

H

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 THE CLASS I LIQUOR LICENSE APPLICATION FOR VAL LIMITED DBA VALENTINO'S, LA VISTA, NEBRASKA.

WHEREAS, Val Limited dba Valentino's, 7202 Giles Road, Bay 9, La Vista, Sarpy County, Nebraska, has applied to the Nebraska Liquor Control Commission for a Class I Liquor License, and

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, hereby recommend to the Nebraska Liquor Control Commission approval of the Class I Liquor License application submitted by Val Limited dba Valentino's, 7202 Giles Road, Bay 9, La Vista, Sarpy County, Nebraska.

PASSED AND APPROVED THIS 1ST DAY OF OCTOBER, 2013.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk



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

TO: Pam Buethe, City Clerk

FROM: Chief Robert S. Lausten

DATE: September 10, 2013

RE: LOCAL BACKGROUND- CORPORATE LIQUOR LICENSE-
CORPORATE MANAGER-VALENTINO'S 7202 GILES ROAD

CC:

The police department conducted a check of computerized records on the Corporate Liquor License applicants, Anthony Messineo and A. Michael Alesio, regarding the Liquor License application for the La Vista Valentino's. There is no local history.

A check was also conducted on the applicant for the Corporate Manager Application, Raymond O'Connor, for criminal conduct in Sarpy County. No criminal entries were found.

► RECEIPT

9/5/2013

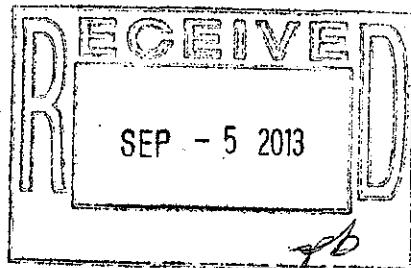
From: Jackie B Matulka – jackie.matulka@nebraska.gov
Phone: (402) 471 – 4881
Fax: (402) 471 – 2814
Nebraska Liquor Control Commission

To: City Clerk of La Vista – pbuethe@cityoflavista.org
App Info: Val Limited DBA Valentino's
Class I 105084

PLEASE COMPLETE THE BOTTOM SECTION IMMEDIATELY UPON RECEIPT OF THIS APPLICATION

SIGN AND DATE STAMP THIS RECEIPT AND EITHER FAX OR EMAIL THIS FORM BACK

--THANK YOU



DATE OF RECEIPT

Pamela A. Bueche

SIGNATURE

RECOMMENDATION OF THE NEBRASKA LIQUOR CONTROL COMMISSION

Date delivered from NLCC office: September 5, 2013

JBM

Clerk of _____
(City, Village or County)

Nebraska, hereby report to the Nebraska Liquor Control Commission in accordance with Revised Statutes of Nebraska, Chapter 53, Section 134 (7) the recommendation of said city, village or county, as the case may be relative to the application for a license under the provisions of the Nebraska Liquor Control Act as applied for by:

Val Limited DBA Valentino's

7202 Giles Road, Bay 9, La Vista, NE 68128 (Sarpy County)

NEW APPLICATION for Class I 105084

45 days – October 21, 2013

1. Notice of local hearing was published in a legal newspaper in or of general circulation in city, village or county, one time not less than 7 nor more than 14 days before time of hearing.

Check one: Yes _____ No _____

The Statutes require that such hearing shall be held not more than 45 days after the date of receipt of this notice from the Commission.

2. Local hearing was held not more than 45 days after receipt of notice from the Nebraska Liquor Control Commission.

Check one: Yes _____ No _____

3. Date of hearing of Governing Body: _____

4. Type or write the Motion as voted upon by the Governing Body. If additional Motions are made by the Governing Body, then use an additional page and follow same format.

5. Motion was made by: _____ Seconded by: _____

6. Roll Call Vote: _____

7. **Check one:** Motion Passed: _____ Motion Failed: _____

8. If the motion is for recommendation of denial of the applicant, then list the reasons of the governing body upon which the motion was made.

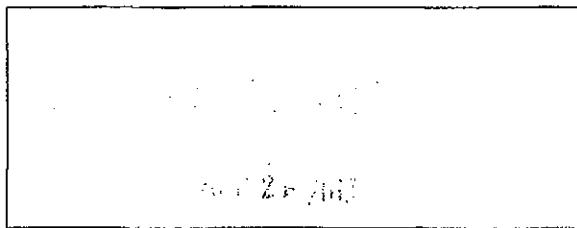
(Attached additional page(s) if necessary)

SIGN HERE _____ **DATE** _____
(Clerks Signature)

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
Website: www.lcc.ne.gov

QA
New



Applicant Name Val Limited

Trade Name Valentino's Previous Trade Name n/a

E-Mail Address: sbowen@valscorp.com

105084

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 state.

7-5-13 entered into
database

REQUIRED ATTACHMENTS

Each item must be checked and included with application or marked N/A (not applicable)

1. Fingerprint cards for each person (two cards per person) must be enclosed with a check payable to the Nebraska State Patrol for processing in the amount of \$38.00 per person. All areas must be completed on cards as per brochure. To prevent the delay in issuing your license, we strongly suggest you go to any Nebraska State Patrol office. See fingerprint brochure <http://www.lcc.ne.gov/brochures/fingerprint.pdf>.

2. Enclose application fee of \$400, check made payable to the Nebraska Liquor Control Commission.

3) Enclose the appropriate application forms;
Individual License (requires insert form 1)
Partnership License (requires insert form 2)
Corporate License (requires insert form 3a & 3c)
Limited Liability Company (LLC) (requires form 3b & 3c)

4. If building is being leased send a copy of signed lease. Be sure the lease reads in the name of the individual(s), corporation or Limited Liability Company making application. Lease term must run through the license year being applied for.

n/a 5. If building is owned or being purchased send a copy of the deed or the applicant.

n/a 6. If buying the business of a current liquor license holder:
a) Provide a copy of the purchase agreement from the seller (mu



1300019850

OK 70060
400-1111

RECEIVED
RECEIVED

- b) Provide a copy of alcohol inventory being purchased (must include brand names and container size)
- c) Enclose a list of the assets being purchased (furniture, fixtures and equipment)

n/a 7. If planning to operate on current liquor license; enclose Temporary Operating Permit (T.O.P.)(form 125).

n/a 8. Enclose a list of any inventory or property owned by other parties that are on the premise.

9. For citizenship, residency and voter registration requirements see enclosed brochure.

10. Corporation or Limited Liability Company must enclose a copy of articles of incorporation; as filed with the Secretary of State's Office. This document must show barcode.

11. Submit a copy of your business plan. *Valentino's is an Italian food To Go Restaurant with service of beer and wine*

I acknowledge that this application is not a guarantee that a liquor license will be issued to me, and that the average processing period is 60 days. Furthermore, I understand that all the information is truthful and I accept all responsibility for any false documents.

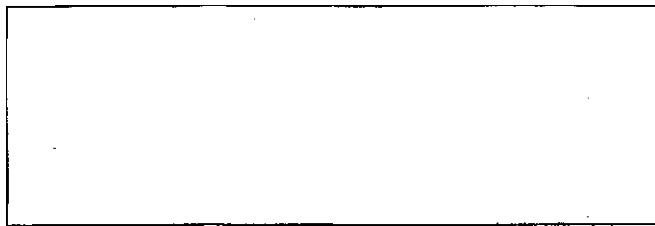
Sharon Bowen
Signature

August 21 2013
Date

Raymond O'Connor not a
registered voter

APPLICATION FOR LIQUOR LICENSE RETAIL

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



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

RETAIL LICENSE(S)

Application Fee \$400 (non refundable)

- A BEER, ON SALE ONLY
- B BEER, OFF SALE ONLY
- C BEER, WINE, DISTILLED SPIRITS, ON AND OFF SALE
- D BEER, WINE, DISTILLED SPIRITS, OFF SALE ONLY
- I BEER, WINE, DISTILLED SPIRITS, ON SALE ONLY
- AB BEER, ON AND OFF SALE
- AD BEER ON SALE ONLY, BEER, WINE, DISTILLED SPIRITS OFF SALE
- IB BEER, WINE, DISTILLED SPIRITS ON SALE, BEER OFF SALE ONLY
- ID BEER, WINE, DISTILLED SPIRITS ON AND OFF SALE

