

E

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 C LIQUOR LICENSE APPLICATION FOR ENTERTAINMENT MANAGEMENT CO DBA ALAMO DRAFTHOUSE CINEMA IN LA VISTA, NEBRASKA.

WHEREAS, Entertainment Management Co. dba Alamo Drafthouse Cinema, 12750 Westport Parkway, La Vista, Sarpy County, Nebraska, has applied to the Nebraska Liquor Control Commission for a Class C Liquor License, and

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, hereby recommend to the Nebraska Liquor Control Commission approval of the Class C Liquor License application submitted by Entertainment Management Co. dba Alamo Drafthouse Cinema, 12750 Westport Parkway, La Vista, Sarpy County, Nebraska.

PASSED AND APPROVED THIS 19TH DAY OF MAY, 2015.

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: April 28, 2015

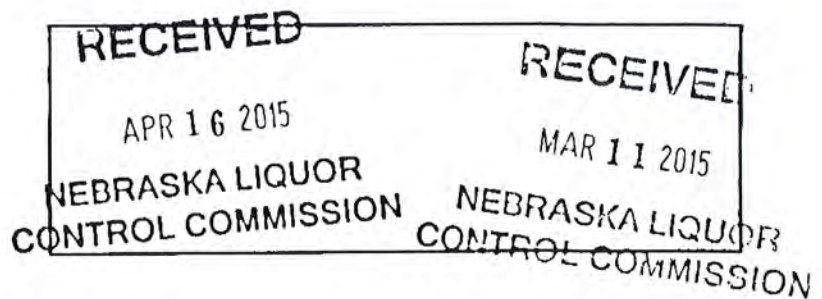
RE: LOCAL BACKGROUND- LIQUOR LICENSE- MANAGER
ENTERTAINMENT MANAGEMENT CO. / DBA: ALAMO DRAFTHOUSE
CINEMA

CC:

The police department conducted a check of computerized records for criminal conduct regarding the applicant for the Liquor License and Manager application. Tyler Calabrese and Philip Rafnson have no criminal entries in Nebraska.

**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 _____ Phone number: _____

Firm Name _____

PAYPORT

NEBRASKA.GOV

YOUR RECEIPT

Nebraska State Patrol - Criminal Identification Division

3800 NW 12th Street, Suite A

Lincoln NE 68521

(402)479-4971

Transaction Id: 5179100

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NEBRASKA LIQUOR
CONTROL COMMISSION

THANK YOU FOR USING THE NEBRASKA STATE PATROL PAYPORT SERVICE

Customer Name:

Tyler Calabrese

Credit Card Number:

**** * 3912

nebraska total amount charged

\$58.93

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NEBRASKA LIQUOR
CONTROL COMMISSION

Items	Location	Quantity	Order ID	Total Amount
Liquor License		1	12913628	\$28.75

Applicant Name: **Tyler Calabrese**

Date of Birth:

Last four digits Soc. Security Number:

Liquor License		1	12913628	\$28.75
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Applicant Name: **Philip Rafnson**

Date of Birth:

Last four digits Soc. Security Number:

Total remitted to the Nebraska State Patrol - Criminal Identification Division \$57.50

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PREMISE INFORMATION

Trade Name (doing business as) ALAMO DRAFTHOUSE CINEMA

Street Address #1 12750 WESTPORT PIKE

NEBRASKA LIQUOR
CONTROL COMMISSION

Street Address #2 _____

City LA JOSTA County SARPY Zip Code 68138

Premise Telephone number 402 505 9979

Business e-mail address t.calabrese@alamodrafthouse.com

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

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

Name ENTERTAINMENT MANAGEMENT CO.

Street Address #1 PO BOX 460942

Street Address #2 _____

City PAPILLON State NE Zip Code 68046

**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**

Building: length 264' x width 168' in feet
Is there a basement? Yes ☐ No ☒ If yes, length _____ x width _____ in feet
Is there an outdoor area? Yes ☒ No ☐ If yes, length 148' x width 32' in feet

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

ONE STORY BUILDING APPROX 264' x 168'
with a outdoor patio approx 148' x 32'

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CONTROL COMMISSION

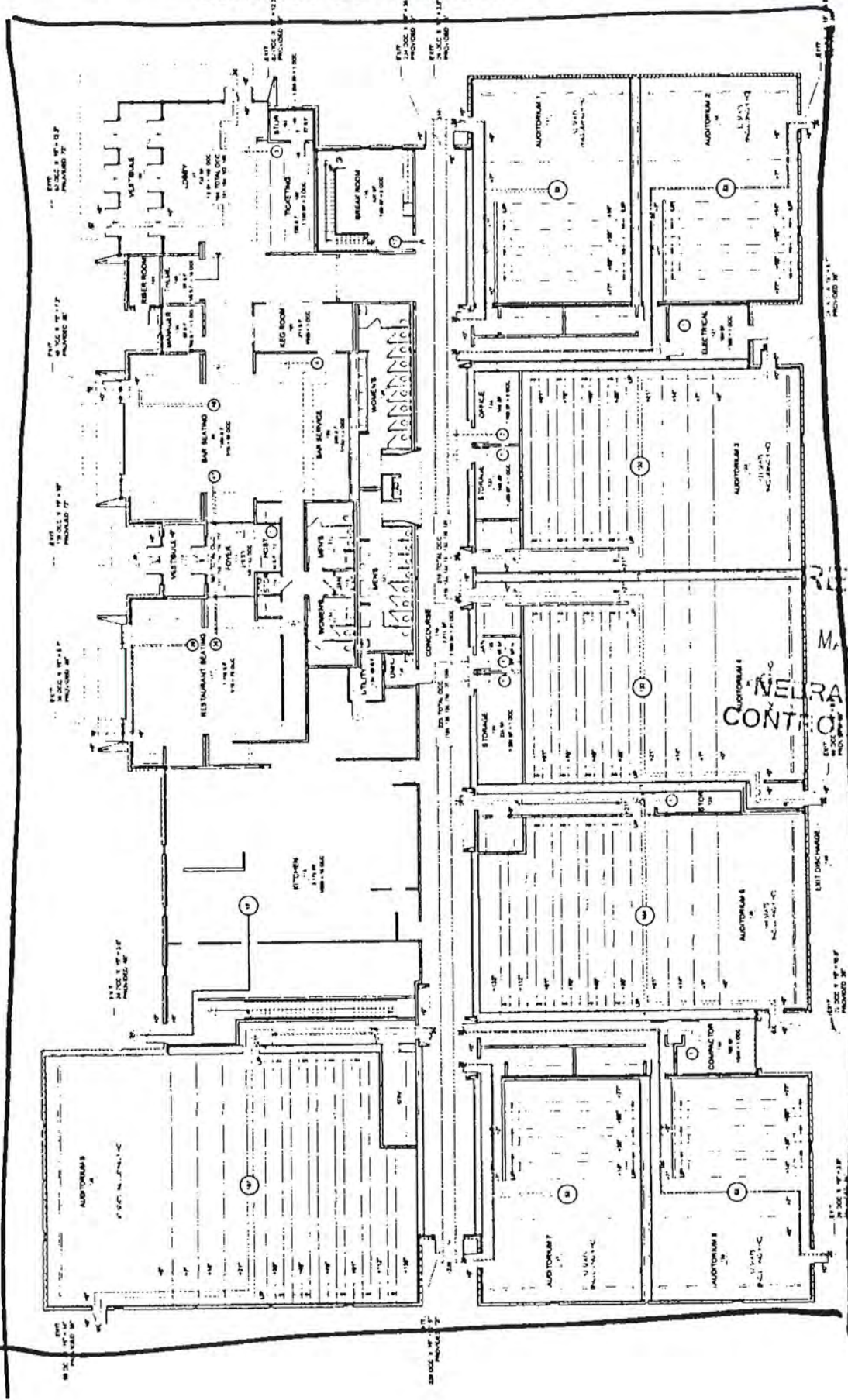
LIQUOR/BEER/WINE SERVED THROUGHOUT

NEBRASKA LIQUOR CONTROL COMMISSION

APR 16 2015

ALAMO DRAFTHOUSE CINEMA
1250 WESTPORT PARKWAY
LINCOLN, NE

A-20.1



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NEBRASKA LIQUOR
CONTROL COMMISSION

264' x 168'

FIRST FLOOR EGRESS PLAN

NOTES
1. SEE VOLUME 10 FOR TOTAL OCCUPANCY LOAD
2. SEE VOLUME 10 FOR TOTAL OCCUPANCY LOAD
3. SEE VOLUME 10 FOR TOTAL OCCUPANCY LOAD
4. SEE VOLUME 10 FOR TOTAL OCCUPANCY LOAD
5. SEE VOLUME 10 FOR TOTAL OCCUPANCY LOAD
6. SEE VOLUME 10 FOR TOTAL OCCUPANCY LOAD
7. SEE VOLUME 10 FOR TOTAL OCCUPANCY LOAD
8. SEE VOLUME 10 FOR TOTAL OCCUPANCY LOAD
9. SEE VOLUME 10 FOR TOTAL OCCUPANCY LOAD
10. SEE VOLUME 10 FOR TOTAL OCCUPANCY LOAD

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Entertainment Complex CORE PACKAGE
ALAMO DRAFFHOUSE CINEMA
17250 WESTPORT PARKWAY
LA VISTA, NE

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CONTROL COMMISSION

A-1.1.1

OLIVE RETAIL 17,450 S.F.
BALCONY ABOVE
6,445 S.F.
2,510 S.F.
45'-4"
26'-0"

BOOK AREA

ALAMO DRAFFHOUSE CINEMA

17,250 SQUARE FEET MULTIPLEX MOORE THEATRE & RESTAURANT

148 x 32'

SEE SHELL PACKAGE CIVIL DRAWINGS

SEE LANDSCAPE PLAN FOR PLANTINGS

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APPLICANT INFORMATION

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

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

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

2. 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 (TOP) to operate during the application process?

☐ YES ☒ NO

If yes:
a) Attach temporary operating permit (TOP) (form 125)
b) TOP will only be accepted at a location that currently holds a valid liquor license.

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CONTROL COMMISSION

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CONTROL COMMISSION

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

☐ YES ☒ NO

If yes, list the lender(s) _____

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

☐ YES ☒ NO

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

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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.

WELLS FARGO - Tyler Calbreath / Phil Robinson

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.

N/A

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

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

NLCC certified training program completed:

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Tyler Calabrese	02/2015	Serv Safe Alcohol Training

For list of NLCC certified training programs see: www.leg.ne.gov/traininginfo.html

Experience:

Applicant Name/Job Title	Date of Employment:	Name & Location of Business
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		APR 16 2015
		MAR 11 2015

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 Nov 3rd, 2027
- ☐ Deed
- ☐ Purchase Agreement

14. When do you intend to open for business? July 2015

15. What will be the main nature of business? Theater / Bar / Restaurant

16. What are the anticipated hours of operation? 10 AM - 2 AM

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

RESIDENCES FOR THE PAST 10 YEARS, APPLICANT AND SPOUSE MUST COMPLETE					
APPLICANT: CITY & STATE		YEAR FROM TO		SPOUSE: CITY & STATE	
Tyler Calabrese Papillion, NE		2005	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.

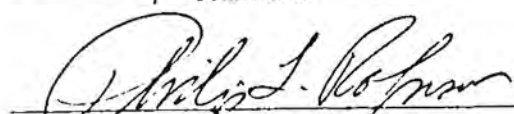
Must be signed in the presence of a notary public by applicant(s) and spouse(s). See guideline for required signatures <http://www.leg.ne.gov/pdfs/New%20Application%20Guideline.pdf>



Signature of Applicant

TYLER CALABRESE

Print Name



Signature of Applicant

PHILIP L. RAFELSON

Print Name

Signature of Spouse

APR 16 2015

Print Name
NEBRASKA LIQUOR
CONTROL COMMISSION

Signature of Spouse

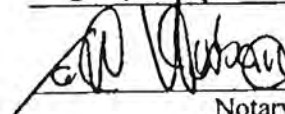
MAR 11 2015

Print Name
NEBRASKA LIQUOR
CONTROL COMMISSION

ACKNOWLEDGEMENT

State of Nebraska
County of DOUGLAS
2/27/2015
date

The foregoing instrument was acknowledged before me this
by TYLER CALABRESE / PHILIP L RAFELSON
name of person(S) acknowledged (individual(s) signing)



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.

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CONTROL COMMISSION

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

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APR 16 2015		MAR 11 2015	
NEBRASKA LIQUOR CONTROL COMMISSION		NEBRASKA LIQUOR CONTROL COMMISSION	
Hot List: YES / NO		New/Replacing # <u>New</u>	
Class Type <u>C</u>	<u>111600</u>	Initial <u>mp</u>	

Applicant name ENTERTAINMENT MANAGEMENT CO.

Trade name ALAMO DRAFFHOUSE CINEMA

Previous trade name _____

Contact email address t.calabrese@omaha.draffhouse.com

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.



BARCODE

Office use only	PAYMENT TYPE: <u>CK 1061</u>
	AMOUNT: <u>\$400</u>
	Received: <u>jm</u>

RECEIVED
<u>1061</u>
FORM 100
MAR 2015
PAGE 1

Tyler Calabrese
Philip Rafnsen

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APR 16 2015

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MAR 11 2015

REQUIRED ATTACHMENTS

NEBRASKA LIQUOR CONTROL COMMISSION

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

1. ☒ Fingerprints are required for each person as defined in new application guide, found on our website under "Licensing Tab" in "Guidelines/Brochures". See Form 147 for further information, this form MUST be included with your application. ~~Form 147 - Complete page 2 & 3, sign~~

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.

5. ☒ If building is owned or being purchased send a copy of the deed or purchase agreement in the name of the applicant.

6. ☒ If buying the business of a current liquor license holder:

- a. Provide a copy of the purchase agreement from the seller (must read applicants name).
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).

7. ☒ If requesting to operate on current liquor license; enclose Temporary Operating Permit (TOP)(form 125).

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

9. ☒ For citizenship enclose U.S. birth certificate; U.S. passport or naturalization paper

- a. For residency enclose proof of registered voter in Nebraska
b. See guideline for further assistance <http://www.lcc.nebraska.gov/brochures.html>

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.

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.

Signature

Date

**SUBMISSION OF FINGERPRINTS /
PAYMENT OF FEES TO NSP-CID**

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

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APR 16 2015	
NEBRASKA LIQUOR CONTROL COMMISSION	
Office Use Only	
MAR 11 2015	
NEBRASKA LIQUOR CONTROL COMMISSION	
Class:	License #:

Applicant Name: ENTERTAINMENT MANAGEMENT CO
(Corporation, LLC, Partnership or Individual)

Trade Name: ALAMO DRAFFHOUSE CINEMA
(Doing Business As)

(402) 943 - 7807
Phone Number

t.calabrese@alamodraffhouse.com
Contact E-mail Address

DIRECTIONS FOR SUBMITTING FINGERPRINTS AND FEE PAYMENTS:

- See New Application Requirement Guide for listing of Fingerprint Requirements, found on our website under "Licensing" tab in "Brochures".
- Fingerprints taken at NSP locations will be forwarded to NSP – CID;
Applicant(s) will not have cards to include with license application.
- Fingerprints taken at local law enforcement offices will be released to the applicants;
Fingerprint cards should be submitted with the application.
- Fee payment of **\$28.75 per person** must be made directly to the NSP;
You may submit the payment through the NSP PayPort online system at www.ne.gov/go/nsp
or checks made payable to NSP should be mailed directly to the following address:
The Nebraska State Patrol – CID Division
3800 NW 12th Street
Lincoln, NE 68521
- **DO NOT** send fee payments to the NLCC – fees **MUST** be paid directly to NSP;
Include a list of names covered by your payment to insure proper application of payment.
- This completed form **MUST** be included with your Liquor License Application and/or Manager Application or Changes to: Corporate Officers or Stockholders, LLC Members, Partners or Addition of Spouse where new fingerprint cards are required (see New Application Requirement Guide).
- Fingerprints are not required for spouses that have no involvement with business - Spousal Affidavit of Non Participation (Form 116) is required in lieu of fingerprints.

Please complete information on the following pages for EACH person fingerprinted.

X

Name (Print): Philip Ratson RECEIVED Title: CEO
Name (Print): N/A APR 16 2015 Title: Spouse
Location: OMAHA NEBRASKA LIQUOR CONTROL COMMISSION Date _____
Where fingerprints were taken
PayPort Receipt #: 5179100 \$ Check Name & No.: PD by CC \$

X

Name (Print): Tyler Calabrese Title: PRESIDENT
Name (Print): _____ RECEIVED Title: Spouse
Location: OMAHA MAR 11 2015 Date _____
Where fingerprints were taken NEBRASKA LIQUOR CONTROL COMMISSIONS
PayPort Receipt #: 5179100 \$ Check Name & No.: PD by CC \$

Name (Print): _____ Title: _____
Name (Print): _____ Title: Spouse
Location: _____ Date _____
Where fingerprints were taken
PayPort Receipt #: _____ \$ Check Name & No.: _____ \$

Name (Print): _____ Title: _____
Name (Print): _____ Title: Spouse
Location: _____ Date _____
Where fingerprints were taken
PayPort Receipt #: _____ \$ Check Name & No.: _____ \$

Name (Print): _____ Title: _____

RECEIVED

Name (Print): _____ Title: Spouse

APR 16 2015

Location: _____ Date: _____

Where fingerprints were taken **NEBRASKA LIQUOR CONTROL COMMISSION**

PayPort Receipt #: _____ \$ _____ Check Name & No.: _____ \$ _____

Name (Print): _____ Title: _____

RECEIVED

Name (Print): _____ Title: Spouse

MAR 11 2015

Location: _____ Date: _____

Where fingerprints were taken **NEBRASKA LIQUOR CONTROL COMMISSION**

PayPort Receipt #: _____ \$ _____ Check Name & No.: _____ \$ _____

Name (Print): _____ Title: _____

Name (Print): _____ Title: Spouse

Location: _____ Date: _____

Where fingerprints were taken

PayPort Receipt #: _____ \$ _____ Check Name & No.: _____ \$ _____

I hereby certify that fees of \$28.75 per person have been submitted directly to the Nebraska State Patrol – CID office. The undersigned certifies on behalf of the Corporation, LLC, Partnership or Licensee that it is understood that a misrepresentation of fact is cause for rejection of this application or suspension, cancellation or revocation of any license issued.

X Name (Print): Tyler Schreder Title: PRESIDENT

X Signature: [Signature] Date: 3/29/15

**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	
RECEIVED APR 16 2015 NEBRASKA LIQUOR CONTROL COMMISSION	RECEIVED MAR 11 2015 NEBRASKA LIQUOR CONTROL COMMISSION

Manager must:

- Complete all sections of the application. Be sure it is signed by a **corporate officer**, corporate officer must be an individual on file with the Liquor Control Commission
- Fingerprints are required. See Form 147 for further information, this form **MUST** be included with your application.
- Provide a copy of one of the following: US birth certificate, naturalization papers or current US passport (even if you have provided this before)
- Be a registered voter in the State of Nebraska, include a copy of voter card with application

Spouse who will not participate in the business, spouse must:

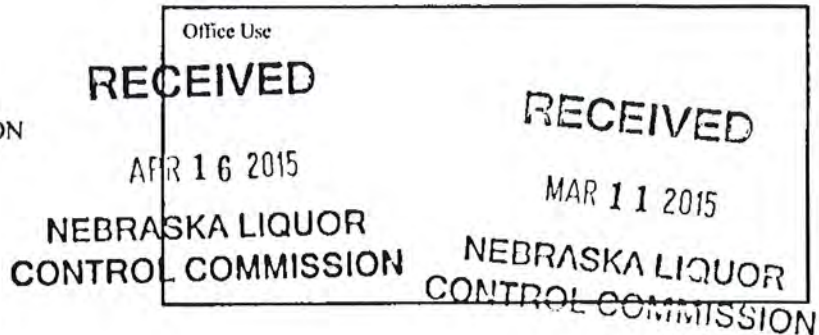
- Complete the Spousal Affidavit of Non Participation Insert (must be notarized). The non-participating spouse completes the top half; the manager completes the bottom half. **Be sure to complete both halves of this form.**
- Need not answer question #1 of the application

Spouse who will participate in the business, the spouse must:

- Sign the application
- Fingerprints are required. See Form 147 for further information, this form **MUST** be included with your application.
- Provide a copy of one of the following: birth certificate, naturalization papers or current US passport (even if you have provided this before)
- Be a registered voter in the state of Nebraska, include a copy of voter card with application
- Spousal Affidavit of Non Participation Insert **not** required

**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



MUST BE:

- ✓ **Citizen of the United States. Include copy of US birth certificate, naturalization paper or current US passport**
- ✓ **Nebraska resident. Include copy of voter registration in the State of Nebraska**
- ✓ **Fingerprinted. See Form 147 for further information, this form MUST be included with your application.**
- ✓ **21 years of age or older**

Corporation/LLC information

Name of Corporation/LLC: ENTERTAINMENT MANAGEMENT CO

Premise information

Liquor License Number: _____ Class Type _____ (if new application leave blank)

Premise Trade Name/DBA: ALAMO DRAFTHOUSE CINEMA

Premise Street Address: 12750 WESTPORT PKWY

City: LA VISTA County: SARPY Zip Code: 68138

Premise Phone Number: 402 - 505 - 7979

Email address: E. Calbrese@alamodrafthouse.com

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

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

Manager's information must be completed below PLEASE PRINT CLEARLY

Last Name: CALABRESE First Name: TYLER MI: J

Home Address (include PO Box if applicable): 2141 COBBLESTONE RD

City: PAPILLION County: SARPY Zip Code: 68133

Home Phone Number: 402 943 7807 Business Phone Number: _____

Social Security Number: _____ Drivers License Number & State: _____

Date Of Birth: _____ Place Of Birth: BELLEUE, NE

Email address: t.calabrese@omaha-drafthouse.com

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

☐ YES

☒ NO

Spouse's information

Spouses Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Drivers License Number & State: _____

Date Of Birth: _____ Place Of Birth: _____

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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
PAPILLION NE	1993	Present			

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2013	2014	First Hospital Group	Kyle Highberg	402 342 4770
2013	2013	Chilis	Steph Hinman	402 592 4900

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
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			APR 16 2015	RECEIVED
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			NEBRASKA LIQUOR CONTROL COMMISSION	

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

☐ YES ☒ NO

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

3. Do you, as a manager, qualify under Nebraska Liquor Control Act (§53-131.01) and do you intend to supervise, in person, the management of the business?

☒ YES ☐ NO

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

*NLCC Training Certificate Issued: _____ Name on Certificate: _____

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Tyler Calabrese	02/2015	Serv Safe Liquor Class

*For list of NLCC Certified Training Programs see www.lcc.ne.gov/traininginfo.html

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
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		RECEIVED
		MAR 11 2015
		NEBRASKA LIQUOR CONTROL COMMISSION

5. Have you enclosed Form 147 regarding fingerprints?

☒ YES ☐ NO

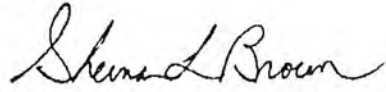
Thank you for participating in the ServSafe Alcohol program. Responsible alcohol service begins with the choices you make, and ServSafe Alcohol training will help you make the right decision when the moment arises.

