nebraska.gov](http://www.lcc.nebraska.gov)