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

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

Class C license term runs from November 1 – October 31

All other licenses run from May 1 – April 30

Catering license (K) expires same as underlying retail license

CHECK TYPE OF LICENSE FOR WHICH YOU ARE APPLYING

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

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

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

Name n/a Phone number: _____

Firm Name _____

PREMISE INFORMATIONTrade Name (doing business as) Valentino'sStreet Address #1 7202 Giles Road Bay 9

Street Address #2 _____

City Lavista County Sarpy Zip Code 68128Premise Telephone number 402 596-0100 E-mail n/aIs this location inside the city/village corporate limits: YES NOMailing address (where you want to receive mail from the Commission) Valentino'sName Valentino'sStreet Address #1 2601 South 70th Street

Street Address #2 _____

City Lincoln State NE Zip Code 68506**DESCRIPTION AND DIAGRAM OF THE STRUCTURE TO BE LICENSED****READ CAREFULLY**

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

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

Length _____ feet

Width _____ feet

Is there a basement? Yes No

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

See attached sheet

APPLICANT INFORMATION

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

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

YES NO

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

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

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

YES NO

If yes, give name of business and liquor license number _____

- a) Submit a copy of the sales agreement
- b) Include a list of alcohol being purchased, list the name brand, container size and how many
- c) Submit a list of the furniture, fixtures and equipment

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

YES NO

If yes, give name and license number _____

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

YES NO

If yes:

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

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

YES NO

If yes, list the lender(s) Frontier Bank 8380 Glynoaks, Lincoln, NE 68516

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

YES NO

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

No silent partners

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

YES NO

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

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

YES NO

If yes, provide name and address of such institution and where it is located in relation to the premises (Neb. Rev. Stat. 53-177)(1)

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

YES NO

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

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

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

Frontier Bank Anthony O. Messineo, Jr., A. Michael Alesio
President Exec. V.P.

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.

Present - All Val Limited Companies

3457 Holdrege, Lincoln Class "A"
5022 South 108th, Omaha Class "I"
MESAL - On the Go, Lincoln Class "B"
10190 Maple, Lincoln Class "C"
2701 South 70, Lincoln Class "C"
Premier Catering-Train Station

Old-non existent

Florence, NE
Des Moines, Iowa
Albuquerque, NM
Nebraska City, NE Class "A"
Omaha 8429 Center Class "J"
Bellevue 1301 Ft Crook Road "J"
Grand Island, NE Class "J"
232 N. 13, Lincoln Class "C"
2505 S. 132, Omaha Class "C"

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

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

Applicant Name	Date Trained (mm/yyyy)	Name of program where trained (name, city)
Anthony O. Messineo, Jr	Past training	Lincoln, NE
A. Michael Alesio	with many years of experience	Lincoln, NE

13. If the property for which this license is sought is owned, submit a copy of the deed, or proof of ownership. If leased, submit a copy of the lease covering the entire license year. Documents must show title or lease held in name of applicant as owner or lessee in the individual(s) or corporate name for which the application is being filed.

Lease: expiration date May 31, 2033 with two 5-year option periods
 Deed
 Purchase Agreement 5-31-2023 lease applies
in writing & 5-year renewal option
page 10 of 13 in lease (i)

14. When do you intend to open for business? August 2013

15. What will be the main nature of business? Sale of Italian Food

16. What are the anticipated hours of operation? 11 a.m. to 11 p.m. daily

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

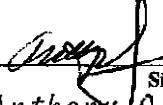
RESIDENCES FOR THE PAST 10 YEARS, APPLICANT AND SPOUSE MUST COMPLETE					
APPLICANT: CITY & STATE	YEAR		SPOUSE: CITY & STATE	YEAR	
	FROM	TO		FROM	TO
Anthony O. Messineo, Jr.	2001	Present	Carmen J. Messineo	2001	Present
A. Michael Alesio	2002	Present			

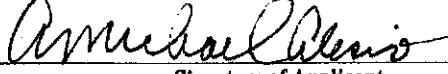
If necessary attach a separate sheet.

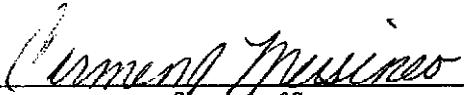
The undersigned applicant(s) hereby consent(s) to an investigation of his/her background and release present and future records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant(s) and spouse(s) waive(s)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

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

Must be signed in the presence of a notary public by applicant(s) and spouse(s). See guideline for required signatures.
<http://www.lcc.ne.gov/pdfs/New%20Application%20Guideline.pdf>


Signature of Applicant
Anthony O. Messineo, Jr.


Signature of Applicant
A. Michael Alesio


Signature of Spouse
Carmen J. Messineo

Signature of Spouse

Signature of Applicant

Signature of Spouse

Signature of Applicant

Signature of Spouse

Signature of Applicant

Signature of Spouse

ACKNOWLEDGEMENT

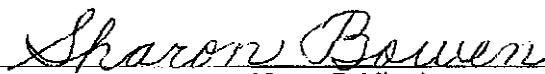
State of Nebraska

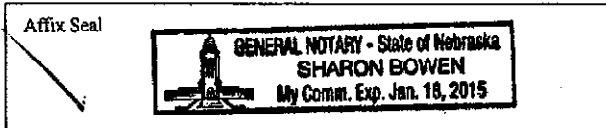
County of Lancaster

The foregoing instrument was acknowledged before me this

August 21, 2013
date

by Anthony O. Messineo, Jr., and A. Michael Alesio
Carmen J. Messineo name of person acknowledged


Notary Public signature



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

MANAGER APPLICATION
INSERT - FORM 3c

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

Office Use

Corporate manager, including their spouse, are required to adhere to the following requirements

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

Corporation/LLC information

Name of Corporation/LLC: Val Limited

Premise information

Premise License Number: _____ (if new application leave blank)

Premise Trade Name/DBA: Valentino's

Premise Street Address: 7202 Giles Road Bay 9

City: LaVista State: Nebraska Zip Code: 68128

Premise Phone Number: 402 596-0100

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

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

Manager's information must be completed below PLEASE PRINT CLEARLY

Signed, prints, BC

AUG 26 2013

Gender: MALE FEMALE

Last Name: O'Connor Jr First Name: Raymond MI: C

Home Address (include PO Box if applicable): 960 N 32 Rd

City: Otoe County: Otoe Zip Code: 68417

Home Phone Number: Business Phone Number:

Social Security Number: Drivers License Number & State:

Date Of Birth: Place Of Birth: Lincoln NE

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

YES

NO

Spouse's information

Signed, Spousal

Spouse's Last Name: O'Connor First Name: Connie MI: K

Social Security Number: Driver's License Number & State: Monroe NE

Date Of Birth: Place Of Birth: Syracuse, NE

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

APPLICANT

SPOUSE

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Ashland NE	1994	2005	Ashland NE	1994	2005
Otoe NE	2005	2013	Otoe NE	2005	2013

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM	TO	NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
79	13	Valentino's	Tony Messina	402 434-9350

1. **READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.** Must be completed by both applicant and spouse, unless spouse has filed an affidavit of non-participation.

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

YES NO

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

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

2. Have you or your spouse ever been approved or made application for a liquor license in Nebraska or any other state? YES NO
IF YES, list the name of the premise.

3. Do you, as a manager, qualify under Nebraska Liquor Control Act (§53-131.01) and do you intend to supervise, in person, the management of the business? YES NO

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

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

I have been working for Valentino's for over 30 yrs. and have managed all locations that serve liquor.

PERSONAL OATH AND CONSENT OF INVESTIGATION

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

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

The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate, or fraudulent.

Raymond O'Connor Jr.

Signature of Manager Applicant

Connie O'Connor

Signature of Spouse

ACKNOWLEDGEMENT

State of Nebraska

County of Lancaster The foregoing instrument was acknowledged before me this

August 19 2013 date

by Raymond O'Connor Jr. name of person acknowledged
& Connie O'Connor

Sharon Bowen

Notary Public signature

Affix Seal	
------------	--

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

**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.ne.gov

Office Use

I acknowledge that I am the spouse of a liquor license holder. My signature below confirms that I will have not have any interest directly or indirectly in the operation or profit of the business (§53-125(13)) of the Liquor Control Act. I will not tend bar, make sales, serve patrons, stock shelves, write checks, sign invoices or represent myself as the owner or in any way participate in the day to day operations of this business in any capacity. I understand my fingerprint will not be required; however, I am obligated to sign and disclose any information on all applications needed to process this application.