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

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

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

Sincerely,



Sherman Brown

Senior Vice President, National Restaurant Association Solutions

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In Alaska you must laminate your card for it to be valid.



ID NO. 8134896

CARD NO. 11993400

ServSafe Alcohol® CERTIFICATE

TYLER CALABRESE

Card expires three years from the date of the examination. Local laws apply.

DATE OF EXAMINATION
2/12/2015

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Student Name	TYLER CALABRESE
Class Number	518823
Exam Date	2/12/2015
Expiration Date	2/12/2018

Overall Point Score	40
Overall % Score	100
Passing % Score	75
Status	PASSED

NOTE: You can access your score and certification information anytime at ServSafe.com with the class number provided on this form.

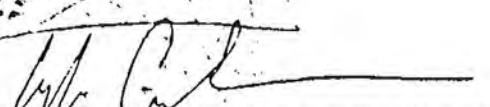
Please make a copy of your ServSafe Alcohol Certificate blue card for your records. Replacement copies can be obtained for a fee by completing the Certificate and Score Release Request Form available at ServSafe.com.

If you have any questions regarding your certification please contact the National Restaurant Association Service Center at _____ or _____

We the People

Of the United States

In Order to form a more perfect Union,
establish Justice, insure domestic Tranquility,
provide for the common defence,
promote the general Welfare, and secure
the Blessings of Liberty to ourselves
and our Posterity, do hereby constitute this
Constitution for the United States of America.



SIGNATURE OF BEARER / SIGNATURE DU TITULAIRE / FIRMA DEL TITULAR

PASSPORT
PASSEPORT
PASAPORTE

UNITED STATES OF AMERICA

Type / Type / Tipo **P** Code / Código **USA** Passport No. / No. du Passeport / No. de Pasaporte

Surname / Nom / Apellidos

CALABRESE

Given Names / Prénoms / Nombres

TYLER JOSEPH

Nationality / Nationalité / Nacionalidad

UNITED STATES OF AMERICA

Date of birth / Date de naissance / Fecha de nacimiento

Place of birth / Lieu de naissance / Lugar de nacimiento

NEBRASKA, U.S.A.

Date of issue / Date de délivrance / Fecha de expedición

04 Apr 2011

Date of expiration / Date d'expiration / Fecha de caducidad

03 Apr 2021

Endorsements / Mentions Spéciales / Anotaciones

SEE PAGE 27

Sex / Sexe / Sexo

M

Authority / Autorité / Autoridad

United States

Department of State

USA

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PERSONAL OATH AND CONSENT OF INVESTIGATION

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

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

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



Signature of Manager Applicant

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ACKNOWLEDGEMENT

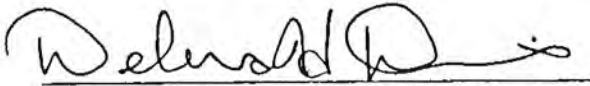
State of Nebraska

County of Sarpy

February 18, 2015
date

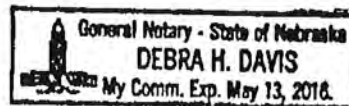
The foregoing instrument was acknowledged before me this

by Tyler Calabrese
name of person acknowledged



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.

Registrant Search Results

Sarpy

Registrant ID Status	Registrant Name Address	Birth Date	Registration Date	Precinct Part Phone	Party	Gender	Race
3521050 Active	Calabrese, Tyler J 2141 Cobblestone Rd Papillion, NE 68133		2/18/2015	41.01 402-943-7867	Republican	Male	

Total for Sarpy :

1

Total number of Registrants :

1

ADDRESSES NOT YET VERIFIED

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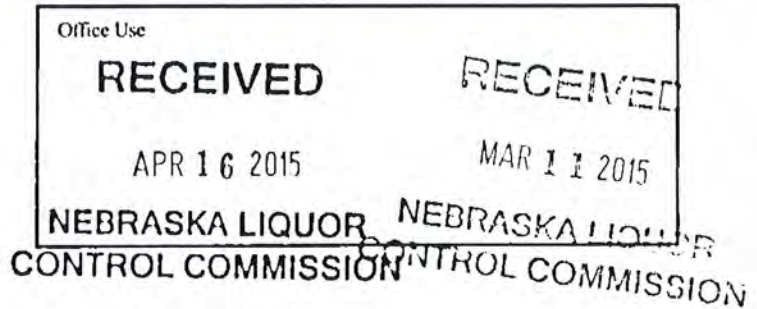
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**APPLICATION FOR LIQUOR LICENSE
LIMITED LIABILITY COMPANY (LLC)
INSERT - FORM 3b**

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



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

- 1) All members spouse(s) must be listed
- 2) Managing/Contact member and all members holding over 25% interest and their spouse(s) (if applicable) must submit fingerprints. See Form 147 for further information, this form MUST be included with your application.
- 3) Managing/Contact member and all members holding over 25 % shares of stock and their spouse (if applicable) must sign the signature page of the Application for License form 100 (even if a spousal affidavit has been submitted)

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

Name of Registered Agent: SCOTT LLOYD ANDERSON

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

ENTERTAINMENT MANAGEMENT CO LLC - 10184771

LLC Address: PO BOX 460942

City: PAPILLION State: NE Zip Code: 68046

LLC Phone Number: 402 943 7807 LLC Fax Number N/A

Name of Managing/Contact Member

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

Last Name: CALABRESE First Name: TYLER MI: J

Home Address: 2141 COBBLESTONE RD City: PAPILLION

State: NE Zip Code: 68033 Home Phone Number: 402 943 7807

Signature of Managing/Contact Member

ACKNOWLEDGEMENT

State of Nebraska
County of Sarpy

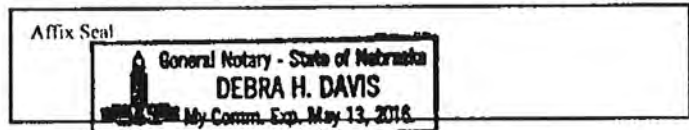
The foregoing instrument was acknowledged before me this

by Tyler J. Calabrese
name of person acknowledge

2-18-15

Date

Affix Seal



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

Last Name: RAFNSON First Name: PHILIP MI: LEE

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership 90

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Last Name: CALABRESE First Name: TYLER

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership 10

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

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

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

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NEBRASKA LIQUOR CONTROL COMMISSION
NEBRASKA LIQUOR CONTROL COMMISSION

Is the applying Limited Liability Company 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 company's tax year with the IRS (Example January through December)

Starting Date: JAN 1 Ending Date: DEC 31

Is this a Non Profit Corporation?

☐ YES

☒ NO

If yes, provide the Federal ID #. _____

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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.

Nebraska Secretary of State

- John A. Gale

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Business Services

Home * Corporation and Business Entity Searches

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CONTROL COMMISSION

Wed Mar 18 14:13:17 2015

For Letters of Good Standing (\$6.50), Certificates of Good Standing (\$10.00), and/or Images (\$0.45 per page) of documents filed with the Secretary of State please click the corresponding service below:

NEW SEARCH

[Back to Search Results](#)

Pay Services:

[Online Images of Filed Documents](#) | [Good Standing Documents](#)

Entity Name

ENTERTAINMENT MANAGEMENT CO., LLC

SOS Account Number

10184771

Principal Office Address

333 S. SEVENTH STREET
SUITE 2600
MINNEAPOLIS, MN 55402

Registered Agent and Office Address

NATIONAL REGISTERED AGENTS, INC.
5601 SOUTH 59TH STREET
LINCOLN, NE 68516

Nature of Business

Not Available

Entity Type

Foreign LLC
Qualifying State: MN

Date Filed

Nov 21 2013

Account Status

Active

Pay Services:

Click on the pay service items you wish to view. Your Nebraska Online account will be charged the indicated amount for each item you view.

- Images of Filed Documents

If an item is a link, the document may be retrieved online, otherwise you must contact the Secretary of State's office to obtain a copy of the document.

Code	Trans	Date	Price
FCA	Certificate of Authority	Nov 21 2013	\$1.35 = 3 page(s) @ \$0.45 per page
SCH	Statement of Change	Mar 26 2014	\$0.45 = 1 page(s) @ \$0.45 per page
BR	Biennial Report	Jan 22 2015	\$0.45 = 1 page(s) @ \$0.45 per page

**APPLICATION FOR CERTIFICATE OF AUTHORITY
FOREIGN LIMITED LIABILITY COMPANY**

Submit in Duplicate

John A. Gale, Secretary of State APR 16 2015
Room 1301 State Capitol, P.O. Box 94608
Lincoln, NE 68509
(402) 471-4079
<http://www.sos.ne.gov>

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

Name of Limited Liability Company Entertainment Management Co., LLC

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

Name and address of registered agent in Nebraska:

Registered Agent Name: National Registered Agents, Inc.

Registered Agent Address: 6003 Old Cheney Road Lincoln NE 68516
Street Address and Mailing Address City State Zip
and Post Office Box Number (if any)

Address of Principal Office:

800 LaSalle Avenue Suite 1900, Minneapolis MN 55402
Street and Mailing Address City State Zip

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

800 LaSalle Avenue Suite 1900, Minneapolis MN 55402
Street and Mailing Address City State Zip

Organized under the laws of the State or Jurisdiction of Minnesota

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

Cinema, Restaurant and Arcade area

Effective date if other than the date filed _____

[Signature]
Signature of Authorized Representative

Scott Lloyd Anderson
Printed name of Authorized Representative

FILING FEE: \$120.00
January 1, 2011

Neb. Rev. Stat. 21-156

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

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**ENTERTAINMENT MANAGEMENT CO., LLC NEBRASKA LIQUOR
CONTROL COMMISSION**

a(n) Minnesota limited liability company, filed an Application for Certificate
of Authority on November 21, 2013 and is hereby authorized to transact
business in the state of Nebraska as of the date of this certificate.

*This certificate is not to be construed as an endorsement,
recommendation, or notice of approval of the entity's financial
condition or business activities and practices.*

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**NEBRASKA LIQUOR
CONTROL COMMISSION**

In Testimony Whereof,



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

November 21, 2013

John A. Gale
Secretary of State

Office of the Minnesota Secretary of State
Certificate of Good Standing

I, Mark Ritchie, Secretary of State of Minnesota, do certify that: The business entity listed below was filed pursuant to the Minnesota Chapter listed below with the Office of the Secretary of State on the date listed below and that this business entity is registered to do business and is in good standing at the time this certificate is issued.

Name:	Entertainment Management Co. LLC
Date Filed:	11/07/2013
File Number:	711668100029
Minnesota Statutes, Chapter:	322B
Home Jurisdiction:	Minnesota

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This certificate has been issued on:

11/19/2013

NEBRASKA LIQUOR
CONTROL COMMISSION



Mark Ritchie

Mark Ritchie
Secretary of State
State of Minnesota

I, Mark Ritchie, Secretary of State of Minnesota, do certify that: The following business entity has duly complied with the relevant provisions of Minnesota Statutes listed below, and is formed or authorized to do business in Minnesota on and after this date with all the powers, rights and privileges, and subject to the limitations, duties and restrictions, set forth in that chapter.

The business entity is now legally registered under the laws of Minnesota.

Name:

Entertainment Management Co. LLC

File Number:

711668100029

Minnesota Statutes, Chapter:

322B

APR 16 2015

This certificate has been issued on:

11/07/2013

NEBRASKA LIQUOR
CONTROL COMMISSION



Mark Ritchie
Mark Ritchie
Secretary of State
State of Minnesota

Office of the Minnesota Secretary of State
Minnesota Limited Liability Company/Articles of Organization
Minnesota Statutes 322B



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The individual(s) listed below who is (are each) 18 years of age or older,
hereby adopt(s) the following Articles of Organization:

ARTICLE 1 - LIMITED LIABILITY COMPANY NAME:

Entertainment Management Co. LLC

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**NEBRASKA LIQUOR
CONTROL COMMISSION**

ARTICLE 2 - REGISTERED OFFICE and AGENT:

Name

Address:

800 LaSalle Avenue Ste 1900 Minneapolis MN 55402 USA

ARTICLE 3 - DURATION: PERPETUAL

ARTICLE 4 - ORGANIZERS:

Name:

Address:

Scott Lloyd Anderson

**800 LaSalle Avenue Ste 1900 Minneapolis MN
55402 USA**

If you submit an attachment, it will be incorporated into this document. If the attachment conflicts with the information specifically set forth in this document, this document supersedes the data referenced in the attachment.

By typing my name, I, the undersigned, certify that I am signing this document as the person whose signature is required, or as agent of the person(s) whose signature would be required who has authorized me to sign this document on his/her behalf, or in both capacities. I further certify that I have completed all required fields, and that the information in this document is true and correct and in compliance with the applicable chapter of Minnesota Statutes. I understand that by signing this document I am subject to the penalties of perjury as set forth in Section 609.48 as if I had signed this document under oath.

SIGNED BY: Scott Lloyd Anderson

MAILING ADDRESS: None Provided

EMAIL FOR OFFICIAL NOTICES:

robertah@fwhtlaw.com

**ARTICLES OF ORGANIZATION
OF
ENTERTAINMENT MANAGEMENT CO., LLC**

The undersigned organizer, being a natural person 18 years of age or older, in order to form a limited liability company under Minnesota Statutes, Chapter 322B, hereby adopts the following Articles of Organization:

ARTICLE I

The name of the Company is Entertainment Management Co., LLC.

ARTICLE II

The registered office of the Company is located at:

800 LaSalle Avenue
Suite 1900
Minneapolis, Minnesota 55402

ARTICLE III

Membership interests in the Company shall be represented by membership units. Subject to any terms and conditions imposed by law, the operating agreement or any member control agreement for the Company, the members are authorized to cause the Company to issue up to and including twenty-five thousand (25,000) membership units for such consideration and upon such terms and conditions as the members shall approve. Except as provided in any applicable operating agreement or member control agreement of the Company, membership units shall be equal in all respects and each membership unit outstanding shall be entitled to one vote upon each matter for which members are entitled to vote, and shall share equally in allocations of profits and losses and distributions; provided, however, nothing herein contained shall prohibit a member from assigning part or all of such member's governance rights or financial rights represented by membership units to the extent not otherwise restricted by law, or any operating agreement or member control agreement of the Company.

ARTICLE IV

The name and address of the organizer of the Company is as follows:

Scott Lloyd Anderson
Fabyanske, Westra, Hart & Thomson, P.A.
800 LaSalle Avenue, Suite 1900
Minneapolis, MN 55402

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ARTICLE V

NEBRASKA LIQUOR
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The period of duration of the Company's existence as a limited liability company shall be perpetual.

ARTICLE VI

Dissolution of the Company will be avoided upon the occurrence of an event under Section 322B.306, subdivision 1, that terminates the continued membership of a member in the Company if the Company is left with at least one remaining member or in the event of the death of the last remaining member, if the personal representative of the deceased member's estate causes the company to admit at least one new member.

ARTICLE VII

No member of the Company shall have cumulative voting rights.

ARTICLE VIII

No member of the Company shall have preemptive rights as provided in Section 322B.33.

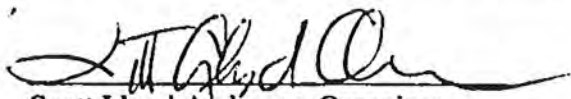
ARTICLE IX

Any action required or permitted to be taken at a meeting of the board of governors of the Company not needing approval by the members may be taken by written action signed by all of the governors.

ARTICLE X

No governor of the Company shall be personally liable to the Company or its members for monetary damages for breach of fiduciary duty by such governor as a governor; provided, however, that this Article shall not eliminate or limit the liability of a governor to the extent provided by applicable law (i) for any breach of the governor's duty of loyalty to the Company or its members, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Sections 322B.56 or 80A.23 of the Minnesota Statutes, (iv) for any transaction from which the governor derived an improper personal benefit or (v) for any act or omission occurring prior to the effective date of this Article X. No amendment to or repeal of this Article X shall apply to or have any effect on the liability or alleged liability of any governor of the Company for or with respect to any acts or omissions of such governor occurring prior to such amendment or repeal.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of November, 2013


Scott Lloyd Anderson, Organizer



Work Item 711668100029
Original File Number 711668100029

STATE OF MINNESOTA
OFFICE OF THE SECRETARY OF STATE
FILED
11/07/2013 11:59 PM

Mark Ritchie

Mark Ritchie
Secretary of State

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**EIN Assistant**

Your Progress: 1. Identity 2. Authenticate 3. Addresses 4. Details 5. EIN Confirmation

Congratulations! Your EIN has been successfully assigned.

EIN Assigned: 46-4067048

Legal Name: ENTERTAINMENT MANAGEMENT CO LLC

IMPORTANT:

Save and/or print this page and the confirmation letter below for your permanent records.

The confirmation letter below is your official IRS notice and contains important information regarding your EIN.

[CLICK HERE for Your EIN Confirmation Letter](#)[Help with saving and printing your letter](#)

Once you have saved or printed your letter, click "Continue" to get additional information about using your new EIN.

[Continue >>](#)**Help Topics**

- [? What if I do not have access to a printer at this time?](#)
- [? Can I access this letter at a later date?](#)

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CONTROL COMMISSION

ENTERTAINMENT MANAGEMENT CO LLC
SCOTT LLOYD ANDERSON MBR
800 LASALLE AVE STE 1900
MINNEAPOLIS, MN 55402

Date of this notice: 11-08-2013

Employer Identification Number:
46-4067048

Form: SS-4

Number of this notice: 5198

For assistance you may call us at
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 46-4067048. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 1065

04/15/2014

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is made as of November 14, 2014 (the "Effective Date"), by and between STORE CAPITAL ACQUISITIONS, LLC, a Delaware limited liability company ("Lessor"), whose address is 8501 E. Princess Drive, Suite 190, Scottsdale, Arizona 85255, and ENTERTAINMENT MANAGEMENT CO., LLC, a Minnesota limited liability company ("Lessee"), whose address is 11109 Xylon Avenue South, Bloomington, Minnesota 55438. Capitalized terms not defined herein shall have the meanings set forth in Exhibit A hereto.

In consideration of the mutual covenants and agreements herein contained, Lessor and Lessee hereby covenant and agree as follows:

ARTICLE I

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BASIC LEASE TERMS

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Section 1.01. Property. The street address of the Property is set forth on Exhibit B attached hereto. *attached lease*

Section 1.02. Initial Term Expiration Date. November 30, 2029.

Section 1.03. Extension Options. Four (4) extensions of five (5) years each, as described in Section 3.02.

Section 1.04. Term Expiration Date (if fully extended). November 30, 2049.

Section 1.05. Base Annual Rental. \$93,349.07, as described in Article IV.

Section 1.06. Rental Adjustment. 1.5% of the Base Annual Rental, as described in Section 4.02.

Section 1.07. Adjustment Date. December 1, 2015 and every year thereafter during the Lease Term (including any Extension Term).

Section 1.08. Security Deposit. None.

Section 1.09. Guarantor. Philip L. Rafnson.

Section 1.10. Lessee Tax Identification No. 46-4067048.

Section 1.11. Lessor Tax Identification No. 45-2674893.

ARTICLE II

LEASE OF PROPERTY

Section 2.01. Lease. In consideration of Lessee's payment of the Rental and other Monetary Obligations and Lessee's performance of all other obligations hereunder, Lessor

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hereby leases to Lessee, and Lessee hereby takes and hires, the Property, "AS IS" and "WHERE IS" without representation or warranty by Lessor, and subject to the existing state of title, the parties in possession, any statement of facts which an accurate survey or physical inspection might reveal, and all Legal Requirements now or hereafter in effect.

Section 2.02. Quiet Enjoyment. So long as Lessee shall pay the Rental and other Monetary Obligations provided in this Lease, and shall keep and perform all of the terms, covenants and conditions on its part contained herein, Lessee shall have, subject to the terms and conditions set forth herein, the right to the peaceful and quiet enjoyment and occupancy of the Property; *provided, however*, in no event shall Lessee be entitled to bring any action against Lessor to enforce its rights hereunder if an Event of Default, or any event or circumstance which, with the giving of notice or the passage of time, or both, would constitute an Event of Default, shall have occurred and be continuing.

ARTICLE III LEASE TERM; EXTENSION

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Section 3.01. Initial Term. The initial term of this Lease (Initial Term) shall commence as of the Effective Date and shall expire at midnight on November 30, 2029 ("Expiration Date"), unless terminated sooner as provided in this Lease and as may be extended as provided herein. The time period during which this Lease shall actually be in effect, including any Extension Term, is referred to as the "Lease Term."

Section 3.02. Extensions. Unless this Lease has expired or has been sooner terminated, or an Event of Default has occurred and is continuing at the time any extension option is exercised, and provided that all other agreements necessary to the continued operation of Lessee's business at the Property are extended for a period of not less than the applicable extension periods (including, without limitation, all Franchise Agreements), Lessee shall have the right and option (each, an "Extension Option") to extend the Initial Term for Four (4) additional successive periods of five (5) years each (each, an "Extension Term"), pursuant to the terms and conditions of this Lease then in effect.

Section 3.03. Notice of Exercise. Lessee may only exercise the Extension Options by giving written notice thereof to Lessor of its election to do so no later than one hundred twenty (120) days prior to the Expiration Date and one hundred twenty (120) days prior to the then existing Extension Term, as the case may be. If written notice of the exercise of any Extension Option is not received by Lessor by the applicable dates described above, then this Lease shall terminate on the last day of the Initial Term or, if applicable, the last day of the Extension Term then in effect. Upon the request of Lessor or Lessee, the parties hereto will, at the expense of Lessee, execute and exchange an instrument in recordable form setting forth the extension of the Lease Term in accordance with this Section 3.03.

Section 3.04. Removal of Personalty. Upon the expiration of the Lease Term, and if Lessee is not then in breach hereof, Lessee may remove from the Property all personal property belonging to Lessee. Lessee shall repair any damage caused by such removal and shall leave the Property clean and in good and working condition and repair inside and out, subject to normal wear and tear, casualty and condemnation. Any property of Lessee left on the Property on the tenth day following the expiration of the Lease Term shall, at Lessor's option, automatically and immediately become the property of Lessor.

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ARTICLE IV

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Section 4.01. Base Monthly Rental. During the Lease Term, on or before the first day of each calendar month, Lessee shall pay in advance the Base Monthly Rental then in effect. If the Effective Date is a date other than the first day of the month, Lessee shall pay to Lessor on the Effective Date the Base Monthly Rental prorated by multiplying the Base Monthly Rental by a fraction, the numerator of which is the number of days remaining in the month (including the Effective Date) for which Rental is being paid, and the denominator of which is the total number of days in such month.

Section 4.02. Adjustments. During the Lease Term (including any Extension Term), on the first Adjustment Date and on each Adjustment Date thereafter, the Base Annual Rental shall increase by an amount equal to the Rental Adjustment; *provided, however*, that in no event shall Base Annual Rental be reduced as a result of the application of the Rental Adjustment.