Connie O'Connor

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

State of Nebraska

County of Lancaster

August 19, 2013 date by

Connie O'Connor

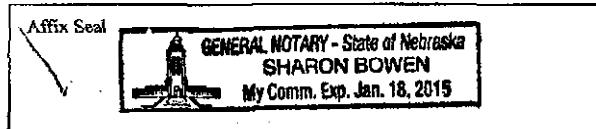
Printed name of spouse asking for waiver

The foregoing instrument was acknowledged before me this

Connie O'Connor

name of person acknowledged

Sharon Bowen
Notary Public signature



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

Raymond O'Connor Jr

Signature of individual involved with application
(Spouse of individual listed above)

Raymond O'Connor Jr

Printed name of applying individual

State of Nebraska

County of Lancaster

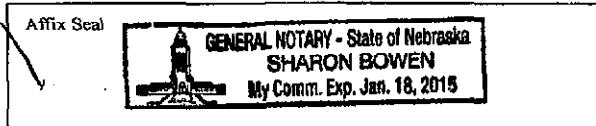
August 19, 2013 date by

The foregoing instrument was acknowledged before me this

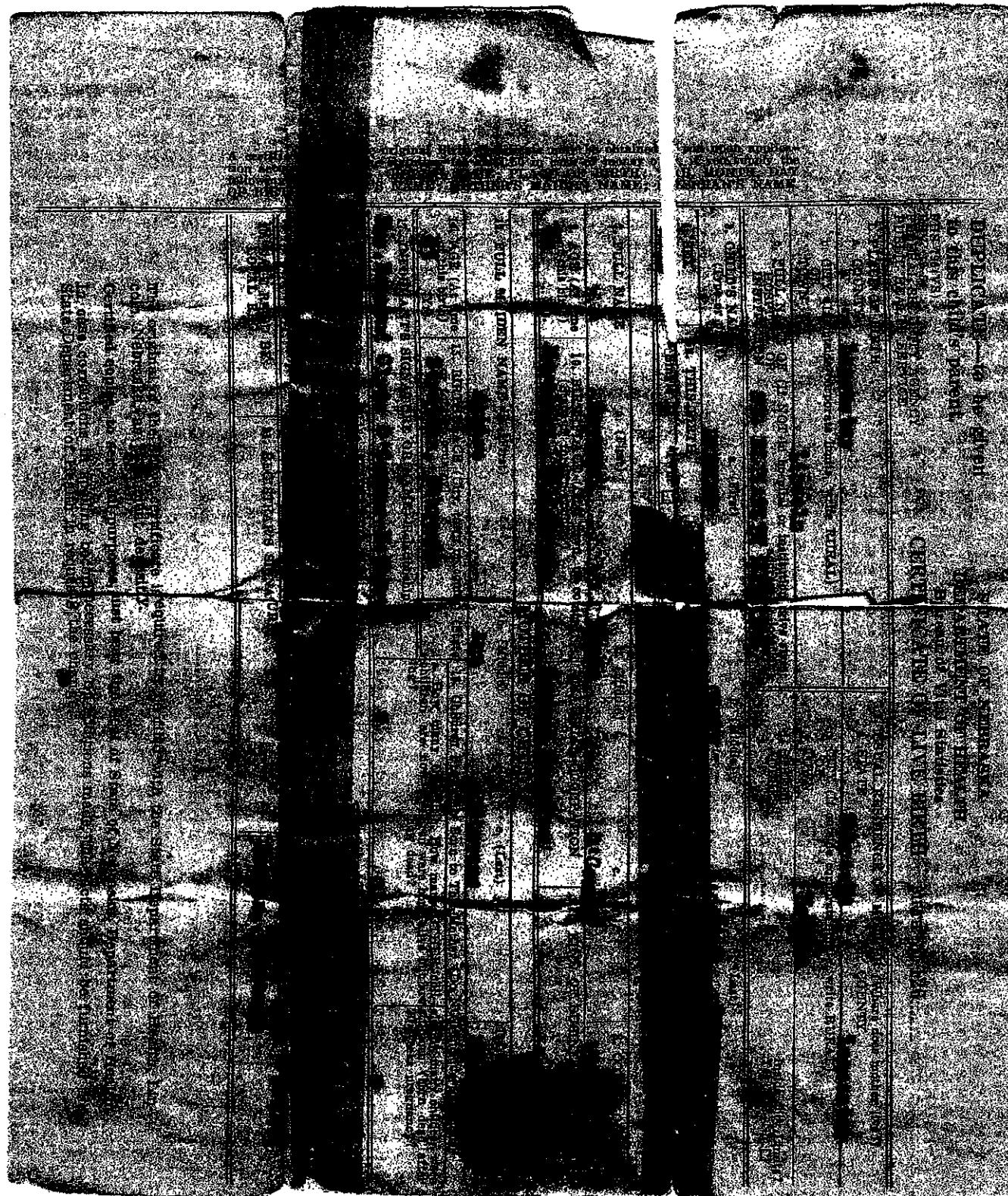
Raymond O'Connor

name of person acknowledged

Sharon Bowen
Notary Public signature



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



**APPLICATION FOR LIQUOR LICENSE
CORPORATION
INSERT - FORM 3a**

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

Office Use

Officers, directors and stockholders holding over 25% shares of stock, including spouses, are required to adhere to the following requirements:

- 1) All officers, directors and stockholders must be listed
- 2) President/CEO and stockholders holding over 25% and their spouse(s) (if applicable) must submit fingerprints (2 cards per person)
- 3) Officers, directors and stockholders holding over 25 % shares of stock and their spouse (if applicable) must sign the signature page of the Application for License form 100 (even if a spousal affidavit has been submitted)

Attach copy of Articles of Incorporation (Articles must show barcode receipt by Secretary of States Office)

Name of Registered Agent: A. Michael Alesio

Name of Corporation that will hold license as listed on the Articles

Val Limited

Corporation Address: 2601 South 70th Street

City: Lincoln State: NE Zip Code: 68506

Corporation Phone Number: 402 434-9350 Fax Number 402 434-9325

Total Number of Corporation Shares Issued: 67,520

Name and notarized signature of President/CEO (Information of president must be listed on following page)

Last Name: Messineo, Jr. First Name: Anthony MI: O.

Home Address: 6730 Park Crest Court City: Lincoln

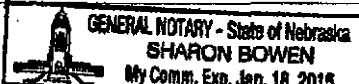
State: NE Zip Code: 68506 Home Phone Number: 402 489-0231

Anthony O. Messineo, Jr.
Signature of President/CEO

ACKNOWLEDGEMENT

State of Nebraska
County of Lancaster The foregoing instrument was acknowledged before me this

August 21, 2013 by Anthony O. Messineo, Jr.
Date
name of person acknowledge

Affix Seal	 <p>GENERAL NOTARY - State of Nebraska SHARON BOWEN My Comm. Exp. Jan. 18, 2016</p>
------------	---

List names of all officers, directors and stockholders including spouses (even if a spousal affidavit has been submitted)

Last Name: Messineo, Jr. First Name: Anthony MI: O.

Social Security Number: _____ Date of Birth: _____

Title: President Number of Shares 55%

Spouse Full Name (indicate N/A if single): Carmen J. Messineo

Spouse Social Security Number: _____ Date of Birth: 11-0-11

*signed
1/17/11*

*signed
Spouse*

*Voter reg
Cynthia*

Last Name: Alesio First Name: A. MI: Michael

Social Security Number: _____ Date of Birth: _____

Title: Exec. Vice-President Number of Shares 45%

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

Spouse Social Security Number: _____ Date of Birth: _____

Last Name: Thomas First Name: Duane MI: L.

Social Security Number: _____ Date of Birth: _____

Title: Secretary - Treasurer Number of Shares -0-

Spouse Full Name (indicate N/A if single): Julaine E. Thomas

Spouse Social Security Number: _____ Date of Birth: _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Title: _____ Number of Shares _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Is the applying corporation controlled by another corporation/company?

YES NO

If yes, provide the following:

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

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

Starting Date: January 1 Ending Date: December 31

Is this a Non-Profit Corporation?

YES NO

If yes, provide the Federal ID # _____

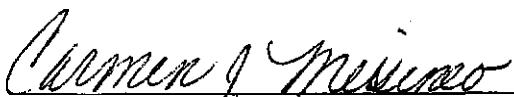
In compliance with the ADA, this corporation insert form 3a is available in other formats for persons with disabilities.
A ten day advance period is requested in writing to produce the alternate format.

SPOUSAL AFFIDAVIT OF NON PARTICIPATION INSERT

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

Office Use

I acknowledge that I am the spouse of a liquor license holder. My signature below confirms that I will have not have any interest, directly or indirectly in the operation or profit of the business (§53-125(13)) of the Liquor Control Act. I will not tend bar, make sales, serve patrons, stock shelves, write checks, sign invoices or represent myself as the owner or in any way participate in the day to day operations of this business in any capacity. I understand my fingerprint will not be required, however, I am obligated to sign and disclose any information on all applications needed to process this application.



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

State of Nebraska

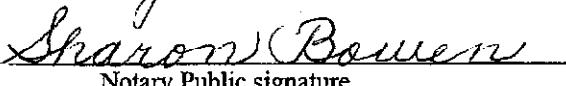
County of Lancaster

The foregoing instrument was acknowledged before me this

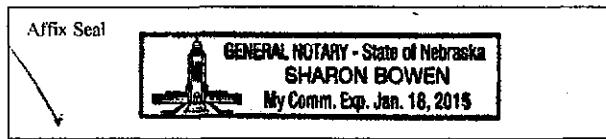
August 21, 2013 by Carmen J. Messineo

date

name of person acknowledged



Notary Public signature



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



Signature of individual involved with application
(Spouse of individual listed above)

State of Nebraska

County of Lancaster

Anthony O. Messineo, Jr.

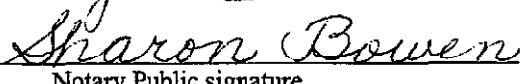
Printed name of applying individual

The foregoing instrument was acknowledged before me this

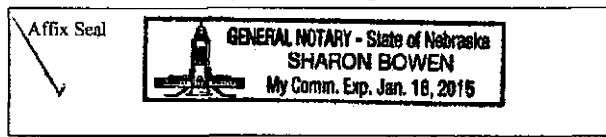
August 21, 2013 by Anthony O. Messineo, Jr.

date

name of person acknowledged



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.



Search Your Voter
Registration Information



Search Your Polling
Place



Search Your
Provisional Ballot



Search Your
Absentee Ballot

Registrant Detail

Name	Anthony Messineo Jr
Party	Republican
Polling Place	Gere Branch Library 2400 S 56th St (Meeting Room on South side) Lincoln, NE 68506

Districts

District Name	District Type
Lincoln Public Schools	School District
Southeast Com College Dist 5	Community College District
Southeast Com College At Large	Community College District
U.S. Congressional District 1	U.S. Congressional District
Appeals Court Judge Dist 1	Judge of Appeals Court Dist.
County Judge Dist 3	Judge of County Court Dist.
District Judge, Dist 3	Judge of District Court Dist.
Juv Crt Judge, Lancaster Co.	Judge of Juvenile Court
Supreme Court Judge Dist 1	Judge of Supreme Court Dist.
Legislative District 28	Legislative District
Lower Platte South NRD SubD 8	Natural Resources District
PSC District 1	Public Service Comm District
Board of Regents District 1	Board of Regents
Lincoln City Council DIST 02	City Council (Ward)
Mayor of Lincoln	Mayor
County Commissioner DIST 04	County Board (Commiss./Superv)
LPS School Board DIST 02	School Board Ward
State Board of Education Dist1	State Board of Education
City of Lincoln	City Council (Ward)
Lower Platte South NRD At Larg	Natural Resources District

Información en español
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OK



**Search Your Voter
Registration
Information**



**Search Your Polling
Place**



**Search Your
Provisional Ballot**



**Search Your
Absentee Ballot**

Registrant Detail

Name	A Michael Alesio
Party	Nonpartisan
Polling Place	Lincoln Christian Elementary School 83rd & Old Cheney Rd (East Door -> Room near Office) Lincoln, NE 68516

Districts

District Name	District Type
Lincoln Public Schools	School District
Southeast Com College Dist 5	Community College District
Southeast Com College At Large	Community College District
U.S. Congressional District 1	U.S. Congressional District
Appeals Court Judge Dist 1	Judge of Appeals Court Dist.
County Judge Dist 3	Judge of County Court Dist.
District Judge, Dist 3	Judge of District Court Dist.
Juv Cr Judge, Lancaster Co.	Judge of Juvenile Court
Supreme Court Judge Dist 1	Judge of Supreme Court Dist.
Legislative District 25	Legislative District
Lower Platte South NRD SubD 4	Natural Resources District
PSC District 1	Public Service Comm District
Board of Regents District 1	Board of Regents
Lincoln City Council DIST 02	City Council (Ward)
Mayor of Lincoln	Mayor
County Commissioner DIST 04	County Board (Commiss./Superv)
LPS School Board DIST 05	School Board Ward
State Board of Education Dist1	State Board of Education
City of Lincoln	City Council (Ward)
Lower Platte South NRD At Larg	Natural Resources District

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Nebraska Secretary of State

- John A. Gale

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Entity Name

VAL LIMITED

Principal Office Address

2601 S 70TH
LINCOLN, NE 685010000

Nature of Business

RESTAURANT

Entity Type

Domestic Corp

Registered Agent and Office Address

A. MICHAEL ALESIO
2601 SOUTH 70TH STREET
LINCOLN, NE 68506

SOS Account Number

0421383

Date Filed

Nov 18 1977

Account Status

Active

Corporation Position

Name

Address

President

ANTHONY O MESSINEO JR

2601 SOUTH 70TH
BOX 83089
LINCOLN, NE 685010000

Secretary

DUANE L THOMAS

2601 SOUTH 70TH
BOX 83089
LINCOLN, NE 685010000

Treasurer

DUANE L THOMAS

2601 SOUTH 70TH
BOX 83089
LINCOLN, NE 685010000

Director

ANTHONY O MESSINEO JR

2601 SOUTH 70TH
BOX 83089
LINCOLN, NE 685010000

Director

A M ALESIO

2601 SOUTH 70TH
BOX 83089
LINCOLN, NE 685010000

Director

DUANE L THOMAS

2601 SOUTH 70TH
BOX 83089
LINCOLN, NE 685010000

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Code	Trans	Date	Price
AP	Articles Perpetual	Nov 18 1977	\$2.70 = 6 page(s) @ \$0.45 per page
AO	Change of Agent or Office	May 20 1981	\$0.90 = 2 page(s) @ \$0.45 per page
AO	Change of Agent or Office	Feb 11 1986	\$0.45 = 1 page(s) @ \$0.45 per page
A	Amendment	Jun 05 1986	
PP	Proof of Publication	Jul 15 1986	
AO	Change of Agent or Office	Mar 28 1990	
AO	Change of Agent or Office	Aug 28 1992	
MI	Merge In	Dec 16 1993	
PP	Proof of Publication	Jan 11 1994	
A	Amendment	Apr 28 1997	\$1.80 = 4 page(s) @ \$0.45 per page
PP	Proof of Publication	Jun 02 1997	
AO	Change of Agent or Office	Feb 10 1998	\$0.45 = 1 page(s) @ \$0.45 per page
TR	Tax Return	Mar 01 1999	\$0.90 = 2 page(s) @ \$0.45 per page
TR	Tax Return	Feb 01 2000	\$0.90 = 2 page(s) @ \$0.45 per page
TR	Tax Return	Feb 06 2001	\$0.90 = 2 page(s) @ \$0.45 per page
TR	Tax Return	Feb 15 2002	\$0.90 = 2 page(s) @ \$0.45 per page
TR	Tax Return	Jan 23 2003	\$0.90 = 2 page(s) @ \$0.45 per page
TR	Tax Return	Feb 04 2004	\$0.90 = 2 page(s) @ \$0.45 per page

TR Tax Return

Jan 26 2006

Articles

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\$0.45 per page

AT Amendment to Tax Return

Mar 21 2007

\$0.45 = 1 page(s) @
\$0.45 per page

TR Tax Return

Feb 05 2008

\$0.90 = 2 page(s) @
\$0.45 per page

TR Tax Return

Feb 02 2010

\$0.90 = 2 page(s) @
\$0.45 per page

TR Tax Return

Feb 07 2012

\$0.90 = 2 page(s) @
\$0.45 per page**- Letter of Good Standing**

I require a Letter of Good Standing for this Corporation. - This is an online/electronic Letter of Good Standing which is immediately available for viewing or printing and will be charged to your Nebraska.gov account. \$6.50

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**If you cannot find the entity you are looking for, contact the Business Division at (402) 471-4079.
For technical difficulties/assistance please call Nebraska.gov: 1-800-747-8177**

STATE OF NEBRASKA

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

Secretary of State
State Capitol
Lincoln, Nebraska

I, John A. Gale, Secretary of State of the
State of Nebraska, do hereby certify that

VAL LIMITED

was duly incorporated under the laws of this state on November 18, 1977 and
do further certify that no occupation taxes assessed are unpaid and no
biennial reports are delinquent; articles of dissolution have not been filed and
said corporation is in existence as of the date of this certificate.