Section 4.03. Additional Rental. Lessee shall pay and discharge, as additional rental ("Additional Rental"), all sums of money required to be paid by Lessee under this Lease which are not specifically referred to as Rental. Lessee shall pay and discharge any Additional Rental when the same shall become due, provided that amounts which are billed to Lessor or any third party, but not to Lessee, shall be paid within fifteen (15) days after Lessor's demand for payment thereof or, if earlier, when the same are due. In no event shall Lessee be required to pay to Lessor any item of Additional Rental that Lessee is obligated to pay and has paid to any third party pursuant to any provision of this Lease.

Section 4.04. Rentals To Be Net to Lessor. The Base Annual Rental payable hereunder shall be net to Lessor, so that this Lease shall yield to Lessor the Rentals specified during the Lease Term, and all Costs and obligations of every kind and nature whatsoever relating to the Property shall be performed and paid by Lessee, including without limitation, common area maintenance charges, if any, related to the Property. Lessee shall perform all of its obligations under this Lease at its sole cost and expense. All Rental and other Monetary Obligations which Lessee is required to pay hereunder shall be the unconditional obligation of Lessee and shall be payable in full when due and payable, without notice or demand, and without any setoff, abatement, deferment, deduction or counterclaim whatsoever.

Section 4.05. ACH Authorization. Upon execution of this Lease, Lessee shall deliver to Lessor a complete Authorization Agreement – Pre-Arranged Payments in the form of Exhibit C attached hereto and incorporated herein by this reference, together with a voided check for account verification, establishing arrangements whereby payments of the Base Monthly Rental, any Additional Rental, impound payments (if any), sales tax or real property tax (if any), and any other Monetary Obligations are transferred by Automated Clearing House Debit initiated by Lessor from an account established by Lessee at a United States bank or other financial institution to such account as Lessor may designate. Lessee shall continue to pay all Rental and other Monetary Obligations by Automated Clearing House Debit unless otherwise directed by Lessor.

Section 4.06. Late Charges; Default Interest. Any delinquent payment shall, in addition to any other remedy of Lessor, incur a late charge of five percent (5%) (which late charge is intended to compensate Lessor for the cost of handling and processing such

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delinquent payment and should not be considered interest) and bear interest at the Default Rate, such interest to be computed from and including the date such payment was due through and including the date of the payment; *provided, however*, in no event shall Lessee be obligated to pay a sum of late charge and interest higher than the maximum legal rate then in effect.

Section 4.07. Holdover. If Lessee remains in possession of the Property after the expiration of the term hereof, Lessee, at Lessor's option and within Lessor's sole discretion, may be deemed a tenant on a month-to-month basis and shall continue to pay Rentals and other Monetary Obligations in the amounts herein provided, except that the Base Monthly Rental shall be automatically increased to one hundred fifty percent (150%) of the last Base Monthly Rental payable under this Lease, and Lessee shall comply with all the terms of this Lease; *provided that* nothing herein nor the acceptance of Rental by Lessor shall be deemed a consent to such holding over. Lessee shall defend, indemnify, protect and hold the Indemnified Parties harmless from and against any and all Losses resulting from Lessee's failure to surrender possession upon the expiration of the Lease Term, including, without limitation, any claims made by any succeeding lessee.

Section 4.08. Guaranty. On or before the execution of this Lease, Lessee shall cause Guarantor to execute and deliver to Lessor the Guaranty.

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ARTICLE V

REPRESENTATIONS AND WARRANTIES OF LESSEE

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The representations and warranties of Lessee contained in this Article V are being made to induce Lessor to enter into this Lease, and Lessor has relied, and will continue to rely, upon such representations and warranties. Lessee represents and warrants to Lessor as follows:

Section 5.01. Organization, Authority and Status of Lessee. Lessee has been duly organized or formed, is validly existing and in good standing under the laws of its state of formation and is qualified as a foreign limited liability company to do business in any jurisdiction where such qualification is required. All necessary company action has been taken to authorize the execution, delivery and performance by Lessee of this Lease and of the other documents, instruments and agreements provided for herein, including without limitation, the Transaction Documents. Lessee is not, and if Lessee is a "disregarded entity," the owner of such disregarded entity is not, a "nonresident alien," "foreign corporation," "foreign partnership," "foreign trust," "foreign estate," or any other "person" that is not a "United States Person" as those terms are defined in the Code and the regulations promulgated thereunder. The Person who has executed this Lease on behalf of Lessee is duly authorized to do so.

Section 5.02. Enforceability. This Lease constitutes the legal, valid and binding obligation of Lessee, enforceable against Lessee in accordance with its terms.

Section 5.03. Property Condition. Lessee has physically inspected the Property and has examined title to the Property, and has found all of the same satisfactory in all respects for all of Lessee's purposes.

Section 5.04. Litigation. There are no suits, actions, proceedings or investigations pending, or to the best of its knowledge, threatened against or involving any Lessee Entity or

the Property before any arbitrator or Governmental Authority which might reasonably result in any Material Adverse Effect.

Section 5.05. Absence of Breaches or Defaults. Lessee is not in default under any document, instrument or agreement to which Lessee is a party or by which Lessee, the Property or any of Lessee's property is subject or bound, which has had, or could reasonably be expected to result in, a Material Adverse Effect. The authorization, execution, delivery and performance of this Lease and the documents, instruments and agreements provided for herein will not result in any breach of or default under any document, instrument or agreement to which Lessee is a party or by which Lessee, the Property or any of Lessee's property is subject or bound.

Section 5.06. Licenses and Permits. Lessee has obtained all required licenses and permits, both governmental and private, to use and operate the Property as a Permitted Facility.

Section 5.07. Financial Condition; Information Provided to Lessor. The financial statements, all financial data and all other documents and information heretofore delivered to Lessor by or with respect to the Lessee Entities and the Property in connection with this Lease or relating to the Lessee Entities or the Property are true, correct and complete in all material respects; there have been no amendments thereto since the date such items were prepared or delivered to Lessor; all financial statements provided were prepared in accordance with GAAP, and fairly present as of the date thereof the financial condition of each individual or entity to which they pertain; and no change has occurred to any such financial statements, financial data, documents and other information not disclosed in writing to Lessor, which has had, or could reasonably be expected to result in, a Material Adverse Effect.

Section 5.08. Compliance With OFAC Laws. None of the Lessee Entities, and no individual or entity owning directly or indirectly any interest in any of the Lessee Entities, is an individual or entity whose property or interests are subject to being blocked under any of the OFAC Laws or is otherwise in violation of any of the OFAC Laws; *provided, however*, that the representation contained in this sentence shall not apply to any Person to the extent such Person's interest is in or through a U.S. Publicly Traded Entity.

Section 5.09. Solvency. There is no contemplated, pending or threatened Insolvency Event or similar proceedings, whether voluntary or involuntary, affecting Lessee or Guarantor, or to the best of Lessee's knowledge, its members or its Affiliates. Lessee does not have unreasonably small capital to conduct its business.

Section 5.10. Ownership. No Person that actually or constructively owns ten percent (10%) or more of the outstanding capital stock of Lessor owns, directly or indirectly, (a) ten percent (10%) or more of the total combined voting power of all classes of voting capital stock of Lessee, or (b) ten percent (10%) or more of the total value of all classes of capital stock of Lessee.

Section 5.11. Franchise Agreement. Lessee has entered into a franchise, license and/or area development agreement with Franchisor ("Franchise Agreement") for conduct of the business at the Property. Such Franchise Agreement is valid, binding and in full force and effect, permits Lessee to operate a Permitted Facility on the Property and has an initial term of ten (10) years with two (2) 5-year extensions.

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ARTICLE VI

TAXES AND ASSESSMENTS; UTILITIES; INSURANCE

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Section 6.01. Taxes.

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(a) **Payment.** Subject to the provisions of Section 6.01(b) below, Lessee shall pay, prior to the earlier of delinquency or the accrual of interest on the unpaid balance, all taxes and assessments of every type or nature assessed against or imposed upon the Property, Lessee or Lessor during the Lease Term related to or arising out of this Lease and the activities of the parties hereunder, including without limitation, (i) all taxes or assessments upon the Property or any part thereof and upon any personal property, trade fixtures and improvements located on the Property, whether belonging to Lessor or Lessee, or any tax or charge levied in lieu of such taxes and assessments; (ii) all taxes, charges, license fees and or similar fees imposed by reason of the use of the Property by Lessee; (iii) all excise, franchise, transaction, privilege, license, sales, use and other taxes upon the Rental or other Monetary Obligations hereunder, the leasehold estate of either party or the activities of either party pursuant to this Lease; and (iv) all franchise, privilege or similar taxes of Lessor calculated on the value of the Property or on the amount of capital apportioned to the Property. Notwithstanding anything in clauses (i) through (iv) to the contrary, Lessee shall not be obligated to pay or reimburse Lessor for any taxes based on the net income of Lessor.

(b) **Right to Contest.** Within thirty (30) days after each tax and assessment payment is required by this Section 6.01 to be paid, Lessee shall provide Lessor with evidence reasonably satisfactory to Lessor that taxes and assessments have been timely paid by Lessee. In the event Lessor receives a tax bill, Lessor shall use commercially reasonable efforts to forward said bill to Lessee within fifteen (15) days of Lessor's receipt thereof. Lessee may, at its own expense, contest or cause to be contested (in the case of any item involving more than \$10,000, after prior written notice to Lessor, which shall be given within fifteen (15) days of Lessee's determination to contest any matter as permitted herein), by appropriate legal proceedings conducted in good faith and with due diligence, any above-described item or lien with respect thereto, including, without limitation, the amount or validity or application, in whole or in part, of any such item, provided that (i) neither the Property nor any interest therein would be in any danger of being sold, forfeited or lost by reason of such proceedings; (ii) no Event of Default has occurred and is continuing; (iii) if and to the extent required by the applicable taxing authority and/or Lessor, Lessee posts a bond or takes other steps acceptable to such taxing authority and/or Lessor that removes such lien or stays enforcement thereof; (iv) Lessee shall promptly provide Lessor with copies of all notices received or delivered by Lessee and filings made by Lessee in connection with such proceeding; and (v) upon termination of such proceedings, it shall be the obligation of Lessee to pay the amount of any such tax and assessment or part thereof as finally determined in such proceedings, the payment of which may have been deferred during the prosecution of such proceedings, together with any costs, fees (including attorneys' fees and disbursements), interest, penalties or other liabilities in connection therewith. Lessor shall at the request of Lessee, execute or join in the execution of any instruments or documents necessary in connection with such contest or proceedings, but Lessor shall incur no cost or obligation thereby.

Section 6.02. Utilities. Lessee shall contract, in its own name, for and pay when due all charges for the connection and use of water, gas, electricity, telephone, garbage collection, sewer use and other utility services supplied to the Property during the Lease Term. Under no circumstances shall Lessor be responsible for any interruption of any utility service.

Section 6.03. Insurance.

(a) **Coverage.** Throughout the Lease Term, Lessee shall maintain, with respect to the Property, at its sole expense, the following types and amounts of insurance, in addition to such other insurance as Lessor may reasonably require from time to time:

(i) Insurance against loss or damage to real property and personal property under an "all risk" or "special form" insurance policy, which shall include coverage against all risks of direct physical loss, including but not limited to loss by fire, lightning, wind, terrorism, and other risks normally included in the standard ISO special form (and shall also include National Flood and Excess Flood insurance if the Property is located within a 100-year floodplain (FEMA Zones A and V) and earthquake insurance if the Property is located within a moderate to high earthquake hazard zone as determined by an approved insurance company set forth in Section 6.03(b)(x) below). Such policy shall also include soft costs, a joint loss agreement, coverage for ordinance or law covering the loss of value of the undamaged portion of the Property, costs to demolish and the increased costs of construction if any of the improvements located on, or the use of, the Property shall at any time constitute legal non-conforming structures or uses. Ordinance or law limits shall be in an amount equal to the full replacement cost for the loss of value of the undamaged portion of the Property and no less than 25% of the replacement cost for costs to demolish and the increased cost of construction, or in an amount otherwise specified by Lessor. Such insurance shall be in amounts not less than 100% of the full insurable replacement cost values (without deduction for depreciation), with an agreed amount endorsement or without any coinsurance provision, and with sublimits satisfactory to Lessor, as determined from time to time at Lessor's request but not more frequently than once in any 12-month period.

(ii) Commercial general liability insurance, including products and completed operation liability, covering Lessor and Lessee against bodily injury liability, property damage liability and personal and advertising injury, liquor liability coverage, including without limitation any liability arising out of the ownership, maintenance, repair, condition or operation of the Property or adjoining ways, streets, parking lots or sidewalks. Such insurance policy or policies shall contain a broad form contractual liability endorsement under which the insurer agrees to insure Lessee's obligations under Article X hereof to the extent insurable, and a "severability of interest" clause or endorsement which precludes the insurer from denying the claim of Lessee or Lessor because of the negligence or other acts of the other, shall be in amounts of not less than \$10,000,000 per occurrence for bodily injury and property damage, and \$10,000,000 general aggregate per location, or such higher limits as Lessor may reasonably require from time to time, and shall be of form and substance

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satisfactory to Lessor. Such limits of insurance can be acquired through Commercial General liability and Umbrella liability policies.

(iii) Workers' compensation and Employers Liability insurance with statutorily mandated limits covering all persons employed by Lessee on the Property in connection with any work done on or about the Property for which claims for death or bodily injury could be asserted against Lessor, Lessee or the Property.

(iv) Business interruption insurance including Rental Value Insurance payable to Lessor at all locations for a period of not less than twelve (12) months. Such insurance is to follow the form of the real property "all risk" or "special form" coverage and is not to contain a co-insurance clause. Such insurance is to have a minimum of 180 days of extended period of indemnity.

(v) Automobile liability insurance, including owned, non-owned and hired car liability insurance for combined limits of liability of \$5,000,000.00 per occurrence. The limits of liability can be provided in a combination of an automobile liability policy and an umbrella liability policy.

(vi) Comprehensive Boiler and Machinery Insurance against loss or damage from explosion of any steam or pressure boilers or similar apparatus, if any, located in or about the Property and in an amount equal to the lesser of 25% of the 100% replacement cost of the Property or \$5,000,000.00.

(vii) Such additional and/or other insurance and in such amounts as at the time is customarily carried by prudent owners or tenants with respect to improvements and personal property similar in character, location and use and occupancy to the Property.

(b) **Insurance Provisions.** All insurance policies shall:

(i) provide for a waiver of subrogation by the insurer as to claims against Lessor, its employees and agents;

(ii) be primary and provide that any "other insurance" clause in the insurance policy shall exclude any policies of insurance maintained by Lessor and the insurance policy shall not be brought into contribution with insurance maintained by Lessor;

(iii) contain deductibles not to exceed \$25,000.00;

(iv) contain a standard non-contributory mortgagee clause or endorsement in favor of any Lender designated by Lessor;

(v) provide that the policy of insurance shall not be terminated, cancelled or amended without at least thirty (30) days' prior written notice to Lessor and to any Lender covered by any standard mortgagee clause or endorsement;

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(vi) provide that the insurer shall not have the option to restore the Property if Lessor elects to terminate this Lease in accordance with the terms hereof;

(vii) be in amounts sufficient at all times to satisfy any coinsurance requirements thereof;

(viii) except for workers' compensation insurance referred to in Section 6.03(a)(iii) above, name Lessor and any Lessor Affiliate or Lender requested by Lessor, as an "additional insured" with respect to liability insurance, and as an "additional named insured" or "additional insured" with respect to real property and rental value insurance, as appropriate and as their interests may appear;

(ix) be evidenced by delivery to Lessor and any Lender designated by Lessor of an Acord Form 28 for property, business interruption and boiler & machinery coverage (or any other form requested by Lessor) and an Acord Form 25 for commercial general liability, workers' compensation and umbrella coverage (or any other form requested by Lessor); provided that in the event that either such form is no longer available, such evidence of insurance shall be in a form reasonably satisfactory to Lessor and any Lender designated by Lessor; and

(x) be issued by insurance companies licensed to do business in the states where the Property is located and which are rated no less than A-X by Best's Insurance Guide or are otherwise approved by Lessor.

(c) **Additional Obligations.** It is expressly understood and agreed that (i) if any insurance required hereunder, or any part thereof, shall expire, be withdrawn, become void by breach of any condition thereof by Lessee, or become void or in jeopardy by reason of the failure or impairment of the capital of any insurer, Lessee shall immediately obtain new or additional insurance reasonably satisfactory to Lessor and any Lender designated by Lessor; (ii) the minimum limits of insurance coverage set forth in this Section 6.03 shall not limit the liability of Lessee for its acts or omissions as provided in this Lease; (iii) Lessee shall procure policies for all insurance for periods of not less than one year and shall provide to Lessor and any servicer or Lender of Lessor certificates of insurance or, upon Lessor's request, duplicate originals of insurance policies evidencing that insurance satisfying the requirements of this Lease is in effect at all times; (iv) Lessee shall pay as they become due all premiums for the insurance required by this Section 6.03; (v) in the event that Lessee fails to comply with any of the requirements set forth in this Section 6.03, within ten (10) days of the giving of written notice by Lessor to Lessee, (A) Lessor shall be entitled to procure such insurance; and (B) any sums expended by Lessor in procuring such insurance shall be Additional Rental and shall be repaid by Lessee, together with interest thereon at the Default Rate, from the time of payment by Lessor until fully paid by Lessee immediately upon written demand therefor by Lessor; and (vi) Lessee shall maintain all insurance policies required in this Section 6.03 not to be cancelled, invalidated or suspended on account of the conduct of Lessee, its officers, directors, managers, members, employees or agents, or anyone acting for Lessee or any subtenant or other occupant of the Property, and shall

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comply with all policy conditions and warranties at all times to avoid a forfeiture of all or part of any insurance payment.

(d) **Blanket Policies.** Notwithstanding anything to the contrary in this Section 6.03, any insurance which Lessee is required to obtain pursuant to this Section 6.03 may be carried under a "blanket" policy or policies covering other properties or liabilities of Lessee provided that such "blanket" policy or policies otherwise comply with the provisions of this Section 6.03.

Section 6.04. Tax and Insurance Impound. Upon the occurrence of a monetary Event of Default and with respect to each Event of Default, in addition to any other remedies, Lessor may require Lessee to pay to Lessor on the first day of each month the amount that Lessor reasonably estimates will be necessary in order to accumulate with Lessor sufficient funds in an impound account (which shall not be deemed a trust fund) (the "Reserve") for Lessor to pay any and all real estate taxes ("Real Estate Taxes") and insurance premiums ("Insurance Premiums") for the Property for the ensuing twelve (12) months, or, if due sooner, Lessee shall pay the required amount immediately upon Lessor's demand therefor. Lessor shall, upon prior written request of Lessee, provide Lessee with evidence reasonably satisfactory to Lessee that payment of the Real Estate Taxes and Insurance Premiums was made in a timely fashion. In the event that the Reserve does not contain sufficient funds to timely pay any Real Estate Taxes or Insurance Premiums, upon Lessor's written notification thereof, Lessee shall, within five (5) Business Days of such notice, provide funds to Lessor in the amount of such deficiency. Lessor shall pay or cause to be paid directly to the applicable taxing authorities and insurance company, as the case may be, any Real Estate Taxes and Insurance Premiums then due and payable for which there are funds in the Reserve; *provided, however*, that in no event shall Lessor be obligated to pay any Real Estate Taxes or Insurance Premiums in excess of the funds held in the Reserve, and Lessee shall remain liable for any and all Real Estate Taxes, including fines, penalties, interest or additional costs imposed by any taxing authority (unless incurred as a result of Lessor's failure to timely pay Real Estate Taxes for which it had funds in the Reserve) and Insurance Premiums. Lessee shall cooperate fully with Lessor in assuring that the Real Estate Taxes and Insurance Premiums are timely paid. Lessor may deposit all Reserve funds in accounts insured by any federal or state agency and may commingle such funds with other funds and accounts of Lessor. Interest or other gains from such funds, if any, shall be the sole property of Lessor. Upon an Event of Default, in addition to any other remedies, Lessor may apply all impounded funds in the Reserve against any sums due from Lessee to Lessor. Lessor shall give to Lessee an annual accounting showing all credits and debits to and from such impounded funds received from Lessee. Provided Lessee cures all Events of Default and there is no further Event of Default for twelve (12) consecutive months, Lessor agrees that Lessee will no longer be required to fund the Reserve and Lessor agrees to return the funds in the Reserve to Lessee.

ARTICLE VII

MAINTENANCE; ALTERATIONS

Section 7.01. Condition of Property; Maintenance. Lessee hereby accepts the Property "AS IS" and "WHERE IS" with no representation or warranty of Lessor as to the condition thereof. Lessee shall, at its sole cost and expense, be responsible for (a) keeping all of the building, structures and improvements erected on the Property in good order and repair, free from actual or constructive waste, including without limitation, the roof and the HVAC and

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other electrical and mechanical systems; (b) the repair or reconstruction of any building, structures or improvements erected on the Property damaged or destroyed by a Casualty; (c) subject to Section 7.02, making all necessary structural, non-structural, exterior and interior repairs and replacements to any building, structures or improvements erected on the Property; (d) operating the Property and completing any remodeling, updating and modernizing as Lessee deems necessary or as required pursuant to the Franchise Agreement; (e) (i) ensuring that no party encroaches upon the Property; (ii) protecting, defending, indemnifying, releasing and holding the Indemnified Parties harmless from and against any and all claims and Losses arising out of or in any way relating to any encroachments and/or activities upon the Property caused by any Person; and (iii) prosecuting any claims that Lessee seeks to bring against any Person relating to Lessee's use and possession of the Property; and (f) paying all operating costs of the Property in the ordinary course of business. Lessee waives any right to require Lessor to maintain, repair or rebuild the Property or make repairs at the expense of Lessor pursuant to any Legal Requirements at any time in effect.

Section 7.02. Alterations and Improvements. During the Lease Term, Lessee shall not alter the exterior, structural, plumbing or electrical elements of the Property in any manner without the consent of Lessor, which consent shall not be unreasonably withheld or conditioned; *provided, however*, Lessee may undertake nonstructural alterations to the Property, individually, costing less than \$75,000 without Lessor's prior written consent. Lessor agrees to make reasonable efforts to respond to each request for consent within ten (10) Business Days with its approval, a specific request for additional information Lessor reasonably requires or specific reasons for Lessor's denial of such request for consent. If Lessor's consent is required hereunder and Lessor consents to the making of any such alterations, the same shall be made by Lessee at Lessee's sole expense by a licensed contractor and according to plans and specifications approved by Lessor and subject to such other conditions as Lessor shall reasonably require. Any work at any time commenced by Lessee on the Property shall be prosecuted diligently to completion, shall be of good workmanship and materials and shall comply fully with all the terms of this Lease and all Legal Requirements. Upon completion of any alterations individually costing \$75,000 or more, Lessee shall promptly provide Lessor with evidence of full payment to all laborers and materialmen contributing to the alterations. Additionally, upon completion of any alterations, Lessee shall promptly provide Lessor with (a) an architect's certificate certifying the alterations to have been completed in conformity with the plans and specifications (if the alterations are of such a nature as would require the issuance of such a certificate from the architect); (b) a certificate of occupancy (if the alterations are of such a nature as would require the issuance of a certificate of occupancy); and (c) any other documents or information reasonably requested by Lessor. Lessee shall keep the Property free from any liens arising out of any work performed on, or materials furnished to, the Property. Lessee shall execute and file or record, as appropriate, a "Notice of Non-Responsibility," or any equivalent notice permitted under applicable Law in the state where the Property is located which provides that Lessor is not responsible for the payment of any costs or expenses relating to the additions or alterations. Any addition to or alteration of the Property shall be deemed a part of the Property and belong to Lessor, and Lessee shall execute and deliver to Lessor such instruments as Lessor may require to evidence the ownership by Lessor of such addition or alteration.

Section 7.03. Encumbrances. During the Lease Term, Lessor shall have the right to grant easements on, over, under and above the Property without the prior consent of Lessee, provided that such easements will not materially interfere with Lessee's use of the Property and Lessor agrees to deliver a copy of each such proposed easement to Lessee at least ten (10)

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Business Days prior to Lessor granting such easement. Lessee shall comply with and perform all obligations of Lessor under all easements, declarations, covenants, restrictions and other items of record now or hereafter encumbering the Property. Without Lessor's prior written consent, Lessee shall not grant any easements on, over, under or above the Property.

ARTICLE VIII

USE OF THE PROPERTY; COMPLIANCE

Section 8.01. Use. During the Lease Term, the Property shall be used solely for the operation of a Permitted Facility. Except during periods when the Property is untenable due to Casualty or Condemnation (and provided that Lessee continues to strictly comply with the other terms and conditions of this Lease), Lessee shall at all times during the Lease Term occupy the Property and shall diligently operate its business on the Property.

Section 8.02. Alternative Use. Lessee shall not, by itself or through any assignment, sublease or other type of transfer, convert the Property to an alternative use during the Lease Term without Lessor's prior written consent, such consent not to be unreasonably withheld, conditioned or delayed. In the event that Lessee shall change the use of the Property or the concept or brand operated on the Property, only as may be expressly permitted herein or consented to by Lessor in writing, Lessee shall provide Lessor with written notice of any such change and a copy of the franchise agreement related to such new concept or brand, if any.

Section 8.03. Compliance. Lessee's use and occupation of the Property, and the condition thereof, shall, at Lessee's sole cost and expense, comply fully with all Legal Requirements and all restrictions, covenants and encumbrances of record, and any owner obligations under such Legal Requirements, or restrictions, covenants and encumbrances of record, with respect to the Property, in either event, the failure with which to comply could have a Material Adverse Effect. Without in any way limiting the foregoing provisions, Lessee shall comply with all Legal Requirements relating to anti-terrorism, trade embargos, economic sanctions, Anti-Money Laundering Laws, and the Americans with Disabilities Act of 1990, as such act may be amended from time to time, and all regulations promulgated thereunder, as it affects the Property now or hereafter in effect. Upon Lessor's written request from time to time during the Lease Term, Lessee shall certify in writing to Lessor that Lessee's representations, warranties and obligations under Section 5.08 and this Section 8.03 remain true and correct and have not been breached. Lessee shall promptly notify Lessor in writing if any of such representations, warranties or covenants are no longer true or have been breached or if Lessee has a reasonable basis to believe that they may no longer be true or have been breached. In connection with such an event, Lessee shall comply with all Legal Requirements and directives of Governmental Authorities and, at Lessor's request, provide to Lessor copies of all notices, reports and other communications exchanged with, or received from, Governmental Authorities relating to such an event. Lessee shall also reimburse Lessor for all Costs incurred by Lessor in evaluating the effect of such an event on the Property and this Lease, in obtaining any necessary license from Governmental Authorities as may be necessary for Lessor to enforce its rights under the Transaction Documents, and in complying with all Legal Requirements applicable to Lessor as the result of the existence of such an event and for any penalties or fines imposed upon Lessor as a result thereof. If any act or condition exists on or about the Property which will materially increase any insurance rate thereon Lessee shall pay for such increase. Lessee agrees that it will defend, indemnify and hold harmless the Indemnified

Parties from and against any and all Losses caused by, incurred or resulting from Lessee's failure to comply with its obligations under this Section.

Section 8.04. Environmental.

(a) **Representations and Warranties.** Lessee, to Lessee's actual knowledge and except as disclosed in any environmental report Lessee delivered to Lessor, represents and warrants to Lessor, which representations and warranties shall survive the execution and delivery of this Lease, as follows:

(i) The Property and Lessee are not in violation of or subject to, any pending or, to Lessee's actual knowledge, threatened investigation or inquiry by any Governmental Authority or to any remedial obligations under any Environmental Laws that could have a Material Adverse Effect, nor has Lessee received any written or oral notice or other communication from any Person (including but not limited to a Governmental Authority) with respect to the Property relating to (A) Hazardous Materials, Regulated Substances or USTs, or Remediation thereof; (B) possible liability of any Person pursuant to any Environmental Law; (C) other environmental conditions; or (D) any actual or potential administrative or judicial proceedings in connection with any of the foregoing that could have a Material Adverse Effect. The foregoing representations and warranties would continue to be true and correct following disclosure to the applicable Governmental Authorities of all relevant facts, conditions and circumstances, if any, pertaining to the Property.

(ii) (A) All uses and operations on or of the Property, whether by Lessee or, to Lessee's knowledge, any other Person, have been in compliance with all Environmental Laws and environmental permits issued pursuant thereto; (B) there have been no Releases in, on, under or from the Property, or, to Lessee's knowledge, from other property migrating toward the Property, except in Permitted Amounts; (C) there are no Hazardous Materials, Regulated Substances or USTs in, on, or under the Property, except in Permitted Amounts; (D) the Property has been kept free and clear of all liens and other encumbrances imposed pursuant to any Environmental Law (the "Environmental Liens") or activity use limitations; and (E) Lessee has not allowed any other tenant or other user of the Property to do any act that materially increased the dangers to human health or the environment, posed an unreasonable risk of harm to any Person (whether on or off the Property), impaired the value of the Property in any material respect, is contrary to any requirement set forth in the insurance policies maintained by Lessor or Lessee, constituted a public or private nuisance, constituted waste, or violated any covenant, condition, agreement or easement applicable to the Property.

(b) **Covenants.**

(i) Lessee covenants to Lessor during the Lease Term, subject to the limitations of subsection (ii) below, as follows:

(A) The Property and Lessee shall not be (1) in violation of any Remediation required by any Governmental Authority, or (2) subject to

any Remediation obligations under any Environmental Laws. Lessee shall not be in violation of any investigation or inquiry by any Governmental Authority.

(B) All uses and operations on or of the Property, whether by Lessee or any other Person, shall be in compliance with all Environmental Laws and permits issued pursuant thereto.

(C) There shall be no Releases in, on, under or from the Property, except in Permitted Amounts.

(D) There shall be no Hazardous Materials or Regulated Substances in, on or under the Property, except in Permitted Amounts. Above and below ground storage tanks shall be properly permitted and only used as permitted.

(E) Lessee shall keep the Property or cause the Property to be kept free and clear of all Environmental Liens, whether due to any act or omission of Lessee or any other Person.

(F) Lessee shall not act or fail to act or allow any other tenant, occupant, guest, customer or other user of the Property to act or fail to act in any way that (1) materially increases a risk to human health or the environment, (2) poses an unreasonable or unacceptable risk of harm to any Person or the environment (whether on or off the Property), (3) has a Material Adverse Effect, (4) is contrary to any material requirement set forth in the insurance policies maintained by Lessee or Lessor, (5) constitutes a public or private nuisance or constitutes waste, (6) violates any covenant, condition, agreement or easement applicable to the Property, or (7) would result in any reopening or reconsideration of any prior investigation or causes a new investigation by a Governmental Authority having jurisdiction over the Property.

(G) Lessee shall, at its sole cost and expense, perform any environmental site assessment or other investigation of environmental conditions in connection with the Property as may be reasonably requested by Lessor in connection with any known or reasonably suspected breach of Lessee's covenants contained in this Section 8.04(b) (including but not limited to sampling, testing and analysis of soil, water, air, building materials and other materials and substances whether solid, liquid or gas), and share with Lessor the reports and other results thereof, and Lessor and the other Indemnified Parties shall be entitled to rely on such reports and other results thereof. Lessee shall cooperate with any other environmental investigation Lessor desires at no material cost to Lessee.

(H) Lessee shall, at its sole cost and expense, fully and expeditiously cooperate in all activities pursuant to this Section 8.04, including but not limited to providing all relevant information and making knowledgeable persons available for interviews.

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(ii) Notwithstanding any provision of this Lease to the contrary, an Event of Default shall not be deemed to have occurred as a result of the failure of Lessee to satisfy any one or more of the covenants set forth in subsections (A) through (F) above provided that Lessee shall be in compliance with the requirements of any Governmental Authority with respect to the Remediation of any Release at the Property.

(c) **Notification Requirements.** Lessee shall promptly notify Lessor in writing upon Lessee obtaining actual knowledge of (i) any Releases or Threatened Releases in, on, under or from the Property other than in Permitted Amounts, or migrating towards the Property; (ii) any non-compliance with any Environmental Laws related in any way to the Property; (iii) any actual or potential Environmental Lien or activity use limitation; (iv) any required or proposed Remediation of environmental conditions relating to the Property required by applicable Governmental Authorities; and (v) any written or oral notice or other communication of which Lessee becomes aware from any source whatsoever (including but not limited to a Governmental Authority) relating in any way to Hazardous Materials, Regulated Substances or above or below ground storage tanks, or Remediation thereof at or on the Property, other than in Permitted Amounts, possible liability of any Person relating to the Property pursuant to any Environmental Law, other environmental conditions in connection with the Property, or any actual or potential administrative or judicial proceedings in connection with anything referred to in this Section. Lessee shall, upon Lessor's written request, deliver to Lessor a certificate stating that Lessee is and has been in full compliance with all of the environmental representations, warranties and covenants in this Lease.

(d) **Remediation.** Lessee shall, at its sole cost and expense, and without limiting any other provision of this Lease, effectuate any Remediation required by any Governmental Authority of any condition (including, but not limited to, a Release or Threatened Release) in, on, under or from the Property and take any other reasonable action deemed necessary by any Governmental Authority for protection of human health or the environment. Provided Lessee is not in violation of any order requiring Remediation, Lessee is not in breach of any covenant contained in this Section 8.04 and Lessee provides written notice of same to Lessor, Lessee may negotiate with any Governmental Authority or contest, in a lawsuit or otherwise, any order relating to Remediation. Should Lessee fail to undertake any required Remediation in accordance with the preceding sentence, Lessor, after written notice to Lessee and Lessee's failure to immediately undertake such Remediation, shall be permitted to complete such Remediation, and all Costs incurred in connection therewith shall be paid by Lessee. Any Cost so paid by Lessor, together with interest at the Default Rate, shall be deemed to be Additional Rental hereunder and shall be immediately due from Lessee to Lessor.

(e) **Indemnification.** Lessee shall, at its sole cost and expense, protect, defend, indemnify, release and hold harmless each of the Indemnified Parties from and against any and all Losses, including, but not limited to, all Costs of Remediation (whether or not performed voluntarily), arising out of or in any way relating to any Environmental Laws, Hazardous Materials, Regulated Substances, above or below ground storage tanks, or other environmental matters concerning the Property. It is expressly understood and agreed that Lessee's obligations under this Section shall survive the expiration or earlier termination of this Lease for any reason.

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(f) Right of Entry. Lessor and any other Person designated by Lessor, including but not limited to any receiver, any representative of a Governmental Authority, and any environmental consultant, shall have the right, but not the obligation, to enter upon the Property at all reasonable times (including, without limitation, in connection with the exercise of any remedies set forth in this Lease) to assess any and all aspects of the environmental condition of the Property and its use, including but not limited to conducting any environmental assessment or audit (the scope of which shall be determined in Lessor's sole and absolute discretion) and taking samples of soil, groundwater or other water, air, or building materials, and conducting other invasive testing. Lessee shall cooperate with and provide access to Lessor and any other Person designated by Lessor. Any such assessment or investigation shall be at Lessee's sole cost and expense.

(g) Inspections. At its sole cost and expense, Lessee shall have the Property inspected as may be required by any Environmental Law for seepage, spillage and other environmental concerns. Lessee shall maintain and monitor all above and below ground storage tanks in accordance with all Environmental Laws. Lessee shall provide Lessor with written certified results of all inspections performed on the Property. All costs and expenses associated with the inspection, preparation and certification of results, as well as those associated with any corrective action, shall be paid by Lessee. All inspections and tests performed on the Property shall be in compliance with all Environmental Laws.

(h) UST Compliance. Lessee shall comply or cause the compliance with all applicable federal, state and local regulations and requirements regarding above and below ground storage tanks, including, without limitation, any of such regulations or requirements which impose (i) technical standards, including, without limitation, performance, leak prevention, leak detection, notification reporting and recordkeeping; (ii) corrective action with respect to confirmed and suspected Releases; and (iii) financial responsibility for the payment of costs of corrective action and compensation to third parties for injury and damage resulting from Releases. Lessee shall promptly notify Lessor, in writing, of (A) the presence on or under the Property, or the Release from any above or below ground storage tank on, above or under the Property, of any Hazardous Materials or Regulated Substances, apparent or real; and (B) any and all enforcement, clean-up, remedial, removal or other governmental or regulatory actions threatened, instituted or completed pursuant to any of the Environmental Laws affecting the Property. Upon any such Release from any USTs on, above or under the Property of any Hazardous Materials or Regulated Substances, Lessee shall promptly remedy such situation in accordance with all Environmental Laws and any request of Lessor. Should Lessee fail to remedy or cause the remedy of such situation in accordance with all Environmental Laws, Lessor shall be permitted to take such actions in its sole discretion to remedy such situation and all Costs incurred in connection therewith, together with interest at the Default Rate, will be paid by Lessee.

(i) Survival. The obligations of Lessee and the rights and remedies of Lessor under this Section 8.04 shall survive the termination, expiration and/or release of this Lease.

Section 8.05. Franchisor Requirements. Lessor acknowledges it has received and approved the Franchise Agreement. In addition to the requirements set forth in this Lease,

Lessee, in its use, occupancy and maintenance of the Property, shall keep the Franchise Agreement in full force and effect. Lessee hereby consents to Lessor providing information it obtains to Franchisor, and to Lessor obtaining from Franchisor information which Franchisor receives relating to Lessee's operation of its business on the Property.

Section 8.06. Franchisor Provisions. Lessor consents to Lessee's use and display of the proprietary marks and any signage on the Property as required under the Franchise Agreement, subject only to applicable Law. Lessor acknowledges that if the Franchise Agreement expires or is terminated, Franchisee is required under the Franchise Agreement to de-identify the Property as an Alamo Drafthouse Cinema operated by Lessee. Lessor agrees to reasonably cooperate, at no cost to Lessor, with Franchisor's enforcement of the de-identification provisions of the Franchise Agreement. In connection with such de-identification, so long as Franchisor provides reasonable prior notice to Lessor and Lessor or an agent of Lessor is present on the Property, Franchisor may enter and remove signs, décor and materials that bear or display any of Franchisor's proprietary marks, designs or logos and shall repair any damage to the Property caused by such removal.

ARTICLE IX

ADDITIONAL COVENANTS

Section 9.01. Performance at Lessee's Expense. Lessee acknowledges and confirms that Lessor may impose reasonable administrative, processing or servicing fees, and collect its attorneys' fees, costs and expenses in connection with (a) the procurement of consents, waivers and approvals with respect to the Property or any matter related to this Lease; (b) the review of any assignment or sublease or proposed assignment or sublease or the preparation or review of any subordination or non-disturbance agreement; (c) the collection, maintenance and/or disbursement of reserves created under this Lease or the other Transaction Documents; and (d) inspections required to make certain determinations under this Lease or the other Transaction Documents.

Section 9.02. Inspection. Lessor and its authorized representatives shall have the right, at all reasonable times and upon giving reasonable prior notice (except in the event of an emergency, in which case no prior notice shall be required), to enter the Property or any part thereof and inspect the same. Lessee hereby waives any claim for damages for any injury or inconvenience to or interference with Lessee's business, any loss of occupancy or quiet enjoyment of the Property and any other loss occasioned by such entry, but, subject to Section 10.01, excluding damages arising as a result of the negligence or intentional misconduct of Lessor.

Section 9.03. Financial Information.

(a) **Financial Statements.** Within forty five (45) days after the end of each fiscal quarter and within one hundred twenty (120) days after the end of each fiscal year of Lessee and Lessee Reporting Entities, Lessee shall deliver to Lessor (i) complete consolidated financial statements that consolidate Lessee and Lessee Reporting Entities, including a balance sheet, profit and loss statement, statement of stockholders' equity and statement of cash flows and all other related schedules for the fiscal period then ended, such statements to detail separately interest expense, income taxes, non-cash expenses, non-recurring expenses, operating lease expense and current portion of

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long-term debt – capital leases; (ii) income statements for the business at each of the Properties; and (iii) the supplemental financial information set forth on Schedule 9.03. All such financial statements shall be prepared in accordance with GAAP, and shall be certified to be accurate and complete by an officer or director of each Lessee Reporting Entity. In the event that Lessee's business at the Property is ordinarily consolidated with other business for financial statements purposes, a separate profit and loss statement shall be provided showing separately the sales, profits and losses pertaining to each property (including the Property) with interest expense, income taxes, non-cash expenses, non-recurring expenses and operating lease expense (rent), with the basis for allocation of overhead or other charges being clearly set forth in accordance with Schedule 9.03. The financial statements delivered to Lessor need not be audited, but Lessee shall deliver to Lessor copies of any audited financial statements of the Lessee Reporting Entities which may be prepared, as soon as they are available. Within thirty (30) days after the end of each fiscal year of Lessee, and upon prior written request by Lessor, Lessee shall deliver such compliance certificate to Lessor as Lessor may reasonably require in order to establish that Lessee is in compliance with all of its obligations, duties and covenants under this Lease.

(b) **Other Information.** Notwithstanding any provision contained herein, upon request at any time, Lessee will provide to Lessor any and all financial information and/or financial statements of Lessee Reporting Entities (and in the form or forms) as reasonably requested by Lessor including, but not limited to, as requested by Lessor in connection with Lessor's filings with or disclosures to any Governmental Authority, including, without limitation, the financial statements required in connection with Securities and Exchange Commission filings by Lessor or its Affiliates.

Section 9.04. OFAC Laws. Upon receipt of notice or upon actual knowledge thereof, Lessee shall immediately notify Lessor in writing if any Person owning (directly or indirectly) any interest in any of the Lessee Entities, or any director, officer, shareholder, member, manager or partner of any of such holders is a Person whose property or interests are subject to being blocked under any of the OFAC Laws, or is otherwise in violation of any of the OFAC Laws, or is under investigation by any Governmental Authority for, or has been charged with, or convicted of, drug trafficking, terrorist-related activities or any violation of the Anti-Money Laundering Laws, has been assessed civil penalties under these or related Laws, or has had funds seized or forfeited in an action under these or related Laws; *provided, however*, that the covenant in this Section 9.04 shall not apply to any Person to the extent such Person's interest is in or through a U.S. Publicly Traded Entity.

Section 9.05. Estoppel Certificate. At any time, and from time to time, Lessee shall, promptly and in no event later than ten (10) days after a request from Lessor or any Lender or mortgagee of Lessor, execute, acknowledge and deliver to Lessor or such Lender or mortgagee, as the case may be, a certificate in the form supplied by Lessor, certifying: (a) that Lessee has accepted the Property; (b) that this Lease is in full force and effect and has not been modified (or if modified, setting forth all modifications), or, if this Lease is not in full force and effect, the certificate shall so specify the reasons therefor; (c) the commencement and expiration dates of the Lease Term; (d) the date to which the Rentals have been paid under this Lease and the amount thereof then payable; (e) whether there are then any existing defaults by Lessor in the performance of its obligations under this Lease, and, if there are any such defaults, specifying the nature and extent thereof; (f) that no notice has been received by Lessee of any default under this Lease which has not been cured, except as to defaults

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specified in the certificate; (g) the capacity of the Person executing such certificate, and that such Person is duly authorized to execute the same on behalf of Lessee; (h) that neither Lessor nor any Lender or mortgagee has actual involvement in the management or control of decision making related to the operational aspects or the day-to-day operation of the Property, including any handling or disposal of Hazardous Materials or Regulated Substances; and (i) any other information reasonably requested by Lessor or any Lender or mortgagee, as the case may be. If Lessee shall fail or refuse to sign a certificate in accordance with the provisions of this Section within ten (10) days following a request by Lessor, Lessee irrevocably constitutes and appoints Lessor as its attorney-in-fact to execute and deliver the certificate to any such third party, it being stipulated that such power of attorney is coupled with an interest and is irrevocable and binding. Lessor agrees, within ten (10) days after Lessee's request, to deliver an estoppel certificate to Lessee or any party designated by Lessee certifying any factual matters relating to the Lease or the Property as reasonably requested by Lessee.

ARTICLE X

RELEASE AND INDEMNIFICATION

Section 10.01. Release and Indemnification. Lessee agrees to use and occupy the Property at its own risk and hereby releases Lessor and Lessor's agents and employees from all claims for any damage or injury to the full extent permitted by Law. Lessee agrees that Lessor shall not be responsible or liable to Lessee or Lessee's employees, agents, customers, licensees or invitees for bodily injury, personal injury or property damage occasioned by the acts or omissions of any other lessee or any other Person. Lessee agrees that any employee or agent to whom the Property or any part thereof shall be entrusted by or on behalf of Lessee shall be acting as Lessee's agent with respect to the Property or any part thereof, and neither Lessor nor Lessor's agents, employees or contractors shall be liable for any loss of or damage to the Property or any part thereof. Lessee shall indemnify, protect, defend and hold harmless each of the Indemnified Parties from and against any and all Losses (excluding Losses suffered by an Indemnified Party arising out of the gross negligence or willful misconduct of such Indemnified Party; *provided, however*, that the term "gross negligence" shall not include gross negligence imputed as a matter of Law to any of the Indemnified Parties solely by reason of Lessor's interest in the Property or Lessor's failure to act in respect of matters which are or were the obligation of Lessee under this Lease) caused by, incurred or resulting from Lessee's operations or by Lessee's use and occupancy of the Property, whether relating to its original design or construction, latent defects, alteration, maintenance, use by Lessee or any Person thereon, supervision or otherwise, or from any breach of, default under, or failure to perform, any term or provision of this Lease by Lessee, its officers, employees, agents or other Persons. It is expressly understood and agreed that Lessee's obligations under this Section shall survive the expiration or earlier termination of this Lease for any reason whatsoever.