In Testimony Whereof,



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

June 26, 2013

A handwritten signature in black ink that reads "John A. Gale".

John A. Gale
Secretary of State

ARTICLES OF INCORPORATION

OF

VAL LIMITED

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned natural person of the age of twenty-one years or more, acting as incorporator of a corporation under the Nebraska Business Corporation Act, adopts the following Articles of Incorporation for such corporation.

ARTICLE I.

The name of the corporation shall be Val Limited.

ARTICLE II.

The address of the initial registered office of the corporation is Suite 9 Executive Building, 521 South 14th Street, Lincoln, Nebraska 68508, and the name of the initial registered agent at such address is Services For Lawyers, Inc.

ARTICLE III.

The purpose of the corporation is to engage in any lawful act or activity for which corporations may be organized under the Nebraska Business Corporation Act.

In furtherance thereof, but not in limitation of the general powers conferred by the laws of the State of Nebraska, it is expressly provided that the corporation shall have power to:

(a) Purchase, own, hold, sell, rent, lease and develop real and personal property and execute mortgages or other liens upon any of its properties; to buy, sell, and lease and own personal property of every kind, nature, and description whatsoever including copyrights, good will, licenses, franchises, contracts and securities, and to borrow money and to execute mortgages as security therefor.

(b) To loan money, or purchase, discount and sell, notes, trade acceptances, accounts receivable and other evidence of indebtedness.

(c) To borrow money, issue notes, bonds or debentures or other obligations and to secure the same by mortgages, pledge, deeds of trust, or otherwise.

(d) To purchase, hold, sell, transfer and reissue, the shares of its own capital stock, and purchase, hold, sell, assign, transfer, mortgage, pledge and otherwise dispose of the shares of capital stock of any other corporation.

(e) To enter into, make and perform, carry out, cancel and rescind contracts of every kind for any lawful purpose without limitation as to amount, with any person, firm, association or corporation, town, city, county, territory or subdivisions thereof, or any other governmental organization.

(f) To draw, make, accept, endorse, discount, execute and issue promissory notes, drafts, bills of exchange, warrants, bonds or debentures or other negotiable or transferable instruments or commercial paper.

(g) To carry on all or part of its operations and business to promote its operation within the State of Nebraska, or elsewhere, without restrictions as to place or amount.

(h) To carry on any other business in connection therewith.

(i) To do any and all things herein set forth to the same extent as a natural person could do or might do and in any part of the world as principal, agent, factor, trustee, or otherwise, alone or in company with others.

ARTICLE IV.

The authorized capital stock of this corporation shall be Two Hundred Fifty Thousand Dollars (\$250,000.00) consisting of 250,000 shares of the par value of \$1.00 each. Before any of such stock is issued, it shall be paid for in full in cash or in securities, property or other equivalent at a price agreeable to the Board of Directors.

ARTICLE V.

This corporation shall commence business upon the execution of these Articles of Incorporation, and upon the filing of the same with the Secretary of State of the State of Nebraska, and at the office of the County Clerk of Lancaster County, Nebraska. This corporation shall have perpetual existence.

ARTICLE VI.

This corporation shall have a corporate seal with such inscription thereon as the Board of Directors may direct.

ARTICLE VII.

The affairs of this corporation shall be conducted by a Board of Directors consisting of not less than three nor more than seven in number. The directors shall elect officers of the

corporation, including a President, a Secretary and a Treasurer. The directors shall be elected by the stockholders and thereafter at each annual meeting and shall hold office for one year or until their successors are elected and qualified.

ARTICLE VIII.

In furtherance and not in limitation of the power conferred by the laws of the State of Nebraska, the Board of Directors are expressly authorized to make and alter By-Laws; to manage and control the affairs of the corporation, to elect and appoint officers, agents and employees of the corporation; and to delegate such duties and powers as they deem necessary and expedient.

This corporation may, in its By-Laws, confer powers additional to the foregoing, upon the Directors, in addition to the powers and authorities expressly conferred upon them by law.

The objects specified herein shall, except where otherwise expressed, be in no way limited or restricted by reference to or inference from the terms of any other clause or paragraph of these Articles of Incorporation. The objects and purposes and powers specified in each of the clauses or paragraphs in these Articles of Incorporation shall be regarded as independent objects, purposes and powers.

ARTICLE IX.

Stockholders of this corporation shall have pre-emptive rights to stock issued initially or thereafter during the existence of the corporation.

ARTICLE X.

The name and place of residence of the incorporator is as follows:

Sidney H. Sweet, 321 Terminal Building,
Lincoln, Nebraska 68508.

ARTICLE XI.

In the absence of fraud, no contract or other transaction between the corporation or any other person, corporation, firm,

syndicate, association, partnership, or joint venture shall be wholly or partially invalidated or otherwise affected by reason of the fact that one or more directors of the corporation are or become directors or officers of such other corporation, firm, syndicate or association or members of such partnerships, or joint venture, or are pecuniarily or otherwise interested in such contractual transaction, provided, that the fact that such director or directors of the corporation are so situated or so interested or both, shall be disclosed or shall have been known to the Board of Directors of the corporation. Any director or directors of the corporation who is also a director or officer of such other corporation, firm, syndicate or association, or a member of such partnership, or joint venture, or pecuniarily or otherwise interested in such contract or transaction, may be counted for the purpose of determining the existence of a quorum at any meeting of the Board of Directors of the corporation which shall authorize any such contract or transaction and in the absence of fraud, and as long as he acts in good faith, any such director may vote thereat to authorize any such contract or transaction, with like force and effect as if he were not a director or officer of such other corporation, firm, syndicate, or association, or a member of such partnership or joint venture, or pecuniarily or otherwise interested in such contract or transaction.

IN WITNESS WHEREOF, the undersigned has hereunto subscribed his name this 16 day of December, 1977.

John A. Scott
Incorporator

BUSINESS PROPERTY PLEASE

THIS LEASE is entered into this 20th day of May, 2013 between Kauke Koop, L.P., Landlord, and V&L United, a Nebraska Corporation, Tenant.

1. PREMISES. Subject to the terms and conditions of this Lease, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord that certain space containing approximately 1,846 square feet of floor area (the "Premises"), as shown on attached Exhibit "A" constituting a portion of a building containing 18,245 square feet of floor area (the "Building") located at: 7202 Giles Road, Bay 9, La Vista, NE 68128, and legally described as: Lot 81B Giles Corner.

2. TERM. This Lease shall be for an initial term of Ten (10) years, beginning on the 1st day of June, 2013, and ending on the 31st day of May, 2023, unless terminated earlier as provided in this Lease. There are two five-year option periods, hereinafter referred to as the "Option Periods".

If for any reason the Premises is delivered to Tersant on any date before or after the term commencement date, rental for the period between the date of possession and the term commencement date shall be adjusted on a pro rata basis. Such earlier or later taking of possession shall not change the termination date of this Lease. This Lease shall not be valid or enforceable in the event of a late delivery by Lantford, nor shall Lantford be liable to Tersant for any resulting loss or damage.

3. USE OF PREMISES. The Premises are leased to Tenant, and are to be used by Tenant, for the purposes of the service and sale of pizza and Italian food products, salads, sandwiches, chicken wings and from time to time other food products as Tenant deems favorable consisting of dine-in, drive-up, and delivery service 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 Peel Estate, 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.

47

(a) Base Rent. The total Base Rent under this Lease is Two Hundred Eighty-Seven Thousand, Nine Hundred Seventy-Five and 61/100 (\$287,975.61). Tenant agrees to pay such to Landlord at Kanne Corp., LP, PO Box 729, Carroll, IA 51411 or at any other place Landlord may designate in writing, in lawful money of the United States, in monthly installments in advance, on the first day of each month, as follows:

For the period from June 1, 2013 to August 31, 2013
For the noted fares September 1, 2013 in Miami, FL 33139

(b) Percentage Rent. In addition to the Minimum Rent provided for in Section 4(a), commencing on the Commencement Date and continuing throughout the Lease Term and any extensions thereof, Tenant agrees to pay to Landlord, in the manner and upon the conditions and at the times hereinafter set forth during each Lease Year or any fractions thereof, and as "Percentage Rent" hereinafter, a sum equal to:

Five percent (5%) of the Gross Sales that are in excess of \$775,000, the "Breakpoint", up to \$400,000 for such Lease Year, and

#13

An additional one and one-half percent (1.5%) of its Gross Sales that are in excess of \$1,250,000 for each Lease Year.

Gross Sales are defined in Section 4(b). Said Percentage Rent shall be payable as hereinafter provided at the Office of Landlord or at such other place as Landlord may designate without any prior demand therefore, without any set-off or deduction whatsoever.

Said Percentage Rent shall be paid annually. The payment of Percentage Rent shall be payable as hereinafter provided at the address (6319) day after the last day of each Lease Year. The last day of the initial Lease Year is August 31st, 2014. The Lease Year shall run from September 1st to August 31st of the following year.

(c)

Definition of Gross Sales. The phrases "Gross Sales" as used in this Lease, shall mean the aggregate dollar amount of (a) sales price of all goods, wares, and merchandise sold and the charges for all services performed by Tenant or anyone else in, at, or from the Premises, whether sold or performed for cash, or check, on credit, or otherwise, without reserve or deduction for any inability or failure to collect therefore, including but not limited to such sales and services (i) where the orders therefore originate at and are accepted by Tenant in the Premises, but delivery or performance thereof is made from or at any other place, (ii) pursuant to mail, telegraph, telephone, electronic, video, computer or the Internet, or other similar orders received or billed at or from the Premises, (iii) by means of mechanical or other vending devices, or (iv) as a result of transactions originating from any other source and which Tenant in the normal and customary course of its operations would credit or attribute to its business conducted in, at, or from the Premises; and (b) all monies or other things of value received by Tenant from its business conducted in, at, or from the Premises which are neither included in nor excluded from Gross Sales by the other provisions of this definition. "Gross Sales" shall not include (i) the exchange of merchandise between stores of Tenant where such exchanges are made solely for the convenient operation of Tenant's business, (ii) returns to vendors or manufacturers, (iii) sales of fixtures and equipment after its removal in the conduct of Tenant's business, (iv) cash or credit refunds made upon transactions included within Gross Sales not exceeding the selling price of merchandise returned by the purchaser and accepted by Tenant, or (v) the amount of any city, county, state, or federal sales, luxury, occupancy, or excise tax on such sales, which tax either is added to the selling price or absorbed thereby and also is paid directly to the taxing authority by Tenant; provided, however, that no franchise or capital stock tax and no income or similar tax based upon income, profits, or gross sales as such shall be deducted from Gross Sales in any event whatsoever. Each charge or sale upon installments or credit shall be treated as a sale for the full price in the month during which such charge or sale occurs regardless of the time when Tenant is to receive payment. Therefore, Layaway payments shall be included in Gross Sales at the times they are received. However, Gross Sales does not include amounts for tips and gratuities.

(d)

Tenant's Reports. Tenant shall submit to Landlord, on or before the 60th day following the end of each quarter, a written statement signed by Tenant and certified by Tenant to be true and correct, setting forth the amount of Gross Sales during such preceding Lease Quarter, and shall make payment of percentage rent, if any is due, not later than 60 days following each Lease year. Said Reports shall include the actual sales as a portion of the Gross Sales in the Premises. The statements referred to in this section shall be in such form and contain such details as Landlord reasonably may require. The acceptance by Landlord of payments of Percentage Rent or reports thereon shall be without prejudice to and in no way shall constitute a waiver of Landlord's right to examine Tenant's books and records of its Gross Sales and Inventories of merchandise.

(e)

Audit. At any time within one (1) year after the end of any Lease Year, Landlord shall have the right, upon ten business (10) days' notice to Tenant, to audit Tenant's Gross Sales and all records relating thereto, and Tenant shall make all such records available for examination at the Premises. If the results of any such audit show that Tenant's statement of Gross Sales for any Lease Year has been understated by two percent (2%) or more, then Tenant shall pay Landlord the cost of such audit in addition

to any deficiency payment of Percentage Rent required. A report of the findings of Landlord's excursion shall be binding and conclusive upon both Landlord and Tenant.

(1) **Operating Expenses.** In addition to the Base Rent, Tenant shall pay Landlord, as additional rent, Tenant's pro rata share of operating expenses that Landlord shall incur, pay or become obligated to pay in any calendar year in connection with the ownership, operation, maintenance, repair, replacement (other than replacements which are capital in nature), and security of the Building and the Real Estate upon which the Building is located and all related improvements and appurtenances thereto. For the purposes of this Lease, the term "Operating Expenses" shall mean all costs, expenses and disbursements of maintaining and operating the Building and Real Estate, including but not limited to all taxes that would first become delinquent in the event of non-payment during the term of this Lease, assessments levied upon the Real Estate, fixtures, and personal property used by Landlord at its Real Estate, of insurance costs, all costs of labor, material and supplies for maintenance, repair, replacement, and operation of the Real Estate, including but not limited to fire, lightning, snow removal, landscaping, cleaning, utilities, janitorial services, depreciation of machinery and equipment used in such maintenance, repair and replacement, and management costs, including Real Estate superintendents. "Operating Expenses" shall not include the cost of capital improvements, expenses for repairs, replacements, and general maintenance which is caused by fire, windstorm, casualty or any other insurable occurrence, all amounts attributable solely to any tenants or prospective tenants of the Building other than Tenant; principal and interest payments; depreciation of the Building or Real Estate improvements or its contents or components; accounting and legal fees relating to the ownership, occupancy, construction, leasing or sale of the Building or Real Estate; all expenses directly resulting from the negligence or willful misconduct of the Landlord, its agents, servants or other employees; all bid, debt, loss, or rent losses; expenses incurred in leasing or obtaining new tenants or releasing existing tenants, including leasing commissions, legal expenses, or advertising.

The Tenant's pro rata share will be the square footage of the Tenant's Premises divided by the total square footage of the Building. Landlord may from time to time by the acquisition of adjacent property, reconfiguration of existing property, building of new facilities, or discovery of errors in measurement, change the square footage of the building, which may result in a change in the Tenant's pro rata share. Tenant's pro rata share upon lease execution is 11.28%.

Tenant's pro rata share of the Operating Expenses shall be determined on an annual basis for each calendar year starting 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. Tenant shall pay Nine Hundred and Sixty Four and 34/100 Dollars (\$964.34) per month, on the first of each month in advances 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 the Tenant's pro rata share of the Operating Expenses for the year exceeded the amount of the estimated Operating Expenses paid by Tenant. Such amount 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. Operating Expenses shall not be paid until September 1st, 2013. Tenant shall not responsible for any repair or maintenance of the building but so long as Tenant is not in default of the Lease, Tenant is responsible to pay for his own separately metered gas, electric, and any other utilities required or chosen.

The 2012 "Annual Taxes, Insurance, CAM Statement", attached as Exhibit 12, sets forth the basis for the Operating Expenses cap. Landlord Herby agrees that a \$5.00 cap shall apply to all Operating Expenses

(excluding Real Estate Taxes and Snow Removal) pro-rated by Tenant Share to Tenant throughout the term of the Lease or any extension thereof. 2012 CAM, Insurance and Direct Usage items total \$5,050.05 (\$2.74 per square foot) annually or \$420.88 monthly; said CAM, Insurance and Direct Usage line items shall not exceed the \$1.00 cap, or \$782.17 during any Lease Year or extension thereof.

Actual Real Estate Taxes and Snow Removal shall not be limited or capped, and Tenant shall pay its pro-rata share of said Real Estate Taxes and Snow Removal according to the terms stated herein. The 2012 Real Estate Taxes and Snow Removal total \$8,527.48 (\$2.88 per square foot) annually or \$543.46 monthly. Tenant shall provide for its own trash removal through its national contract services and the expense of trash removal shall not be included in the expenses under this Lease.

In the event Tenant's payments of estimated Operating Expenses exceed the amount due Landlord for that calendar year, Landlord shall, at its option, provide 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.