ARTICLE XI

CONDEMNATION AND CASUALTY

Section 11.01. Notification. Lessee shall promptly give Lessor written notice of (a) any Condemnation of the Property, (b) the commencement of any proceedings or negotiations which might result in a Condemnation of the Property, and (c) any Casualty to the Property or any part thereof. Such notice shall provide a general description of the nature and extent of such Condemnation, proceedings, negotiations or Casualty, and shall include copies

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all documents or notices received in connection therewith. Thereafter, Lessee shall promptly send Lessor copies of all notices, correspondence and pleadings relating to any such Condemnation, proceedings, negotiations or Casualty.

Section 11.02. Total Condemnation. In the event of a Condemnation of all or substantially all of the Property, including a Condemnation (other than a Temporary Taking) of such a substantial part of such Property resulting in the portion of the Property remaining after such Condemnation being unsuitable for use as a Permitted Facility, as determined by Lessee in the exercise of good faith business judgment (and Lessee provides to Lessor an officer's certificate executed by an officer of Lessee certifying to the same) (each such event, a "Total Condemnation"), then, in such event:

(a) **Termination of Lease.** On the date of the Total Condemnation, all obligations of either party hereunder shall cease; *provided, however*, that Lessee's obligations to the Indemnified Parties under any indemnification provisions of this Lease and Lessee's obligation to pay Rental and all other Monetary Obligations (whether payable to Lessor or a third party) accruing under this Lease prior to the date of termination shall survive such termination. If the date of such Total Condemnation is other than the first day of a month, the Base Monthly Rental for the month in which such Total Condemnation occurs shall be apportioned based on the date of the Total Condemnation.

(b) **Net Award.** Lessor shall be entitled to receive the entire Net Award in connection with a Total Condemnation without deduction for any estate vested in Lessee by this Lease, and Lessee hereby expressly assigns to Lessor all of its right, title and interest in and to every such Net Award and agrees that Lessee shall not be entitled to any Net Award or other payment for the value of Lessee's leasehold interest in this Lease.

Section 11.03. Partial Condemnation or Casualty. In the event of a Condemnation which is not a Total Condemnation (each such event, a "Partial Condemnation"), or in the event of a Casualty:

(a) **Net Awards.** All Net Awards shall be paid to Lessor.

(b) **Lessor Election To Continue or Terminate Lease.** Lessor shall have the option, (i) subject to the right of Lessee to elect otherwise as set forth in subsection (c) below, to terminate this Lease by notifying Lessee in writing within thirty (30) days after Lessee gives Lessor notice (A) of such Partial Condemnation or Casualty, or (B) that title has vested in the condemning authority; or (ii) to continue this Lease in effect, which election shall be evidenced by either a notice from Lessor to Lessee, or Lessor's failure to notify Lessee in writing that Lessor has elected to terminate this Lease within such thirty (30)-day period. Lessee shall have a period of sixty (60) days after receipt of Lessor's notice to terminate referenced above during which to elect, despite such Lessor notice of termination, to continue this Lease on the terms herein provided.

(c) **Continuance of Lease.** If Lessor elects not to terminate this Lease, or if Lessor elects to terminate this Lease but Lessee elects to continue this Lease, then this Lease shall continue in full force and effect upon the following terms:

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(i) All Rental and other Monetary Obligations due under this Lease shall continue unabated.

(ii) Lessee shall promptly commence and diligently prosecute restoration of the Property to the same condition, as nearly as practicable, as prior to such Partial Condemnation or Casualty as approved by Lessor. Subject to the terms and provisions of the Mortgages and upon the written request of Lessee (accompanied by evidence reasonably satisfactory to Lessor that such amount has been paid or is due and payable and is properly part of such costs, and that Lessee has complied with the terms of Section 7.02 in connection with the restoration), Lessor shall promptly make available in installments, subject to reasonable conditions for disbursement imposed by Lessor, an amount up to but not exceeding the amount of any Net Award received by Lessor with respect to such Partial Condemnation or Casualty. Prior to the disbursement of any portion of the Net Award with respect to a Casualty, Lessee shall provide evidence reasonably satisfactory to Lessor of the payment of restoration expenses by Lessee up to the amount of the insurance deductible applicable to such Casualty. Lessor shall be entitled to keep any portion of the Net Award which may be in excess of the cost of restoration, and Lessee shall bear all additional Costs of such restoration in excess of the Net Award.

(d) **No Continuance of Lease.** If Lessor elects to terminate this Lease pursuant to Subsection (b) above and if Lessee does not elect to continue this Lease or shall fail during such sixty (60) day period to notify Lessor of Lessee's intent to continue this Lease, then this Lease shall terminate as of the last day of the month during which such sixty (60) day period expired. Lessee shall vacate and surrender the Property by such termination date, in accordance with the provisions of this Lease, and on the termination date, all obligations of either party hereunder shall cease; *provided, however,* Lessee's obligations to the Indemnified Parties under any indemnification provisions of this Lease and Lessee's obligations to pay Rental and all other Monetary Obligations (whether payable to Lessor or a third party) accruing under this Lease prior to the date of termination shall survive such termination. In such event, Lessor may retain all Net Awards related to the Partial Condemnation or Casualty, and Lessee shall immediately pay Lessor an amount equal to the insurance deductible applicable to any Casualty.

Section 11.04. Temporary Taking. In the event of a Condemnation of all or any part of the Property for a temporary use (a "Temporary Taking"), this Lease shall remain in full force and effect without any reduction of Base Annual Rental, Additional Rental or any other Monetary Obligation payable hereunder. Except as provided below and subject to the terms and provisions of the Mortgages, Lessee shall be entitled to the entire Net Award for a Temporary Taking, unless the period of occupation and use by the condemning authorities shall extend beyond the date of expiration of this Lease, in which event the Net Award made for such Temporary Taking shall be apportioned between Lessor and Lessee as of the date of such expiration. At the termination of any such Temporary Taking, Lessee will, at its own cost and expense and pursuant to the provisions of Section 7.02, promptly commence and complete restoration of the Property.

Section 11.05. Adjustment of Losses. Any loss under any property damage insurance required to be maintained by Lessee shall be adjusted by Lessor and Lessee.

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Subject to the terms and provisions of the Mortgages, any Net Award relating to a Total Condemnation or a Partial Condemnation shall be adjusted by Lessor or, at Lessor's election, Lessee. Notwithstanding the foregoing or any other provisions of this Section 11.05 to the contrary, but subject to the terms and provisions of the Mortgages, if at the time of any Condemnation or any Casualty or at any time thereafter an Event of Default shall have occurred and be continuing, Lessor is hereby authorized and empowered but shall not be obligated, in the name and on behalf of Lessee and otherwise, to file and prosecute Lessee's claim, if any, for a Net Award on account of such Condemnation or such Casualty and to collect such Net Award and apply the same to the curing of such Event of Default and any other then existing Event of Default under this Lease and/or to the payment of any amounts owed by Lessee to Lessor under this Lease, in such order, priority and proportions as Lessor in its discretion shall deem proper.

Section 11.06. Lessee Obligation in Event of Casualty. During all periods of time following a Casualty, Lessee shall take reasonable steps to ensure that the Property is secure and does not pose any risk of harm to any adjoining property and Persons (including owners or occupants of such adjoining property).

Section 11.07. Lessee Awards and Payments. Notwithstanding any provision contained in this Article XI, Lessee shall be entitled to claim and receive any award or payment from the condemning authority expressly granted for the taking of any personal property owned by Lessee, any insurance proceeds with respect to any personal property owned by Lessee, the interruption of its business and moving expenses (subject, however, to the provisions of Section 6.03(a)(iv) above), but only if such claim or award does not adversely affect or interfere with the prosecution of Lessor's claim for the Condemnation or Casualty, or otherwise reduce the amount recoverable by Lessor for the Condemnation or Casualty.

ARTICLE XII

DEFAULT, CONDITIONAL LIMITATIONS, REMEDIES AND MEASURE OF DAMAGES

Section 12.01. Event of Default. Each of the following shall be an event of default by Lessee under this Lease (each, an "Event of Default"):

- (a) if any representation or warranty of Lessee set forth in this Lease is false in any material respect when made, or if Lessee knowingly renders any false statement or account when made;
- (b) if any Rental or other Monetary Obligation due under this Lease is not paid when due;
- (c) if Lessee fails to pay, prior to delinquency, any taxes, assessments or other charges the failure of which to pay will result in the imposition of a lien against the Property;
- (d) if there is an Insolvency Event affecting Lessee or any Guarantor;
- (e) if Lessee vacates or abandons the Property;

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(f) if Lessee fails to observe or perform any of the other covenants, conditions or obligations of Lessee in this Lease; *provided, however*, if any such failure does not involve the payment of any Monetary Obligation, is not willful or intentional, does not place the Property or any rights or property of Lessor in immediate jeopardy, and is within the reasonable power of Lessee to promptly cure, all as determined by Lessor in its reasonable discretion, then such failure shall not constitute an Event of Default hereunder, unless otherwise expressly provided herein, unless and until Lessor shall have given Lessee notice thereof and a period of thirty (30) days shall have elapsed, during which period Lessee may correct or cure such failure, upon failure of which an Event of Default shall be deemed to have occurred hereunder without further notice or demand of any kind being required. If such failure cannot reasonably be cured within such thirty (30)-day period, as determined by Lessor in its reasonable discretion, and Lessee is diligently pursuing a cure of such failure, then Lessee shall have a reasonable period to cure such failure beyond such thirty (30)-day period, which shall in no event exceed ninety (90) days after receiving notice of such failure from Lessor. If Lessee shall fail to correct or cure such failure within such ninety (90)-day period, an Event of Default shall be deemed to have occurred hereunder without further notice or demand of any kind being required;

(g) if a final, nonappealable judgment is rendered by a court against Lessee which has a Material Adverse Effect, or which does not have a Material Adverse Effect but which is in the amount of \$50,000 or more, and in either event is not discharged or provision made for such discharge within ninety (90) days from the date of entry thereof;

(h) if Lessee shall be liquidated or dissolved or shall begin proceedings towards its liquidation or dissolution;

(i) if the estate or interest of Lessee in the Property shall be levied upon or attached in any proceeding and such estate or interest is about to be sold or transferred or such process shall not be vacated or discharged within ninety (90) days after it is made;

(j) if the Franchise Agreement is terminated or expires prior to the expiration of this Lease and a substitute agreement for the terminated or expired Franchise Agreement is not entered into prior to such expiration or termination, or Lessee does not convert the Property to another use, which substitute agreement or other use shall be reasonably satisfactory to Lessor; or

(k) if there is an "Event of Default" or other breach or default by Lessee or Guarantor under any of the other Transaction Documents or any Other Agreement, after the passage of all applicable notice and cure or grace periods; *provided, however*, in the event that this Lease has been the subject of a Securitization and any Other Agreement has not been the subject of the same Securitization or any series relating to such Securitization, an "Event of Default" under such Other Agreement shall not constitute an Event of Default under this Lease.

Section 12.02. Remedies. Upon the occurrence of an Event of Default, with or without notice or demand, except as otherwise expressly provided herein or such other notice as may be required by statute and cannot be waived by Lessee, Lessor shall be entitled to exercise, at

its option, concurrently, successively, or in any combination, all remedies available at Law or in equity, including, without limitation, any one or more of the following:

(a) to terminate this Lease, whereupon Lessee's right to possession of the Property shall cease and this Lease, except as to Lessee's liability, shall be terminated;

(b) to the extent not prohibited by applicable Law, to (i) re-enter and take possession of the Property (or any part thereof), any or all personal property or fixtures of Lessee upon the Property and, to the extent permissible, all Franchise Agreements, permits and other rights or privileges of Lessee pertaining to the use and operation of the Property, and (ii) expel Lessee and those claiming under or through Lessee, without being deemed guilty in any manner of trespass or becoming liable for any loss or damage resulting therefrom, without resort to legal or judicial process, procedure or action. No notice from Lessor hereunder or under a forcible entry and detainer statute or similar Law shall constitute an election by Lessor to terminate this Lease unless such notice specifically so states. If Lessee shall, after default, voluntarily give up possession of the Property to Lessor, deliver to Lessor or its agents the keys to the Property, or both, such actions shall be deemed to be in compliance with Lessor's rights and the acceptance thereof by Lessor or its agents shall not be deemed to constitute a termination of the Lease. Lessor reserves the right following any re-entry and/or reletting to exercise its right to terminate this Lease by giving Lessee written notice thereof, in which event this Lease will terminate;

(c) to bring an action against Lessee for any damages sustained by Lessor or any equitable relief available to Lessor and to the extent not prohibited by applicable Law, to seize all personal property or fixtures upon the Property which Lessee owns or in which it has an interest, in which Lessor shall have a landlord's lien and/or security interest, and to dispose thereof in accordance with the Laws prevailing at the time and place of such seizure or to remove all or any portion of such property and cause the same to be stored in a public warehouse or elsewhere at Lessee's sole expense, without becoming liable for any loss or damage resulting therefrom and without resorting to legal or judicial process, procedure or action;

(d) to relet the Property or any part thereof for such term or terms (including a term which extends beyond the original Lease Term), at such rentals and upon such other terms as Lessor, in its sole discretion, may determine, with all proceeds received from such reletting being applied to the Rental and other Monetary Obligations due from Lessee in such order as Lessor may, in its sole discretion, determine, which other Monetary Obligations include, without limitation, all repossession costs, brokerage commissions, attorneys' fees and expenses, alteration, remodeling and repair costs and expenses of preparing for such reletting. Except to the extent required by applicable Law, Lessor shall have no obligation to relet the Property or any part thereof and shall in no event be liable for refusal or failure to relet the Property or any part thereof, or, in the event of any such reletting, for refusal or failure to collect any rent due upon such reletting, and no such refusal or failure shall operate to relieve Lessee of any liability under this Lease or otherwise to affect any such liability. Lessor reserves the right following any re-entry and/or reletting to exercise its right to terminate this Lease by giving Lessee written notice thereof, in which event this Lease will terminate as specified in said notice;

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(e) to accelerate and recover from Lessee all Rental and other Monetary Obligations due and owing and scheduled to become due and owing under this Lease both before and after the date of such breach for the entire original scheduled Lease term;

(f) to recover from Lessee all Costs paid or incurred by Lessor as a result of such breach, regardless of whether or not legal proceedings are actually commenced;

(g) to immediately or at any time thereafter, and with or without notice, at Lessor's sole option but without any obligation to do so, correct such breach or default and charge Lessee all Costs incurred by Lessor therein. Any sum or sums so paid by Lessor, together with interest at the Default Rate, shall be deemed to be Additional Rental hereunder and shall be immediately due from Lessee to Lessor. Any such acts by Lessor in correcting Lessee's breaches or defaults hereunder shall not be deemed to cure said breaches or defaults or constitute any waiver of Lessor's right to exercise any or all remedies set forth herein;

(h) to immediately or at any time thereafter, and with or without notice, except as required herein, set off any money of Lessee held by Lessor under this Lease or any other Transaction Document or any Other Agreement against any sum owing by Lessee hereunder;

(i) Without limiting the generality of the foregoing or limiting in any way the rights of Lessor under this Lease or otherwise under applicable Laws, at any time after the occurrence, and during the continuance, of an Event of Default, Lessor shall be entitled to apply for and have a receiver appointed under applicable Law by a court of competent jurisdiction (by ex parte motion for appointment without notice) in any action taken by Lessor to enforce its rights and remedies hereunder in order to protect and preserve Lessor's interest under this Lease or in the Property and the Personalty, and in connection therewith, LESSEE HEREBY IRREVOCABLY CONSENTS TO AND WAIVES ANY RIGHT TO OBJECT TO OR OTHERWISE CONTEST THE APPOINTMENT OF A RECEIVER AFTER THE OCCURRENCE, AND DURING THE CONTINUANCE, OF AN EVENT OF DEFAULT; and/or

(j) to seek any equitable relief available to Lessor, including, without limitation, the right of specific performance.

Section 12.03. Cumulative Remedies. All powers and remedies given by Section 12.02 to Lessor, subject to applicable Law, shall be cumulative and not exclusive of one another or of any other right or remedy or of any other powers and remedies available to Lessor under this Lease, by judicial proceedings or otherwise, to enforce the performance or observance of the covenants and agreements of Lessee contained in this Lease, and no delay or omission of Lessor to exercise any right or power accruing upon the occurrence of any Event of Default shall impair any other or subsequent Event of Default or impair any rights or remedies consequent thereto. Every power and remedy given by this Section or by Law to Lessor may be exercised from time to time, and as often as may be deemed expedient, by Lessor, subject at all times to Lessor's right in its sole judgment to discontinue any work commenced by Lessor or change any course of action undertaken by Lessor.

Section 12.04. Lessee Waiver. Lessee hereby expressly waives, for itself and all Persons claiming by, through and under Lessee, including creditors of all kinds, (a) any right and privilege which Lessee has under any present or future Legal Requirements to redeem the Property or to have a continuance of this Lease for the Lease Term after termination of Lessee's right of occupancy by order or judgment of any court or by any legal process or writ, or under the terms of this Lease; (b) the benefits of any present or future Legal Requirement that exempts property from liability for debt or for distress for rent; (c) any present or future Legal Requirement relating to notice or delay in levy of execution in case of eviction of a tenant for nonpayment of rent; and (d) any benefits and lien rights which may arise pursuant to any present or future Legal Requirement.

Section 12.05. Franchisor Cure Right. Lessor acknowledges that Franchisor may elect to cure an Event of Default; however, Franchisor has no obligation to do so or perform any other obligations of Lessee under this Lease. Lessor agrees to provide Franchisor with notice of any Event of Default. Lessor may, but is not obligated to, provide Franchisor additional time beyond the time period provided to Lessee, within which to cure any Event of Default.

ARTICLE XIII

MORTGAGE, SUBORDINATION AND ATTORNMEN

Section 13.01. No Liens. Lessor's interest in this Lease and/or the Property shall not be subordinate to any liens or encumbrances placed upon the Property by or resulting from any act of Lessee, and nothing herein contained shall be construed to require such subordination by Lessor. NOTICE IS HEREBY GIVEN THAT LESSEE IS NOT AUTHORIZED TO PLACE OR ALLOW TO BE PLACED ANY LIEN, MORTGAGE, DEED OF TRUST, DEED TO SECURE DEBT, SECURITY INTEREST OR ENCUMBRANCE OF ANY KIND UPON THE PROPERTY OR LESSEE'S LEASEHOLD INTEREST THEREIN, AND ANY SUCH PURPORTED TRANSACTION SHALL BE VOID.

Section 13.02. Subordination. This Lease at all times shall automatically be subordinate to the lien of any and all ground leases and Mortgages now or hereafter placed upon the Property by Lessor, and Lessee covenants and agrees to execute and deliver, upon demand, such further instruments subordinating this Lease to the lien of any or all such ground leases and Mortgages as shall be desired by Lessor, or any present or proposed mortgagees under trust deeds, upon the condition that Lessee shall have the right to remain in possession of the Property under the terms of this Lease, notwithstanding any default in any or all such ground leases or Mortgages, or after the foreclosure of any such Mortgages, so long as no Event of Default shall have occurred and be continuing. Lessor agrees to use its commercially reasonable efforts to provide Lessee with a SNDA executed by each Lender holding a Mortgage, and Lessee agrees to promptly execute and return such SNDA to Lessor.

Section 13.03. Election To Declare Lease Superior. If any mortgagee, receiver or other secured party elects to have this Lease and the interest of Lessee hereunder, be superior to any Mortgage and evidences such election by notice given to Lessee, then this Lease and the interest of Lessee hereunder shall be deemed superior to any such Mortgage, whether this Lease was executed before or after such Mortgage and in that event such mortgagee, receiver or other secured party shall have the same rights with respect to this Lease as if it had been executed and delivered prior to the execution and delivery of such Mortgage and had been assigned to such mortgagee, receiver or other secured party.

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Section 13.04. Attornment. In the event any purchaser or assignee of any Lender at a foreclosure sale acquires title to the Property, or in the event that any Lender or any purchaser or assignee otherwise succeeds to the rights of Lessor as landlord under this Lease, Lessee shall attorn to Lender or such purchaser or assignee, as the case may be (a "Successor Lessor"), and recognize the Successor Lessor as lessor under this Lease, and, subject to the provisions of this Article XIII, this Lease shall continue in full force and effect as a direct lease between the Successor Lessor and Lessee, provided that the Successor Lessor shall only be liable for any obligations of Lessor under this Lease which accrue after the date that such Successor Lessor acquires title. The foregoing provision shall be self-operative and effective without the execution of any further instruments.

Section 13.05. Execution of Additional Documents. Although the provisions in this Article XIII shall be self-operative and no future instrument of subordination shall be required, upon request by Lessor, Lessee shall execute and deliver such additional reasonable instruments as may be reasonably required for such purposes.

Section 13.06. Notice to Lender. Lessee shall give written notice to any Lender having a recorded lien upon the Property or any part thereof of which Lessee has been notified of any breach or default by Lessor of any of its obligations under this Lease and give such Lender at least sixty (60) days beyond any notice period to which Lessor might be entitled to cure such default before Lessee may exercise any remedy with respect thereto.

ARTICLE XIV

ASSIGNMENT

Section 14.01. Assignment by Lessor. As a material inducement to Lessor's willingness to enter into the transactions contemplated by this Lease (the "Transaction") and the other Transaction Documents, Lessee hereby agrees that Lessor may, from time to time and at any time and without the consent of Lessee, engage in all or any combination of the following, or enter into agreements in connection with any of the following or in accordance with requirements that may be imposed by applicable securities, tax or other Laws: (a) the sale, assignment, grant, conveyance, transfer, financing, re-financing, purchase or re-acquisition of the Property, this Lease or any other Transaction Document, Lessor's right, title and interest in this Lease or any other Transaction Document, the servicing rights with respect to any of the foregoing, or participations in any of the foregoing; or (b) a Securitization and related transactions. Without in any way limiting the foregoing, the parties acknowledge and agree that Lessor, in its sole discretion, may assign this Lease or any interest herein to another Person (including without limitation, a taxable REIT subsidiary) in order to maintain Lessor's or any of its Affiliates' status as a REIT. In the event of any such sale or assignment other than a security assignment, Lessee shall attorn to such purchaser or assignee (so long as Lessor and such purchaser or assignee notify Lessee in writing of such transfer and such purchaser or assignee expressly assumes in writing the obligations of Lessor hereunder from and after the date of such assignment). At the request of Lessor, Lessee will execute such documents confirming the sale, assignment or other transfer and such other agreements as Lessor may reasonably request, provided that the same do not increase the liabilities and obligations of Lessee hereunder. Lessor shall be relieved, from and after the date of such transfer or conveyance, of liability for the performance of any obligation of Lessor contained herein, except for obligations or liabilities accrued prior to such assignment or sale.

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Section 14.02. Assignment by Lessee.