(g) **Tenant's Audit Rights.** Tenant shall have the right to audit, the books and records of Landlord with respect to any cost or item which is passed through to Tenant within a period of one (1) year following the end of any calendar year, upon ten (10) business days advance, written notice by Tenant to Landlord. Landlord shall cooperate with Tenant in providing Tenant reasonable access to its books and records during normal business hours for this purpose. If the results of the audit show an overcharge to Tenant of more than three percent (3%) of the actual amount owed by Tenant, then Landlord shall pay the reasonable costs of such audit not to exceed One Thousand and No (\$1,200.00), and Landlord shall credit or refund to Tenant any overcharge of such items as discovered by the audit within thirty (30) days of completion of such audit. In the event such audit discloses an undercharge of such items as billed to Tenant, Tenant shall pay Landlord the amount of such undercharge within thirty (30) days of completion of such audit.

(h) **Payment of Rent.** Tenant agrees to pay the Base Rent as and when due, together with Tenant's 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.

(i) **Late Charge.** If the Tenant fails to pay the Base Rent together with the Tenant's share of the Operating Expenses and all other amounts required to be paid by Tenant under this Lease, on or before the tenth business (10th) day after such payments are due, Tenant agrees to pay Landlord a late charge of ten (10%) percent of all amount required to be paid.

5. **SERVICES.** Landlord shall furnish no services, except those provided under operating expenses, to the Premises during normal business hours, and at such other times as Landlord may deem necessary or desirable, in the manner customary to the Real Estate. Landlord shall not be liable for damages, nor shall the rental be abated, for failure to furnish, or delay in furnishing, any services when failure to furnish, or delay in furnishing, is occasioned in whole or in part by or by any act(s) or labor controversy, or by any accident or casualty whatsoever, or by any unauthorized act or default of any employees of Landlord, or for any other cause or causes beyond the control of Landlord. Tenant shall pay, directly to the service provider, when due, gas, electricity, sewer use fees, incurred at or charged to the Premises.

6. **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. Landlord 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, Landlord shall have the right to assign its interest under this Lease or the rent thereunder. Landlord's consent shall not be unreasonably withheld.

7. **RENTERS IMPROVEMENTS.** Tenant shall have the right to place partitions and fixtures and make improvements or other alterations in the interior of the Premises at its own expense. Prior to commencing any such work, Tenant shall first obtain the written consent of Landlord for the proposed work, using Tenant's own contractors or employees at Tenant's expense, and that Tenant give sufficient security that the Premises will be completed free and clear of liens and in a manner satisfactory to Landlord. Upon termination of this Lease, at Landlord's option, Tenant will repair and restore the Premises to its former condition (including removal of any communication or data cabling installed by Tenant, at Tenant's expense, or any such improvements, additions, or alterations installed or made by Tenant, except Tenant's trade fixtures, shall become part of the Premises and the property of the Landlord). 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. In the event Tenant shall install an additional external hook(s), Tenant may remove that hook provided Tenant restores the penetration to its original condition at Tenant's sole cost and expense.

8. **REPAIRS.** Landlord agrees to maintain in good condition, and repair as necessary the foundations, exterior walls and the roof of the Premises. Tenant shall provide a quarterly maintenance contract on the HVAC units. Landlord guarantees maintenance of building systems outside of the Premises, including but not limited to plumbing, electrical, and structural. Landlord shall pay for any repairs of the HVAC equipment above \$500.00 per occurrence and at Landlord's own cost shall replace said units when, despite all attempts at repair, said units are not able to heat or cool properly.

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, plumbing and electrical systems serving 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. 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 persons to the Premises or the Real Estate, except for negligence by Landlord.

9. **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. 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. If Tenant deems that fixtures are not compliant with ADA regulations, Tenant may elect to terminate the lease by providing written notice to the Landlord prior to July 1, 2013. If Tenant discovers mold or other toxic conditions invisible to the naked eye, Tenant may elect to terminate the lease by giving written notice to Landlord not later than July 1, 2013.

10. **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, break, electricity, sewage, gas or odor, 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 by 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. (Waiver of Subrogation).

11. **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) Install and maintain signs on the Real Estate.
- (b) Have access to all mail chutes according to the rules of the United States Post Office Department.
- (c) At reasonable times, to decorate, and to 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. Landlord shall not disrupt Tenant's business operations for 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 without obtaining the prior consent of Tenant, which consent shall not be unreasonably withheld.
- (d) Possess packages to the Premises.
- (e) Show the Premises to prospective tenants at reasonable times.
- (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 sources furnishing signs, painting, and/or lettering to the Premises, and approve all signs on the Premises prior to installation thereof.
- (h) Establish rules and regulations for the safety, care, order, operation, appearance, and cleanliness of the Real Estate and to make modifications thereto.

12. **INSURANCE.** 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.

13. **INDEMNITY.** Subject to the waiver of subrogation provision, 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.

Subject to the waiver of subrogation provision, 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; (c) any accident, death, or personal injury, or damage to, or loss or theft of property which shall occur on or about the Premises, Building or the Real Estate, as the result of the negligence of Landlord, its employees, or agents; or (d) Landlord's management, operation or use of the Building or Real Estate. The obligations under this section shall, notwithstanding any contrary provisions hereof, survive any termination or expiration of this Lease.

14. 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 the Landlord and Landlord's managing agent as additional insured and shall provide coverage in a combined single limit per occurrence of at least \$2,000,000.00 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 the Tenant. 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 certifying that such insurance in full force and effect and stating the term and premium therefor. 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.

15. DAMAGE BY FIRE OR OTHER CASUALTY. If, during the term of this Lease, the Premises shall be so damaged by fire or any other cause except Tenant's negligence or intentional act so as to render the Premises uninhabitable, the rent shall be abated while the Premises remain uninhabitable; 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 his 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.

16. 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 (e) to terminate this Lease by giving written notice of such termination to Landlord not later than thirty (30) days after the taking, or (f) 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 lesseehold, 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.

17. 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 given to Tenant, then being of the assurance,

18. 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 assert any one or more of the following rights:

(b) Landlord may relet the Premises and may terminate this Lease by giving written notice of termination to Tenant. Without such notice, Landlord's reletting will not terminate the Lease. On termination, Landlord may recover from Tenant all damages proximately resulting from the breach, including the cost of recovering the Premises 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 without terminating this Lease, at such rent and on such terms as it may choose, providing such rent is equal to the fair market rental value of the Premises. 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 repairing, for any alterations and repairs made, and for the rent due for the balance of his Lease term, which sum shall be immediately due Landlord from Tenant. The amount due Landlord will be reduced by the net rent received by Landlord during the remaining term of this Lease from reletting the Premises or any part thereof. If during the remaining term of this Lease Landlord receives more than the amount due Landlord under this sub-paragraph, the Landlord shall pay such excess to Tenant, but only to the extent Tenant has actually made payment pursuant to this sub-paragraph.

18. 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 its 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 one hundred and fifty percent (150%) times the monthly rent specified in the lease immediately before termination.

20. SUBORDINATION AND ATTORNEY. Landlord reserves the right to place liens and encumbrances on the Premises superior 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

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In the event any proceedings are brought for the foreclosure of any mortgage on the Premises, Tenant will return 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 sale or other disposition of its interest. Such assumption, however, shall not be deemed an acknowledgement 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.

21. **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 Kaine Corp., LP, PO Box 729, Carroll, IA 51410 and also to Tenant at Michael Algeo, 2001 S. 70th Street Lincoln, NE 68502 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.

22. **COMPLIANCE WITH ADA.** 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.

23. Intentively deleted.

24. **COVENANT OF QUIET ENJOYMENT.** Landlord covenants and agrees that at all times when Tenant is not in default under the terms of this Lease, Tenant's quiet and peaceful enjoyment of the Premises shall not be disturbed or interfered with by Landlord or by any person claiming by, through or under Landlord.

25. MISCELLANEOUS.

(a) **Binding on Assigns.** All terms, conditions, and agreements of this Lease shall be binding upon, apply, and have 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 a surrender.

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

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

12. 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.

26. BROKERS. The brokers involved in this transaction are:

Agent for Landlord is Patrick S. Regan of Investors Realty, Inc.

Agent for Tenant is Jecilyn Jacobs, of PJ Morgan Company.

27. OTHER PROVISIONS.

(a) TENANT IMPROVEMENTS. Landlord shall turnover the Premises to Tenant in "As Is" condition. At the expiration of the Lease term, Tenant shall return the Premises in modified condition according to Tenant's Plans, including the existing Freezer, Coolers, and Food and Beverage System, normal wear and tear excepted.

(b) OUTDOOR SEATING. Subject to all governmental authorities, Tenant shall have the right to construct outdoor seating on the perimeter of the building for the exclusive use of customers. The final sizes and locations of said outdoor seating must be approved by Landlord prior to installation. In the event Tenant gains a permit for a drive-thru window, Landlord shall not unreasonably withhold its consent for the addition of a drive-up window at Tenant's expense.

(c) SIGNS. At Tenant's expense, Tenant will be allowed signage pursuant to all governmental authorities' approval. The font sizes and locations of said sign must be approved by Landlord prior to installation. Landlord hereby acknowledges that Tenant intends to seek approval from governmental authority for an electronic sign on the east wall of the shopping center and intends to adjust existing signage on the south front of the building to be flush with the perimeter of the building.

(d) EXCLUSIVES / NON-COMPETE CLAUSES. Tenant shall be granted exclusivity for the service and sale of pizza and Italian food products during the original term of the Lease and any renewals thereof, so long as Tenant is not in default of the Lease, for the smile shopping center Premises as defined by Exhibit "A".

(e) CANCELLATION / TERMINATION CLAUSES. Tenant shall be allowed a one time right to terminate the Lease Agreement effective at the end of the FIFTH Lease year by providing Landlord 180 days written notice and accompanied with a payment in the amount of \$8,000.00.

(f) OPTION. So long as Tenant is not in default, Tenant shall have the right for Two (2) five (5) year options to renew under the same terms and conditions with the base rent as specified below. Tenant will provide Landlord thirty (30) days advanced written notice of its intention to exercise said option. Landlord shall provide Tenant by certified mail, a 180 day written notice to Tenant's Corporate offices, that each option to renew period is coming due. The first notice is required at 9.5 years into the initial term of the lease. The second and third notices would be sent at 4.5 years into each renewal option period.

From June 1 2023 to May 31, 2028 the base rent shall be increased by 5% over the prior year.

From June 1, 2028 to May 31, 2033 the base rent shall be increased by 5% over the prior year.

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

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Until this Lease is executed on behalf of all parties hereto, it shall be construed as an offer to lease by Tenant to Landlord.

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

LANDLORD

Kanne Korp. LP

BY

Todd A. Kanne
PRINT NAME: Todd A. Kanne
ITS: Managing Partner

TENANT

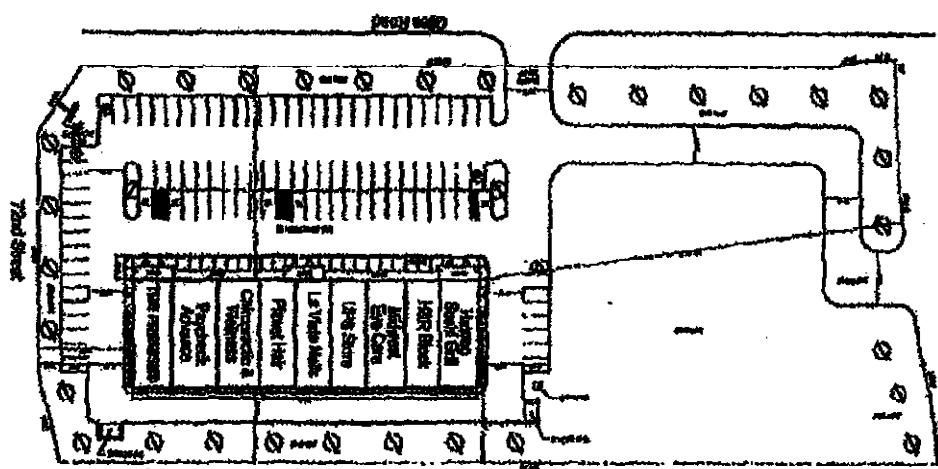
Val Limited, a Nebraska Corporation

BY Amirhosseini

PRINT NAME: A. Michael Alasio
ITS: Exec. V. Pres.

સાથે રહેતું હોય કે એની પ્રાપ્તિ કરીને આપણી જીવનાની પ્રાપ્તિ કરીને આપણી જીવનાની પ્રાપ્તિ કરીને

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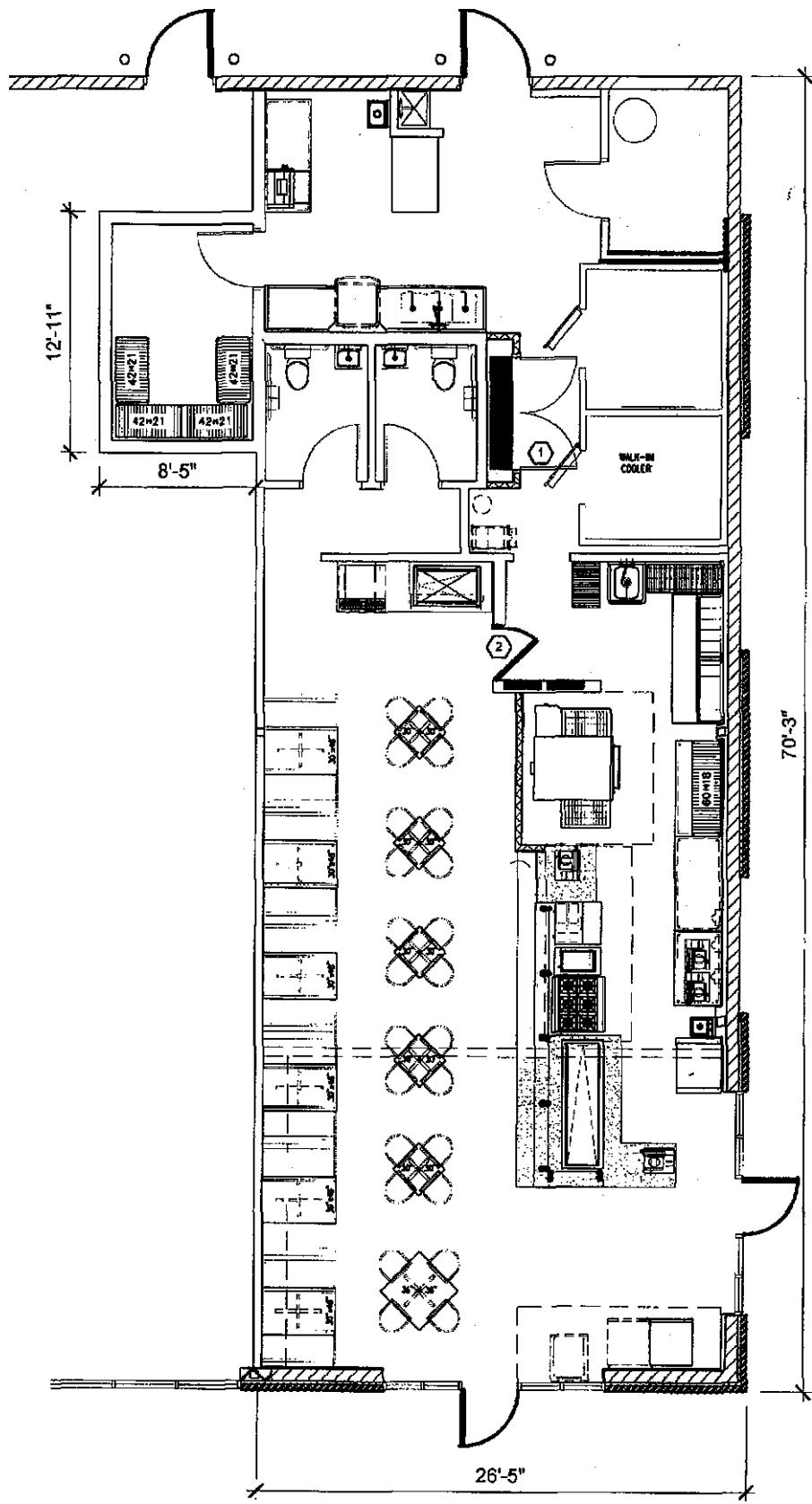
La Vileta Crossing
7202 Giles Road

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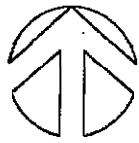
91

No Basement

one story building approx 36 x 71



1 floor



VALENTINO'S LIQUOR LICENSE 7202 GILES RD, BAY 9, LAVISTA, NE

SCALE: NTS