(a) Lessee acknowledges that Lessor has relied both on the business experience and creditworthiness of Lessee and upon the particular purposes for which Lessee intends to use the Property in entering into this Lease. Lessee shall not assign, transfer, convey, pledge or mortgage this Lease or any interest herein or any interest in Lessee, whether by operation of Law or otherwise, without the prior written consent of Lessor. At the time of any assignment of this Lease which is approved by Lessor, the assignee shall assume all of the obligations of Lessee under this Lease pursuant to a written assumption agreement in form and substance reasonably acceptable to Lessor. Such assignment of this Lease pursuant to this Section 14.02 shall not relieve Lessee of its obligations respecting this Lease unless otherwise agreed to by Lessor. Any assignment, transfer, conveyance, pledge or mortgage in violation of this Section 14.02 shall be voidable at the sole option of Lessor. Any consent to an assignment given by Lessor hereunder shall not be deemed a consent to any subsequent assignment.

(b) Notwithstanding anything to the contrary contained in this Section 14.02 and provided that no Event of Default has occurred and is continuing and provided further that any assignee agrees to assume all of Lessee's obligations under this Lease, Lessee shall have the right to assign or otherwise transfer all, but not less than all, of its interest in, to and under this Lease without Lessor's consent to (i) an Affiliate of Lessee or (ii) a Qualified Operator. A "Qualified Operator" shall mean a Person approved by Franchisor to operate the Permitted Facility and following the consummation of the assignment contemplated herein, (A) has a CFCCR (defined below) of at least 1.75x, (B) generates EBITDA (defined below) of at least \$1,100,000 during a trailing twelve (12) month period, and (C) has a Lease Adjusted Leverage (defined below) of no more than 4.0x (each, a "Permitted Transfer"); provided, however, that Lessee may satisfy the foregoing conditions of a Qualified Operator by providing, or causing to be provided, a guaranty agreement, in form and substance reasonably acceptable to and approved by Lessor, in writing, which guaranty shall be from an entity that meets the requirements of (A), (B), and (C) set forth in the definition of Qualified Operator herein. In the event that Lessee effects a Permitted Transfer pursuant to clause (ii), Lessee shall be released from any liability arising under this Lease from and after the date of such assignment. In the event that Lessee effects a Permitted Transfer pursuant to clauses (i), Lessee shall not be released from liability under this Lease.

For purposes hereof:

"CFCCR" means with respect to the twelve month period of time immediately preceding the date of determination, the ratio calculated for such period of time, each as determined in accordance with GAAP, of (1) the sum of Net Income (excluding non-cash income), Depreciation and Amortization, Interest Expense, Operating Lease Expense and non-cash expenses to (2) the sum of Operating Lease Expense, scheduled principal payments of long term Debt, scheduled maturities of all Capital Leases, dividends and Interest Expense (excluding non-cash interest expense and amortization of non-cash financing expenses). For purposes of calculating the CFCCR, the following terms shall be defined as set forth below:

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"Capital Lease" shall mean all leases of any property, whether real, personal or mixed, by a Person, which leases would, in conformity with GAAP, be required to be accounted for as a capital lease on the balance sheet of such Person. The term "Capital Lease" shall not include any operating lease.

"Debt" shall mean with respect to a Person, and for the period of determination (i) indebtedness for borrowed money, (ii) subject to the limitation set forth in sub-item (iv) below, obligations evidenced by bonds, indentures, notes or similar instruments, (iii) obligations under leases which should be, in accordance with GAAP, recorded as Capital Leases, and (iv) obligations under direct or indirect guarantees in respect of, and obligations (contingent or otherwise) to purchase or otherwise acquire, or otherwise to assure a creditor against loss in respect of, indebtedness or obligations of others of the kinds referred to in clauses (i) through (iv) above, except for guaranty obligations of such Person, which, in conformity with GAAP, are not included on the balance sheet of such Person.

"Depreciation and Amortization" shall mean the depreciation and amortization accruing during any period of determination with respect to a Person, as determined in accordance with GAAP.

"Interest Expense" shall mean for any period of determination, the sum of all interest accrued or which should be accrued in respect of all Debt of a Person, as determined in accordance with GAAP.

"Net Income" shall mean with respect to the period of determination, the net income or net loss of a Person. In determining the amount of Net Income, (i) adjustments shall be made for nonrecurring gains and losses or non-cash items allocable to the period of determination, (ii) deductions shall be made for, among other things, Depreciation and Amortization, Interest Expense, Operating Lease Expense, and (iii) no deductions shall be made for income taxes or charges equivalent to income taxes allocable to the period of determination, as determined in accordance with GAAP.

"Operating Lease Expense" shall mean the sum of all payments and expenses incurred by a Person under any operating leases during the period of determination, as determined in accordance with GAAP.

"EBITDA" means for the twelve (12) month period ending on the date of determination, the sum of a Person's net income (loss) for such period plus, in each case to the extent previously deducted in calculating net income (loss): (1) income taxes, (2) principal and interest payments on all of its debt obligations (including any borrowings under short term credit facilities), (3) all non-cash charges including depreciation and amortization, and (4) Non-Recurring Items (defined below).

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"EBITDAR" means the sum of a Person's EBITDA and its total land and building rent for the twelve (12) month period ending on the date of determination.

"Lease Adjusted Leverage" means with respect to a Person, as of any applicable date, the sum of (1) eight (8) times such Person's total land and building rent for the twelve (12) month period ending on the date of determination, and (2) the total current balance of such Person's total debt obligations (including any borrowings under short term credit facilities) on such date, divided by EBITDAR.

"Non-Recurring Items" shall mean with respect to a Person, items of the sum (whether positive or negative) of revenue minus expenses that, in the judgment of Lessor, are unusual in nature, occur infrequently and are not representative of the ongoing or future earnings or expenses of such Person.

(c) In connection with an assignment by Lessee pursuant to this Section 14.02, Lessee shall have provided to Lessor, immediately prior to the effective date of such assignment, an officer's certificate executed by an officer of the assignee certifying the covenant provided in Section 5.10 of this Lease, based upon a list of parties identified by Lessor as holding a ten percent (10%) interest or more in Lessor. Lessor shall provide the written list described in the preceding sentence within five (5) Business Days of written request therefor by Lessee and, in the absence of timely provision of such list, such officer's certificate shall be based on the latest written list delivered by Lessor to Lessee.

Section 14.03. No Sale of Assets. Without the prior written consent of Lessor, such consent not to be unreasonably withheld, conditioned or delayed, Lessee shall not sell all or substantially all of Lessee's assets. Any sale of Lessee's assets in violation of this Section 14.03, shall be voidable at the sole option of Lessor. Any consent to a sale of Lessee's assets given by Lessor hereunder shall not be deemed a consent to any subsequent sale of Lessee's assets.

Section 14.04. Subletting.

(a) Lessee shall not sublet the Property without the prior written consent of Lessor, such consent not to be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, without Lessor's consent, Lessee may sublease all or a portion of the Property to any Affiliate or a Qualified Operator ("Permitted Sublease"), provided that: (i) each Permitted Sublease shall be subject and subordinate to this Lease; (ii) each Permitted Sublease shall not contain any terms inconsistent with this Lease (or if so, the terms of this Lease shall control); (iii) unless otherwise mutually agreed upon by Lessor and the subtenant, each Permitted Sublease shall terminate upon the expiration or sooner termination of this Lease; (iv) Lessee at all times remains liable hereunder irrespective of any Permitted Sublease; (v) the rent due under any Permitted Sublease shall be fixed rent and shall not be based on the net profits of any sublessee; and (vi) the Property shall continue to be used and occupied solely as a Permitted Facility.

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(b) Lessee covenants and agrees that Lessee: (1) Lessee shall provide Lessor with copies of any Permitted Sublease and any amendments to, or modifications of, any of Permitted Sublease within five (5) Business Days of execution thereof; (2) shall observe and timely perform all of its obligations as the landlord under the Permitted Subleases in compliance with the terms thereof; (3) shall not assign all or part of any Permitted Sublease without the prior written consent of Lessor; (4) shall promptly provide Lessor with any notice of default received from Lessee by any subtenant or any notice of default sent by Lessee to any subtenant; and (5) shall furnish Lessor with any and all information requested by Lessor reasonably necessary for a determination of the status of any Permitted Sublease.

(c) Lessee hereby assigns, transfers, sets over and grants to Lessor, a security interest in any and all of Lessee's right, title and interest, powers, privileges and other benefits as landlord under any Permitted Sublease, including, without limitation: (i) rent and proceeds thereof; (ii) subject to the terms of the related Permitted Sublease (which shall not unduly restrict such rights), the right to enter upon, take possession of and use any and all property subleased or granted by Lessee under any Permitted Sublease; (iii) the right to make all waivers and agreements, to give all notices, consents and releases, to take all action upon the happening of any default giving rise to a right in favor of Lessee under any Permitted Sublease; and (iv) the right to do any and all other things whatsoever which Lessee is or may become entitled to do under any Permitted Sublease. Upon the occurrence of and during the continuance of an Event of Default hereunder, Lessee agrees that, at the option of Lessor and in addition to such other rights and remedies as may be afforded to Lessor under this Lease, Lessor shall have the right, without giving notice to or obtaining the consent of Lessee, to exercise, enforce or avail itself of any of the rights, powers, privileges, authorizations or benefits assigned and transferred to Lessor pursuant to this Section 14.04, including, without limitation, the right to collect all amounts due under any Permitted Sublease. From and after the occurrence of an Event of Default, Lessee does hereby irrevocably appoint Lessor as Lessee's true and lawful attorney, with full power (in the name of Lessee or otherwise) to ask, require, demand, receive and give acquittance for every payment under or arising out of any Permitted Sublease to which Lessee is or may become entitled. Lessee declares that this appointment is coupled with an interest and shall be irrevocable by Lessee. Lessee further agrees to execute any and all other instruments deemed reasonably necessary by Lessor to further the intent of the foregoing assignment and to vest Lessor in any Permitted Sublease. Notwithstanding any provision contained in this Section 14.04, (i) Lessor shall not be obligated to perform or discharge any obligation, duty or liability under any Permitted Sublease by reason of the foregoing assignment; and (ii) Lessor shall not be liable or responsible for, and Lessee agrees to indemnify and hold Lessor harmless from and against any liability, loss, cost or damage, claim or demand against Lessor arising, directly or indirectly, from or related to any Permitted Sublease.

ARTICLE XV

NOTICES

Section 15.01. Notices. All notices, demands, designations, certificates, requests, offers, consents, approvals, appointments and other instruments given pursuant to this Lease shall be in writing and given by any one of the following: (a) hand delivery; (b) express overnight

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delivery service; (c) certified or registered mail, return receipt requested; or (d) email or facsimile transmission, and shall be deemed to have been delivered upon (i) receipt, if hand delivered; (ii) the next Business Day, if delivered by a reputable express overnight delivery service; (iii) the third Business Day following the day of deposit of such notice with the United States Postal Service, if sent by certified or registered mail, return receipt requested; or (iv) transmission, if delivered by email or facsimile transmission. Notices shall be provided to the parties and addresses (or electronic mail addresses) specified below:

If to Lessee:

Entertainment Management Co., LLC
11109 Xylon Avenue South
Bloomington, MN 55438
Attention: Philip L. Rafnson
Email: plrafnson@aol.com

And

Tyler Calabrese
Email: tc calabrese01@yahoo.com

With a copy to:

Fabyanske, Westra, Hart & Thomson, P.A.
Suite 2600
333 South Seventh Street
Minneapolis, MN 55402
Attention: Steven C. Cox
Email: sc Cox@fwhtlaw.com

If to Franchisor:

Alamo Drafthouse Cinemas, LLC
612 A East 6th Street
Austin, TX 78701
Attention: Craig Paschich and Tim Reed
craig@drafthouse.com
tim.reed@drafthouse.com

If to Lessor:

STORE Capital Acquisitions, LLC
8501 E. Princess Drive, Suite 190
Scottsdale, AZ 85255
Attention: Michael T. Bennett
Executive Vice President – General Counsel
Fax: (480) 256-1101
Email: mbennett@storecapital.com

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With a copy to:

Kutak Rock LLP
1801 California Street, Suite 3000
Denver, CO 80202
Attention: Kelly G. Reynoldson, Esq.
Fax: (303) 292-7799
Email: Kelly.reynoldson@kutakrock.com

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or to such other address or such other person as either party may from time to time hereafter specify to the other party in a notice delivered in the manner provided above. **Lessor agrees to provide Franchisor with a copy of any notice to Lessee relating to an Event of Default; provided, however, such notice to Franchisor is not a condition to the effectiveness of any such notice to Lessee.**

ARTICLE XVI

LANDLORD'S LIEN / SECURITY INTEREST

Section 16.01. Landlord's Lien and Security Interest. Subject to Section 16.02 below, Lessee agrees that Lessor shall have a landlord's lien, and Lessee additionally hereby separately grants to Lessor a first and prior security interest, in, on and against all of Lessee's right, title and interest in, to and under all "goods" (excluding "inventory," and including, without limitation, all "equipment," "fixtures," appliances and furniture (as "goods," "inventory," "equipment" and "fixtures" are defined in the applicable Uniform Commercial Code then in effect in the applicable jurisdiction)) from time to time situated on or used in connection with the Property, whether now owned or held or hereafter arising or acquired, together with all replacements and substitutions therefore and all cash and non-cash proceeds (including insurance proceeds and any title and UCC insurance proceeds) and products thereof, and, in the case of tangible collateral, together with all additions, attachments, accessions, parts, equipment and repairs now or hereafter attached or affixed thereto or used in connection therewith (collectively, the "Personalty"), which lien and security interest shall secure the payment of all Rental and other Monetary Obligations payable by Lessee to Lessor under the terms hereof and all other obligations of Lessee to Lessor under this Lease. Lessee agrees that Lessor may file such documents as Lessor then deems appropriate or necessary to perfect and maintain said lien and security interest, and expressly acknowledges and agrees that, in addition to any and all other rights and remedies of Lessor whether hereunder or at Law or in equity, in the Event of Default of Lessee hereunder, Lessor shall have any and all rights and remedies granted a secured party under the Uniform Commercial Code then in effect in the state where the Property is located. Lessee covenants to promptly notify Lessor of any changes in Lessee's name and/or organizational structure which may necessitate the execution and filing of additional financing statements; *provided, however*, the foregoing shall not be construed as Lessor's consent to such changes.

Section 16.02. Equipment Financing. Lessor acknowledges that Lessee intends to finance much of the equipment in the Property, including kitchen and projection equipment, by leasing it or by granting a security interest in it. Lessor agrees that Lessee may do so and agrees to promptly sign and deliver any reasonable agreement any equipment financier requests to subordinate any claim or lien on the financed equipment, to amend any filed financing statement Lessor has filed to exclude the financed equipment, to grant the equipment financier

notice rights, a right to enter the Property to remove the financed equipment, and any other relevant rights, on reasonable and customary terms.

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ARTICLE XVII

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Section 17.01. Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, acts of God, enemy or hostile governmental action, civil commotion, fire or other casualty beyond the control of the party obligated to perform (each, a "Force Majeure Event") shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage, expressly excluding, however, the obligations imposed upon Lessee with respect to Rental and other Monetary Obligations to be paid hereunder.

Section 17.02. No Merger. There shall be no merger of this Lease nor of the leasehold estate created by this Lease with the fee estate in or ownership of the Property by reason of the fact that the same person, corporation, firm or other entity may acquire or hold or own, directly or indirectly, (a) this Lease or the leasehold estate created by this Lease or any interest in this Lease or in such leasehold estate, and (b) the fee estate or ownership of the Property or any interest in such fee estate or ownership. No such merger shall occur unless and until all persons, corporations, firms and other entities having any interest in (i) this Lease or the leasehold estate created by this Lease, and (ii) the fee estate in or ownership of the Property or any part thereof sought to be merged shall join in a written instrument effecting such merger and shall duly record the same.

Section 17.03. Interpretation. Lessor and Lessee acknowledge and warrant to each other that each has been represented by independent counsel and has executed this Lease after being fully advised by said counsel as to its effect and significance. This Lease shall be interpreted and construed in a fair and impartial manner without regard to such factors as the party which prepared the instrument, the relative bargaining powers of the parties or the domicile of any party. Whenever in this Lease any words of obligation or duty are used, such words or expressions shall have the same force and effect as though made in the form of a covenant.

Section 17.04. Characterization. The following expressions of intent, representations, warranties, covenants, agreements, stipulations and waivers are a material inducement to Lessor entering into this Lease:

(a) Lessor and Lessee intend that (i) this Lease constitutes an unseverable, unitary and single lease of the Property, and, if at any time this Lease covers other real property in addition to the Property, neither this Lease, nor Lessee's obligations or rights hereunder may be allocated or otherwise divided among such properties by Lessee; (ii) this Lease is a "true lease," is not a financing lease, capital lease, mortgage, equitable mortgage, deed of trust, trust agreement, security agreement or other financing or trust arrangement, and the economic realities of this Lease are those of a true lease; and (iii) the business relationship created by this Lease and any related documents is solely that of a long-term commercial lease between Lessor and Lessee, the Lease has been entered into by both parties in reliance upon the economic and legal bargains contained herein, and none of the agreements contained herein is intended, nor shall the same be deemed or construed, to create a partnership (*de facto* or *de jure*)

between Lessor and Lessee, to make them joint venturers, to make Lessee an agent, legal representative, partner, subsidiary or employee of Lessor, nor to make Lessor in any way responsible for the debts, obligations or losses of Lessee.

(b) Lessor and Lessee covenant and agree that: (i) each will treat this Lease as an operating lease pursuant to Statement of Financial Accounting Standards No. 13, as amended, and as a true lease for state Law reporting purposes and for federal income tax purposes; (ii) each party will not, nor will it permit any Affiliate to, at any time, take any action or fail to take any action with respect to the preparation or filing of any statement or disclosure to Governmental Authority, including without limitation, any income tax return (including an amended income tax return), to the extent that such action or such failure to take action would be inconsistent with the intention of the parties expressed in this Section 17.04; (iii) with respect to the Property, the Lease Term (including any Extension Term) is less than eighty percent (80%) of the estimated remaining economic life of the Property; and (iv) the Base Annual Rental is the fair market value for the use of the Property and was agreed to by Lessor and Lessee on that basis, and the execution and delivery of, and the performance by Lessee of its obligations under, this Lease do not constitute a transfer of the Property.

(c) Lessee waives any claim or defense based upon the characterization of this Lease as anything other than a true lease of the Property. Lessee stipulates and agrees (i) not to challenge the validity, enforceability or characterization of the lease of the Property as a true lease and/or as a single, unitary, unseverable instrument pertaining to the lease of all the Property; and (ii) not to assert or take or omit to take any action inconsistent with the agreements and understandings set forth in this Section 17.04.

Section 17.05. Disclosures.

(a) **Securities Act or Exchange Act.** The parties agree that, notwithstanding any provision contained in this Lease, any party (and each employee, representative or other agent of any party) may disclose to any and all persons, without limitation of any kind, any matter required under the Securities Act or the Exchange Act.

(b) **Lessor Advertising and related Publications.** Lessee hereby consents to the use by Lessor of, and Lessor is hereby expressly permitted to use, Lessee's name, trademarks, logos, pictures of stores and signage, and basic Transaction information (collectively "Lessee's Information") solely in connection with Lessor's sales, advertising, and press release materials, including on Lessor's website. Lessee's consent shall be deemed authorization for the limited use of Lessee's Information by Lessor under all applicable copyright and trademark laws.

Section 17.06. Attorneys' Fees. In the event of any judicial or other adversarial proceeding concerning this Lease or the Property, the prevailing party shall be entitled to recover from the non-prevailing party all of its reasonable attorneys' fees and other Costs in addition to any other relief to which it may be entitled. In addition, Lessor shall, upon demand with respect to an Event of Default, be entitled to all attorneys' fees and all other Costs incurred in the preparation and service of any notice or demand hereunder, whether or not a legal action is subsequently commenced.

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Section 17.07. Memorandum of Lease. Concurrently with the execution of this Lease, Lessor and Lessee are executing Lessor's standard form memorandum of lease in recordable form, indicating the names and addresses of Lessor and Lessee, a description of the Property, the Lease Term, but omitting Rentals and such other terms of this Lease as Lessor may not desire to disclose to the public. Further, upon Lessor's request, Lessee agrees to execute and acknowledge a termination of lease and/or quitclaim deed in recordable form to be held by Lessor until the expiration or sooner termination of the Lease Term; *provided, however*, if Lessee shall fail or refuse to sign such a document in accordance with the provisions of this Section within ten (10) days following a request by Lessor, Lessee irrevocably constitutes and appoints Lessor as its attorney-in-fact to execute and record such document, it being stipulated that such power of attorney is coupled with an interest and is irrevocable and binding.

Section 17.08. No Brokerage. Lessor and Lessee represent and warrant to each other that they have had no conversation or negotiations with any broker concerning the leasing of the Property. Each of Lessor and Lessee agrees to protect, indemnify, save and keep harmless the other, against and from all liabilities, claims, losses, Costs, damages and expenses, including attorneys' fees, arising out of, resulting from or in connection with their breach of the foregoing warranty and representation.

Section 17.09. Waiver of Jury Trial and Certain Damages. LESSOR AND LESSEE HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY AND ALL ISSUES PRESENTED IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER OR ITS SUCCESSORS WITH RESPECT TO ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THIS LEASE, THE RELATIONSHIP OF LESSOR AND LESSEE, LESSEE'S USE OR OCCUPANCY OF THE PROPERTY, AND/OR ANY CLAIM FOR INJURY OR DAMAGE, OR ANY EMERGENCY OR STATUTORY REMEDY. THIS WAIVER BY THE PARTIES HERETO OF ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY HAS BEEN NEGOTIATED AND IS AN ESSENTIAL ASPECT OF THEIR BARGAIN. FURTHERMORE, LESSEE HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT IT MAY HAVE TO SEEK PUNITIVE, CONSEQUENTIAL, SPECIAL AND INDIRECT DAMAGES FROM LESSOR AND ANY OF THE AFFILIATES, OFFICERS, DIRECTORS, MEMBERS, MANAGERS OR EMPLOYEES OF LESSOR OR ANY OF THEIR SUCCESSORS WITH RESPECT TO ANY AND ALL ISSUES PRESENTED IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM BROUGHT WITH RESPECT TO ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THIS LEASE OR ANY DOCUMENT CONTEMPLATED HEREIN OR RELATED HERETO. THE WAIVER BY LESSEE OF ANY RIGHT IT MAY HAVE TO SEEK PUNITIVE, CONSEQUENTIAL, SPECIAL AND INDIRECT DAMAGES HAS BEEN NEGOTIATED BY THE PARTIES HERETO AND IS AN ESSENTIAL ASPECT OF THEIR BARGAIN.

Section 17.10. Securitizations. As a material inducement to Lessor's willingness to enter into the Transactions contemplated by this Lease and the other Transaction Documents, Lessee hereby acknowledges and agrees that Lessor may, from time to time and at any time (a) advertise, issue press releases, send direct mail or otherwise disclose information regarding the Transaction for marketing purposes; and (b) (i) act or permit another Person to act as sponsor, settler, transferor or depositor of, or a holder of interests in, one or more Persons or other arrangements formed pursuant to a trust agreement, indenture, pooling agreement, participation agreement, sale and servicing agreement, limited liability company agreement,

partnership agreement, articles of incorporation or similar agreement or document; and (ii) permit one or more of such Persons or arrangements to offer and sell stock, certificates, bonds, notes, other evidences of indebtedness or securities that are directly or indirectly secured, collateralized or otherwise backed by or represent a direct or indirect interest in whole or in part in any of the assets, rights or properties described in Section 14.01 of this Lease, in one or more Persons or arrangements holding such assets, rights or properties, or any of them (collectively, the "Securities"), whether any such Securities are privately or publicly offered and sold, or rated or unrated (any combination of which actions and transactions described in both clauses (i) and (ii) in this paragraph, whether proposed or completed, are referred to in this Lease as a "Securitization"). Lessee shall cooperate fully with Lessor and any Affected Party with respect to all reasonable requests and due diligence procedures and use reasonable efforts to facilitate such Securitization.

Section 17.11. State-Specific Provisions. The provisions and/or remedies which are set forth on the attached Exhibit D shall be deemed a part of and included within the terms and conditions of this Lease.

Section 17.12. Time Is of the Essence; Computation. Time is of the essence with respect to each and every provision of this Lease. If any deadline provided herein falls on a non-Business Day, such deadline shall be extended to the next day that is a Business Day.

Section 17.13. Waiver and Amendment. No provision of this Lease shall be deemed waived or amended except by a written instrument unambiguously setting forth the matter waived or amended and signed by the party against which enforcement of such waiver or amendment is sought. Waiver of any matter shall not be deemed a waiver of the same or any other matter on any future occasion. No acceptance by Lessor of an amount less than the Rental and other Monetary Obligations stipulated to be due under this Lease shall be deemed to be other than a payment on account of the earliest such Rental or other Monetary Obligations then due or in arrears nor shall any endorsement or statement on any check or letter accompanying any such payment be deemed a waiver of Lessor's right to collect any unpaid amounts or an accord and satisfaction.

Section 17.14. Successors Bound. Except as otherwise specifically provided herein, the terms, covenants and conditions contained in this Lease shall bind and inure to the benefit of the respective heirs, successors, executors, administrators and assigns of each of the parties hereto.

Section 17.15. Captions. Captions are used throughout this Lease for convenience of reference only and shall not be considered in any manner in the construction or interpretation hereof.

Section 17.16. Other Documents. Each of the parties agrees to sign such other and further documents as may be necessary or appropriate to carry out the intentions expressed in this Lease.

Section 17.17. Entire Agreement. This Lease and any other instruments or agreements referred to herein, constitute the entire agreement between the parties with respect to the subject matter hereof, and there are no other representations, warranties or agreements except as herein provided.

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Section 17.18. Forum Selection; Jurisdiction; Venue; Choice of Law. For purposes of any action or proceeding arising out of this Lease, the parties hereto expressly submit to the jurisdiction of all federal and state courts located in the State of Nebraska. Lessee consents that it may be served with any process or paper by registered mail or by personal service within or without the State of Nebraska in accordance with applicable Law. Furthermore, Lessee waives and agrees not to assert in any such action, suit or proceeding that it is not personally subject to the jurisdiction of such courts, that the action, suit or proceeding is brought in an inconvenient forum or that venue of the action, suit or proceeding is improper. Nothing contained in this Section shall limit or restrict the right of Lessor to commence any proceeding in the federal or state courts located in the state where the Property is located to the extent Lessor deems such proceeding necessary or advisable to exercise remedies available under this Lease. This Lease shall be governed by, and construed with, the Laws of the applicable state in which the Property is located, without giving effect to any state's conflict of Laws principles.

Section 17.19. Counterparts. This Lease may be executed in one or more counterparts, each of which shall be deemed an original.

[Remainder of page intentionally left blank; signature page(s) to follow]

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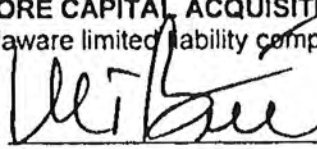
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IN WITNESS WHEREOF, Lessor and Lessee have entered into this Lease as of the date first above written.

LESSOR:

STORE CAPITAL ACQUISITIONS, LLC, a
Delaware limited liability company

By: 

Printed Name: Michael T. Bennett
EVP General Counsel

Title: _____

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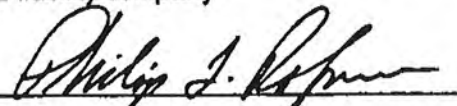
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4818-9046-8895
STORE/Entertainment Management (Alamo)
Lease Agreement (La Vista, NE)
File No.: 721002-287.1

LESSEE:

ENTERTAINMENT MANAGEMENT CO., LLC, a
limited liability company

By: 

Printed Name: PHILIP L. RAFANSON

Title: MANAGER

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4818-9046-8895
STORE/Entertainment Management (Alamo)
Lease Agreement (La Vista, NE)
File No.: 721002-287.1

EXHIBITS

Exhibit A:	Defined Terms
Exhibit B:	Legal Description and Street Address of Property
Exhibit C:	Authorization Agreement – Pre-Arranged Payments
Exhibit D:	State-Specific Provisions
Schedule 9.03	Supplemental Financial Information

4818-9046-8895.5
STORE/Entertainment Management (Alamo)
Lease Agreement (La Vista, NE)
File No.: 721002-287.1

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EXHIBIT A
DEFINED TERMS

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The following terms shall have the following meanings for all purposes of this Lease:

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"Additional Rental" has the meaning set forth in Section 4.03.

"Adjustment Date" has the meaning set forth in Section 1.07.

"Affected Party" means each direct or indirect participant or investor in a proposed or completed Securitization, including, without limitation, any prospective owner, any rating agency or any party to any agreement executed in connection with the Securitization.

"Affiliate" means any Person which directly or indirectly controls, is under common control with or is controlled by any other Person. For purposes of this definition, "controls," "under common control with," and "controlled by" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or otherwise.

"Anti-Money Laundering Laws" means all applicable Laws, regulations and government guidance on the prevention and detection of money laundering, including, without limitation, (a) 18 U.S.C. §§ 1956 and 1957; and (b) the Bank Secrecy Act, 31 U.S.C. §§ 5311 et seq., and its implementing regulations, 31 CFR Part 103.

"Base Annual Rental" has the meaning set forth in Section 1.05.

"Base Monthly Rental" means an amount equal to 1/12 of the applicable Base Annual Rental.

"Business Day" means a day on which banks located in Scottsdale, Arizona are not required or authorized to remain closed.

"Casualty" means any loss of or damage to any property included within or related to the Property or arising from an adjoining property caused by an Act of God, fire, flood or other catastrophe.

"Code" means the Internal Revenue Code of 1986, as the same may be amended from time to time.

"Condemnation" means a Taking and/or a Requisition.

"Costs" means all reasonable costs and expenses incurred by a Person, including, without limitation, reasonable attorneys' fees and expenses, court costs, expert witness fees, costs of tests and analyses, travel and accommodation expenses, deposition and trial transcripts, copies and other similar costs and fees, brokerage fees, escrow fees, title insurance premiums, appraisal fees, stamp taxes, recording fees and transfer taxes or fees, as the circumstances require.

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"Default Rate" means 18% per annum or the highest rate permitted by Law, whichever is less.

"Effective Date" has the meaning set forth in the introductory paragraph of this Lease.

"Environmental Laws" means federal, state and local Laws, ordinances, common law requirements and regulations and standards, rules, policies and other governmental requirements, administrative rulings and court judgments and decrees having the effect of Law in effect now or in the future and including all amendments, that relate to Hazardous Materials, Regulated Substances, USTs, and/or the protection of human health or the environment, or relating to liability for or Costs of Remediation or prevention of Releases, and apply to Lessee and/or the Property.

"Environmental Liens" has the meaning set forth in Section 8.04(a)(ii).

"Event of Default" has the meaning set forth in Section 12.01.

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Expiration Date" has the meaning set forth in Section 3.01.

"Extension Option" has the meaning set forth in Section 3.02.

"Extension Term" has the meaning set forth in Section 3.02.

"Force Majeure Event" has the meaning set forth in Section 17.01.

"Franchise Agreement" has the meaning set forth in Section 5.11.

"Franchisor" means Alamo Drafthouse Cinemas, LLC, a Texas limited liability company, or its successor.

"GAAP" means generally accepted accounting principles, consistently applied from period to period.

"Governmental Authority" means any governmental authority, agency, department, commission, bureau, board, instrumentality, court or quasi-governmental authority of the United States, any state or any political subdivision thereof with authority to adopt, modify, amend, interpret, give effect to or enforce any federal, state and local Laws, statutes, ordinances, rules or regulations, including common law, or to issue court orders.

"Guarantor" means Philip L. Rafnson, a single man, or any additional or replacement guarantor(s) approved by Lessor in its sole and absolute discretion.

"Guaranty" means that certain Unconditional Guaranty of Payment and Performance dated as of the date hereof given by Guarantor for the benefit of Lessor, as the same may be amended from time to time.

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"Hazardous Materials" includes: (a) oil, petroleum products, flammable substances, explosives, radioactive materials, hazardous wastes or substances, toxic wastes or substances or any other materials, contaminants or pollutants, the presence of which causes the Property to be in violation of any local, state or federal Law or regulation, (including without limitation, any Environmental Law), or are defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "toxic substances," "contaminants," "pollutants," or words of similar import under any applicable local, state or federal Law or under the regulations adopted, orders issued, or publications promulgated pursuant thereto, including, but not limited to: (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq.; (ii) the Hazardous Materials Transportation Act, as amended, 49 U.S.C. § 5101, et seq.; (iii) the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6901, et seq.; and (iv) regulations adopted and publications promulgated pursuant to the aforesaid Laws; (b) asbestos in any form which is friable, urea formaldehyde foam insulation, transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls in excess of fifty (50) parts per million; (c) underground storage tanks; and (d) any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any Governmental Authority.

"Indemnified Parties" means Lessor and its members, managers, officers, directors, shareholders, partners, employees, agents, servants, representatives, contractors, subcontractors, affiliates, subsidiaries, participants, successors and assigns, including, but not limited to, any successors by merger, consolidation or acquisition of all or a substantial portion of the assets and business of Lessor.

"Initial Term" has the meaning set forth in Section 3.01.

"Insolvency Event" means (a) a Person's (i) failure to generally pay its debts as such debts become due; (ii) admitting in writing its inability to pay its debts generally; or (iii) making a general assignment for the benefit of creditors; (b) any proceeding being instituted by or against any Person (i) seeking to adjudicate it bankrupt or insolvent; (ii) seeking liquidation, dissolution, winding up, reorganization, arrangement, adjustment, protection, relief, or composition of it or its debts under any Law relating to bankruptcy, insolvency, or reorganization or relief of debtors; or (iii) seeking the entry of an order for relief or the appointment of a receiver, trustee, or other similar official for it or for any substantial part of its property, and in the case of any such proceeding instituted against any Person, either such proceeding shall remain undismissed for a period of one hundred twenty (120) days or any of the actions sought in such proceeding shall occur; or (c) any Person taking any corporate action to authorize any of the actions set forth above in this definition.

"Insurance Premiums" shall have the meaning in Section 6.04.

"Law(s)" means any constitution, statute, rule of law, code, ordinance, order, judgment, decree, injunction, rule, regulation, policy, requirement or administrative or judicial determination, even if unforeseen or extraordinary, of every duly constituted Governmental Authority, court or agency, now or hereafter enacted or in effect.

"Lease Term" shall have the meaning described in Section 3.01.

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"Legal Requirements" means the requirements of all present and future Laws (including, without limitation, Environmental Laws and Laws relating to accessibility to, usability by, and discrimination against, disabled individuals), all judicial and administrative interpretations thereof, including any judicial order, consent, decree or judgment, and all covenants, restrictions and conditions now or hereafter of record which may be applicable to Lessee or to the Property, or to the use, manner of use, occupancy, possession, operation, maintenance, alteration, repair or restoration of the Property, even if compliance therewith necessitates structural changes or improvements or results in interference with the use or enjoyment of the Property.

"Lender" means any lender in connection with any loan secured by Lessor's interest in the Property, and any servicer of any loan secured by Lessor's interest in the Property.

"Lessee Entity" or "Lessee Entities" means individually or collectively, as the context may require, Lessee and Guarantor, and all Affiliates thereof.

"Lessee's Information" has the meaning set forth in Section 17.05(b).

"Lessor Entity" or "Lessor Entities" means individually or collectively, as the context may require, Lessor and all Affiliates of Lessor.

"Lessee Reporting Entities" means Lessee.

"Losses" means any and all claims, suits, liabilities (including, without limitation, strict liabilities), actions, proceedings, obligations, debts, damages, losses, Costs, diminutions in value, fines, penalties, interest, charges, fees, judgments, awards, amounts paid in settlement and damages of whatever kind or nature, inclusive of bodily injury and property damage to third parties (including, without limitation, attorneys' fees and other Costs of defense).

"Material Adverse Effect" means a material adverse effect on (a) the Property, including, without limitation, the operation of the Property as a Permitted Facility and/or the value of the Property; (b) the contemplated business, condition, worth or operations of any Lessee Entity; (c) Lessee's ability to perform its obligations under this Lease; (d) Lessor's interests in the Property, this Lease or the other Transaction Documents; or (e) any Guarantor's ability to perform its obligations under the Guaranty.

"Monetary Obligations" means all Rental and all other sums payable or reimbursable by Lessee under this Lease to Lessor, to any third party on behalf of Lessor, or to any Indemnified Party.

"Mortgages" means, collectively, the mortgages, deeds of trust or deeds to secure debt, assignments of rents and leases, security agreements and fixture filings executed by Lessor for the benefit of Lender with respect to the Property, as such instruments may be amended, modified, restated or supplemented from time to time and any and all replacements or substitutions.

"Net Award" means (a) the entire award payable with respect to the Property by reason of a Condemnation whether pursuant to a judgment or by agreement or otherwise; or (b) the entire proceeds of any insurance required under Section 6.03 payable with respect to the

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Property, as the case may be, and in either case, less any Costs incurred by Lessor in collecting such award or proceeds.

"OFAC Laws" means Executive Order 13224 issued by the President of the United States, and all regulations promulgated thereunder, including, without limitation, the Terrorism Sanctions Regulations (31 CFR Part 595), the Terrorism List Governments Sanctions Regulations (31 CFR Part 596), the Foreign Terrorist Organizations Sanctions Regulations (31 CFR Part 597), and the Cuban Assets Control Regulations (31 CFR Part 515), and all other present and future federal, state and local Laws, ordinances, regulations, policies, lists (including, without limitation, the Specially Designated Nationals and Blocked Persons List) and any other requirements of any Governmental Authority (including without limitation, the U.S. Department of the Treasury Office of Foreign Assets Control) addressing, relating to, or attempting to eliminate, terrorist acts and acts of war, each as supplemented, amended or modified from time to time after the Effective Date, and the present and future rules, regulations and guidance documents promulgated under any of the foregoing, or under similar Laws, ordinances, regulations, policies or requirements of other states or localities.

"Other Agreements" means, collectively, all agreements and instruments now or hereafter entered into between, among or by (a) any of the Lessee Entities; and, or for the benefit of, (b) any of the Lessor Entities, including, without limitation, leases, promissory notes and guaranties, but excluding this Lease and all other Transaction Documents.

"Partial Condemnation" has the meaning set forth in Section 11.03.

"Permitted Amounts" shall mean, with respect to any given level of Hazardous Materials or Regulated Substances, that level or quantity of Hazardous Materials or Regulated Substances in any form or combination of forms which does not constitute a violation of any Environmental Laws and is customarily employed in, or associated with, similar businesses located in the state where the Property is located.

"Permitted Facility" means a Alamo Draffhouse Cinema, all related purposes such as ingress, egress and parking, and uses incidental thereto.

"Person" means any individual, partnership, corporation, limited liability company, trust, unincorporated organization, Governmental Authority or any other form of entity.

"Personalty" has the meaning set forth in Section 16.01.

"Price Index" means the Consumer Price Index which is designated for the applicable month of determination as the United States City Average for All Urban Consumers, All Items, Not Seasonally Adjusted, with a base period equaling 100 in 1982 - 1984, as published by the United States Department of Labor's Bureau of Labor Statistics or any successor agency. In the event that the Price Index ceases to be published, its successor index measuring cost of living as published by the same Governmental Authority which published the Price Index shall be substituted and any necessary reasonable adjustments shall be made by Lessor and Lessee in order to carry out the intent of Section 4.02. In the event there is no successor index measuring cost of living, Lessor shall reasonably select an alternative price index measuring cost of living that will constitute a reasonable substitute for the Price Index.

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4818-9046-8895.5
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Lease Agreement (La Vista, NE)
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"Property" means that parcel of real estate legally described on Exhibit B attached hereto, all rights, privileges, and appurtenances associated therewith, and all buildings, fixtures and other improvements now or hereafter located on such real estate (whether or not affixed to such real estate).

"Purchase and Sale Agreement" means that certain Purchase and Sale Agreement dated as of October 6, 2014 between Lessor and Lessee with respect to the Property.

"Real Estate Taxes" has the meaning set forth in Section 6.04.

"Regulated Substances" means "petroleum" and "petroleum-based substances" or any similar terms described or defined in any of the Environmental Laws and any applicable federal, state, county or local Laws applicable to or regulating USTs.

"REIT" means a real estate investment trust as defined under Section 856 of the Code.

"Release" means any presence, release, deposit, discharge, emission, leaking, spilling, seeping, migrating, injecting, pumping, pouring, emptying, escaping, dumping, disposing or other movement of Hazardous Materials, Regulated Substances or USTs or any Threatened Release.

"Remediation" means any response, remedial, removal, or corrective action, any activity to cleanup, detoxify, decontaminate, contain or otherwise remediate any Hazardous Materials, Regulated Substances or USTs, any actions to prevent, cure or mitigate any Release, any action to comply with any Environmental Laws or with any permits issued pursuant thereto, any inspection, investigation, study, monitoring, assessment, audit, sampling and testing, laboratory or other analysis, or any evaluation relating to any Hazardous Materials, Regulated Substances or USTs.

"Rental" means, collectively, the Base Annual Rental and the Additional Rental.

"Rental Adjustment" means an amount equal to 1.5% of the Base Annual Rental in effect immediately prior to the applicable Adjustment Date.

"Requisition" means any temporary requisition or confiscation of the use or occupancy of the Property by any Governmental Authority, civil or military, whether pursuant to an agreement with such Governmental Authority in settlement of or under threat of any such requisition or confiscation, or otherwise.

"Reserve" shall have the meaning in Section 6.04.

"Securities" has the meaning set forth in Section 17.10.

"Securities Act" means of the Securities Act of 1933, as amended.

"Securitization" has the meaning set forth in Section 17.10.

"SNDA" means a subordination, nondisturbance and attornment agreement.

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"*Successor Lessor*" has the meaning set forth in Section 13.04.

"*Taking*" means (a) any taking or damaging of all or a portion of the Property (i) in or by condemnation or other eminent domain proceedings pursuant to any Law, general or special; (ii) by reason of any agreement with any condemnor in settlement of or under threat of any such condemnation or other eminent domain proceeding; or (iii) by any other means; or (b) any de facto condemnation. The Taking shall be considered to have taken place as of the later of the date actual physical possession is taken by the condemnor, or the date on which the right to compensation and damages accrues under the Law applicable to the Property.

"*Temporary Taking*" has the meaning set forth in Section 11.04.

"*Threatened Release*" means a substantial likelihood of a Release which requires action to prevent or mitigate damage to the soil, surface waters, groundwaters, land, stream sediments, surface or subsurface strata, ambient air or any other environmental medium comprising or surrounding the Property which may result from such Release.

"*Total Condemnation*" has the meaning set forth in Section 11.02.

"*Transaction*" has the meaning set forth in Section 14.01.

"*Transaction Documents*" means this Lease, the Purchase and Sale Agreement, the Guaranty and all documents related thereto.

"*U.S. Publicly Traded Entity*" means an entity whose securities are listed on a national securities exchange or quoted on an automated quotation system in the United States or a wholly-owned subsidiary of such an entity.

"*USTs*" means any one or combination of tanks and associated product piping systems used in connection with storage, dispensing and general use of Regulated Substances.

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EXHIBIT B

**LEGAL DESCRIPTION AND
STREET ADDRESS OF THE PROPERTY**

Street Address: 127th and Westport Parkway, Lavista, NE 68138

Legal Description:

Parcel 1:

Lot 4, Southport West Replat Five, an Addition to the City of La Vista, Sarpy County, Nebraska.

Parcel 2:

Easement for ingress and egress granted by the Permanent Ingress and Egress Easement filed October 31, 2014 as Instrument No. 2014-24374, Records, Sarpy County, Nebraska; and Easements contained in the Declaration of Covenants, Conditions, Restrictions and Easements filed July 5, 2005 as Instrument No. 2005-22478, Records, Sarpy County, Nebraska; and

Easement for sanitary sewer granted by the Permanent Sanitary Sewer Easement filed October 31, 2014 as Instrument No. 2014-24373, Records, Sarpy County, Nebraska; and

Easement for storm sewer and drainage granted by the Permanent Storm Sewer & Drainage Easement filed October 31, 2014 as Instrument No. 2014-24375, Records, Sarpy County, Nebraska; and

Easement for water granted by the Permanent Water Easement filed October 31, 2014 as Instrument No. 2014-24376, Records, Sarpy County, Nebraska.

Being also described as surveyor's legal description:

PARCEL 1:

LOT 4, SOUTHPORT WEST REPLAT FIVE, BEING A REPLAT OF LOTS 4 AND 15, SOUTHPORT WEST, A SUBDIVISION LOCATED IN THE SW1/4 OF SECTION 18, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA.

PARCEL 2:

A INGRESS / EGRESS EASEMENT LOCATED IN LOTS 1 THROUGH 5, SOUTHPORT WEST REPLAT FIVE, A SUBDIVISION LOCATED IN THE SW1/4 OF SECTION 18, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA. MORE PARTICULARLY AS DESCRIBED AS FOLLOWS:

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4818-9046-8895.5
STORE/Entertainment Management (Alamo)
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BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 3, SOUTHPORT WEST REPLAT FIVE, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SAID LOT 5, SOUTHPORT WEST REPLAT FIVE, SAID POINT ALSO BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF WESTPORT PARKWAY; THENCE SOUTHEASTERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF WESTPORT PARKWAY, SAID LINE ALSO BEING ALONG SAID EASTERLY LINE OF SAID LOT 3, SOUTHPORT WEST REPLAT FIVE, ON A CURVE TO THE LEFT WITH A RADIUS OF 345.00 FEET, A DISTANCE OF 27.51 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S26°58'32"E (ASSUMED BEARING), A DISTANCE OF 27.51 FEET; THENCE SOUTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 177.50 FEET, A DISTANCE OF 113.02 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N82°49'12"W, A DISTANCE OF 111.12 FEET; THENCE N78°56'21"W, A DISTANCE OF 105.52 FEET; THENCE NORTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 177.50 FEET, A DISTANCE OF 101.00 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N62°38'17"W, A DISTANCE OF 99.64 FEET; THENCE S45°05'05"W, A DISTANCE OF 442.35 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 3, SOUTHPORT WEST REPLAT FIVE, SAID POINT ALSO BEING ON THE NORTHERLY LINE OF LOT 1, SOUTHPORT WEST, A SUBDIVISION LOCATED IN SAID SECTION 18; THENCE N47°48'13"W ALONG THE SOUTHERLY LINE OF SAID LOT 3, SOUTHPORT WEST REPLAT FIVE, SAID LINE ALSO BEING ALONG SAID NORTHERLY LINE OF LOT 1, SOUTHPORT WEST, A DISTANCE OF 24.03 FEET TO THE SOUTHERLY COMMON CORNER OF LOTS 3 AND 4, SOUTHPORT WEST REPLAT FIVE; THENCE N45°05'05"E ALONG THE EASTERLY LINE OF SAID LOT 4, SOUTHPORT WEST REPLAT FIVE, AND THE NORTHERLY EXTENSION THEREOF, A DISTANCE OF 750.92 FEET; THENCE S82°12'09"E, A DISTANCE OF 61.86 FEET TO A POINT ON THE EASTERLY LINE OF SAID LOT 1, SOUTHPORT WEST REPLAT FIVE, SAID POINT ALSO BEING ON THE SAID WESTERLY RIGHT-OF-WAY LINE OF WESTPORT PARKWAY; THENCE SOUTHWESTERLY ALONG SAID EASTERLY LINE OF LOT 1, SOUTHPORT WEST REPLAT FIVE, SAID LINE ALSO BEING ALONG THE EASTERLY LINE OF LOT 5, SOUTHPORT WEST REPLAT FIVE, SAID LINE ALSO BEING SAID WESTERLY RIGHT-OF-WAY LINE OF WESTPORT PARKWAY ON A CURVE TO THE LEFT WITH A RADIUS OF 345.00 FEET, A DISTANCE OF 24.00 FEET, SAID CURVE HAVING A LONG CORD WHICH BEARS S07°47'51"W, A DISTANCE OF 24.00 FEET; THENCE N82°12'09"W, A DISTANCE OF 49.97 FEET; THENCE S45°05'05"W, A DISTANCE OF 240.44 FEET; THENCE SOUTHEASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 122.50 FEET, A DISTANCE OF 68.34 FEET, SAID CURVE HAVING A LONG CORD WHICH BEARS S62°57'26"E, A DISTANCE OF 67.46 FEET; THENCE S78°56'21"E, A DISTANCE OF 105.52 FEET; THENCE NORTHEASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 122.50 FEET, A DISTANCE OF 78.70 FEET, SAID CURVE HAVING A LONG CORD WHICH BEARS N82°39'19"E, A DISTANCE OF 77.36 FEET TO A POINT ON SAID EASTERLY LINE OF LOT 5, SOUTHPORT WEST REPLAT FIVE, SAID POINT ALSO BEING SAID WESTERLY RIGHT-OF-WAY LINE OF WESTPORT PARKWAY; THENCE SOUTHEASTERLY ALONG SAID EASTERLY LINE OF LOT 5, SOUTHPORT WEST REPLAT FIVE, SAID LINE ALSO BEING SAID WESTERLY RIGHT-OF-WAY LINE OF WESTPORT PARKWAY ON A CURVE TO THE LEFT WITH A RADIUS OF 345.00 FEET, A DISTANCE OF 27.55 FEET, SAID CURVE HAVING A LONG CORD WHICH BEARS S22°24'11"E, A DISTANCE OF 27.54 FEET TO THE POINT OF BEGINNING.

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4818-9046-8895.5
STORE/Entertainment Management (Alamo)
Lease Agreement (La Vista, NE)
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BUSINESS PLAN



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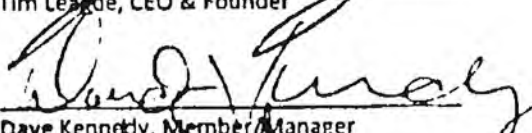
Site Selection Report Entertainment Management Co., LLC

Southport West
Lavista, NE 68046

August 26, 2014

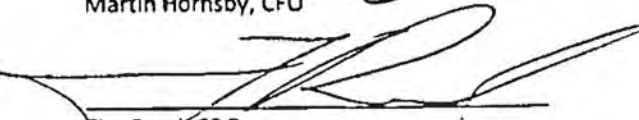
By signing below, I am indicating that I agree that the attached site meets our current site requirements for a possible future Alamo Drafthouse Cinema.


Tim League, CEO & Founder


Dave Kennedy, Member/Manager


Mike Sherrill, CEO


Martin Hornsby, CFO


Tim Reed, CDO


Cesar Guzman, VP of Operations

* This SSR is being signed subject to review of the following conditions:

1. Please provide the concept and menu of the restaurant. Do you anticipate the restaurant menu being the same as Alamo's menu?
2. Please provide price point for the restaurant menu.
3. Please confirm the restaurant will have a separate kitchen line from the theater and Glass Half Full avoiding conflict or additional load with the theatre line.
4. Please provide an alternative plan for use of the restaurant space should you not move forward with the restaurant or if the restaurant is unsuccessful. Is converting this space into another auditorium one of your alternatives?
5. We will require a that the theater open prior to the restaurant.



**Alamo Drafthouse Cinema
Site Selection Report**

Southport West
Lavista, NE 68046

7/30/2014

Phil Rafnson & Tyler Calabrese

Confidential

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Table of Contents

1. Project Overview
2. Development Site Plan Information
3. Demographic Information
4. Competition Summary
5. Purchase Agreement
6. Proforma

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Summary of Southport West

La Vista, NE

Southport is a 250 acre development situated in Sarpy County in the city of La Vista, Nebraska comprised of Southport West (137 acres) and Southport East (100 acres). La Vista, Spanish for the "The View", is one of the fastest growing cities in the State of Nebraska. Strategically located minutes from Offutt Air Force Base, Eppley Airfield and the interstate system, La Vista has quickly grown to a population of 17,000. La Vista is home to many big businesses driving a well-rounded base of daytime population. Companies with a presence in La Vista include Pay Pal, HP Computers, Streck Laboratories, CSG Systems, Rotella's Bakery, Oriental Trading Company, Call Omaha, Securities America, and Education Services Unit #3.

Southport West Development- Current State

Southport West, a 137 acre plot of land situated on the western side of La Vista and right off interstate I-80, is an upscale mixed use retail, restaurant, entertainment, residential and office destination. Cabela's, the World's Foremost Outfitter, sits in the center of the development. The 80,000 square foot La Vista Conference Center is situated on the North side of the development along with two hotels, the 257 Room Embassy Suites and 246 Room Courtyard Marriott (both managed by John Q Hammons). Both Hotels are proud to average 65-69% occupancy, which is above the national average of 56.5% according to HotelNewsNow.com. Other hotels such as the 120 room Hampton Inn have sprouted up across the street. The La Vista Conference Center holds conventions and conferences from 100 people to 1,500. According to Steve Hilton, GM of the property, they have 20-30 major conferences each year and have additional capacity for 20-30 more but many times don't have the surrounding amenities to attract certain conventions. Most of the conventions/meetings come from Nebraska, Iowa, Missouri, and South Dakota. Examples of some of the conventions they have held at the conference center include The Buckle National Convention (300-500 attendees), Regional Chiropractor Conference (500- 600 attendees), Renkee, Werner Trucks, Tri-State, and AGP. The College World Series, held annually in the city of Omaha, is one of its busiest 3 weeks every year in June. The target convention for the conference center typically focuses on regional meetings for various associations, agriculture, and small to midsize companies headquartered in the 4 state region. Cabela's estimates total annual visitors of 1M annually (2,700 a day). On average between the three hotels there are approx. 625 guests occupying the rooms on a nightly basis (assuming 67% occupancy at an average of 1.5 guests per room).

Attendance at Venue Drivers Near Southport west Omaha Old Town

Creighton basketball – 291,000 (6th highest average attendance in nation)

UNO Hockey – 141,000 (8,000 average)

CWS – 341,000

Century Link- Concerts

Omaha Market Analysis

Over the past 20 years, Omaha has transformed from a flyover town to a regional and national destination. World-class events such as the US Senior Open, US Olympic Swimming Trials, and NCAA Tournament Regional Basketball games have visited and returned to Omaha with much success. Many national concert tours stop at the Century Link Center, and touring Broadway shows and performers visit Omaha's performing arts venues. Omaha favorites such as the College World Series and the Omaha Henry Doorly Zoo not only draw huge crowds each year, but continue to grow in popularity. Beyond the

high profile "Chamber of Commerce" events, there is a lot of competition for entertainment in the Omaha Metro. Without a local major league team, college sports are extremely popular. Creighton University men's basketball team plays at the CenturyLink Center and averages one of the largest home game attendances in the country at over 16,500 per game. The UNO Maverick's hockey team also is in the top 5 attendance nationwide, averaging over 7,000 per game. An hour drive west of Omaha is the University of Nebraska – Lincoln, home of the Cornhuskers. Each Saturday in the fall, everyone stops for three-and-a-half hours to follow the Nebraska football team. Over 90,000 people pack Memorial Stadium for home games, many coming from Omaha, making the stadium the third largest city in the State. The stadium has sold out for over 330 games, and even during down years, the demand and passion for the Huskers remains strong. The area is also home to the Omaha Lancers amateur hockey team and the Omaha Storm Chasers, the AAA affiliate of the Kansas City Royals. Culturally, Omaha has a very active arts community. The Omaha Community Playhouse is the largest community theater in the country, with two stages and seating for nearly 800. The theater performs multiple productions each year, drawing over 80,000 attendees. The relatively new Holland Theater, home to the Omaha Symphony and many touring performances and lectures, draws over 110,000 people annually. The Orpheum Theater is Omaha's most popular performing arts venue and home to Opera Omaha and the Broadway Across America – Omaha series. It attracts over a quarter-million people each year. Museums such as the Durham Western Heritage Museum, the Omaha Children's Museum, Strategic Air Command, and the Lauritzen Botanical Gardens draw over a half-million visitors annually. Omaha's music scene has gone from non-existent to being nationally recognized in the past 20 years. Chip Davis' and Mannheim Steamroller and Gramophone Records have called Omaha home since 1975, and have gained notoriety for their new age and Christmas music. But in the early 1990's with the success of the indie band 311, Omaha started to earn national recognition. Saddle Creek records formed and eventually signed successful artists like Brighteyes, The Faint, and Cursive. A founder of Saddle Creek records opened up The Slowdown, a music venue and recording studio in the popular NoDo area of Omaha. Sokol Auditorium and Underground and The Waiting Room are other notable music venues.

In terms of restaurants, the Omaha Metro has a large selection offering nearly every type of food available. Omaha is known as a steak town, and has several nationally known steakhouses (in part thanks to Warren Buffet's patronage). Traditional restaurants, sidewalk cafes, drive-thrus, national chains, chef-driven bistros, and everything in between can be found throughout the city. A diverse mix of eclectic shops and restaurants line the streets of The Old Market, a converted warehouse district downtown. Further west, Midtown Crossing has a more modern, urban feel and offers a little higher end contemporary cuisine. Throughout the city, well established neighborhoods like Dundee and Benson all have hidden gems offering great food, drink, and music. Suburban Omaha is not unlike any other large city, offering a large variety of national chains, ranging from fast casual concepts to upscale steakhouses.

When it comes to entertainment, Omaha offers 11 major movie theaters throughout the city, however most of the screens are west of Interstate 680. Most live music venues, including The Slowdown and Sokol Auditorium are located in or near the downtown area. The area's major shopping centers, Westroads, Oak View, and Village Pointe, are all located in west Omaha. A new development by Shamrock Development Company in downtown Omaha has recently been announced called The Capital District. It is a proposed mixed use development with a Marriot Hotel (350 Rooms), 90,000 sq ft of retail, 300 urban living spaces, and 150,000 sq ft of office space. It should be noted this is the second development of its kinds in downtown Omaha (Midtown Crossing is very similar in scope/scale). Midtown has had modest success and had difficulty selling its residential units and filling retail space. The Capital District will have a slight advantage being closer to the convention center, Old Town, and Ameritrade Ballpark. The Capital District is still in the planning stages and has yet to break ground. It is

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not considered a threat to Southport Live due to its location and small scale use of some entertainment and restaurants.

Omaha

Within the Omaha Metro area, the Old Market has long been the "go-to" destination for food, drink, and nightlife. The feel of the neighborhood is totally unique, with the streets and buildings entirely in brick. On any given night buskers play music or perform on a street corner, horse-drawn carriages give couples rides, and artists and professionals eat and drink at any number of restaurants and bars. Many of the buildings are two or more stories, and above the retail on the first floor is usually apartments or lofts. Just a few blocks north of The Old Market is the NoDo District (north of downtown). In the early 2000's this area's development was spurred by the building of the CenturyLink Center. Urban Outfitters and other hip establishments like Filmstreams Theater and The Slowdown located there, and it is now known as a trendy, hip area. Many art galleries are also around there. TD Ameritrade Park is the other major tenant in the neighborhood. The park is home to The College World Series and other sporting events, making it the hottest destination in Omaha for 10 days each June.

Moving west from the Missouri River, Midtown Crossing is located just beyond downtown, next to Mutual of Omaha's world headquarters. The development is all master planned and includes restaurants, bars, a hotel, apartments, condos, a grocery store and professional services. Turner Park is in the center of everything and provides a large green area with a pavilion and stage for community events. Activities like Jazz on the Green and summer concert series draw large crowds, especially when the weather is nice. Aksarben Village is named after the old Aksarben Race Track which closed in 1995. The track was one of the largest in the country and is a prominent piece in the history of Omaha. Credit card processor First Data Resources and The University of Nebraska Omaha both have campuses on the old Aksarben land. Aksarben Village has a suburban, master planned feel. Tenants include Jones Brothers' Cupcakes, Godfathers Pizza, Ponzu sushi and other restaurants, a movie theater, shopping, a fitness center, and a Courtyard by Marriott. There are also two apartment complexes (approx 500 units) plus collegiate dorms nearby. The Village also has a prominent green space with a large Obelisk in Stinson Park.

Closest to Southport West is Village Pointe Mall, off 156th and Dodge. This development is similar to the Des Moines and Lincoln in that it is primarily a shopping center, but Village Pointe offers many more dining and entertainment options. Anchor tenants include Best Buy, Scheels Sporting Goods, and Bed, Bath, and Beyond. There are 11 restaurants, a comedy club, and a movie theater. While there is a street that goes through the center of the mall, the majority of people park at either end of the development and walk along the wide sidewalks.

Southport West is in a unique situation. It has the opportunity to build an entertainment district in a suburban neighborhood without any sports venues as anchors, yet is not a shopping mall like other designated entertainment districts.

One of the most promising aspects of the development is its location. The land is situated immediately off of I-80 with excellent visibility and has over 100,000 cars pass by it every day. It is also next to Cabela's and two hotels with a conference center and a third hotel across the street. Each reports over one million visitors per year, although there is definitely some overlap between the two. When it comes to restaurants around the Southport West location, there are only a few on the other side of Giles Rd. that are close. There is a "restaurant desert" that runs from 84th Street on the east, west along Q St and south on 144th St. This area of the metro saw an 18% growth in population between

2000 and 2012. The average income within a five mile radius is just under \$90,000, which is higher than nearly all other entertainment districts compared.

Southport West currently has the convention center and Cabelas to help feed traffic. Other drivers include The Storm Chasers 83 games a year, Transit -I80 traffic, College World Series, Berkshire Hathaway Annual Meeting, Nebraska Football, and population for Lincoln, NE. It should be noted that Southport has an above average median income in the surrounding areas compared to other areas. The district will benefit significantly from the discretionary income. Most locals who go out (when not event focused) tend to stay closer to home.

Summary of Findings

There are obvious pros and cons to Southport. Location, the convention center, and the project cost provide great opportunity to potential success. The lack of significant entertainment drivers such as a major sports team or arena lend some concern. (although the Convention Center, and Cabela's are fantastic in their own right). The success of the convention center and Cabela's also are good indicators the area has tremendous upside. SPW has decent residential within 5 miles of the development, but in order to build the right community and drivers we feel housing for young adults is important to the viability and sustainability of the development and should be considered into the master plan. This addition would not only feed the ED on off nights, but also encourage other development in the area. The rental rates, events, and marketing/promotion are vitally important to the success of the district. It should be noted that the living room revenue, sponsorships, and 1018 income are vital in offsetting NNN charges to ensure tenants success.

Southport should target a good mix of entertainment focused first to market concepts to drive local traffic. It is critical the Southport invests in its own promotional team to drive events on "off" nights and establish itself as a THE entertainment destination in Omaha/Lincoln. Overall the Storm Chasers home games, proximity of the location to Lincoln, high I-80 traffic counts, and the current infrastructure with Cabela's and the Convention Center make Southport a very feasible project with good cash flow and returns

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**NEBRASKA LIQUOR
CONTROL COMMISSION**

SHOPPES AT SOUTHPORT WEST 128TH AND WESTPORT PARKWAY

LA VISTA, NEBRASKA 68138

the Shoppes



SOUTHPORT WEST

Shoppes at Southport West is a Retail and Entertainment Center to be constructed starting in 2014 with tenant delivery by early Summer 2015.

- :: Two separate buildings next to Alamo Drafthouse Cinema, Boot Barn and Better Office Equipment all being constructed in 2014-2015
- :: Two story elements located on opposite end-caps suited for restaurants
- :: Drive-thru outlot available
- :: Class "A" quality construction with Interstate-80 visibility
- :: State-of-the-art digital signage available along Interstate 80
- :: Located next to Cabela's, Marriott Courtyard, Embassy Suites, La Vista Conference Center, Mutual of Omaha Bank, Boot Barn, Alamo Drafthouse Cinema and Better Business Equipment

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Highlights – Shoppes at Southport West

- Located along and visible from Interstate 80 with daily traffic count of 100,000 vehicles
- Neighbor to Cabela's, The "World's Foremost Outfitter" with over 1 million visitors per year
- Walking distance to 623 hotel rooms with an average of 625 nightly guests
- 64 additional hotel rooms currently being permitted.
- Walking distance to the La Vista Conference Center which hosts 20-30 major conferences annually
- Employees working within a one-mile radius: 7,219
- Median household income within a five-mile radius: \$67,844
- Population within a five-mile radius: 58,702
- Population within a 50-mile radius: 1,239,178
- AAA baseball team two miles south draws 400,000 fans annually
- NRD is developing a 335 acre recreational park with a 133 acre lake one mile south of Southport West which is scheduled to open in fall 2014.
- Alamo Drafthouse Cinema will be the only major theater complex within a 3 mile radius and only one of two in Sarpy County
- Adjacent to Southport East, home to Pay Pal and Securities America with strong daytime population
- Other corporate names in the area are Yahoo, Fidelity Insurance, Travelers Insurance, Mutual of Omaha and Oriental Trading.
- Lincoln, a city of 265,000, is a 30 minute drive to the west
- Located in Sarpy County, the fastest growing county in Nebraska

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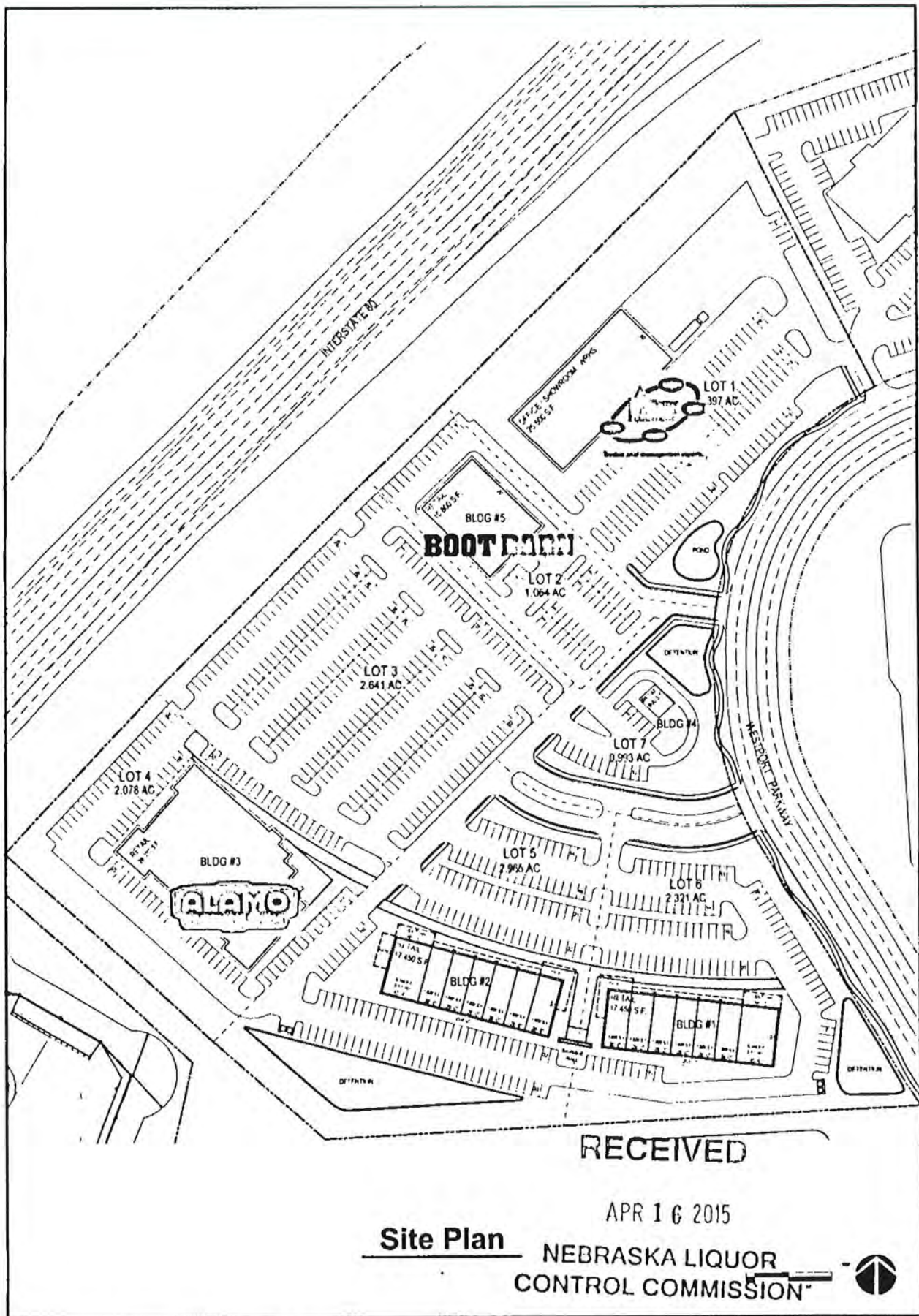
Executive Summary

<u>Shoppes Building One:</u>	17,450 SF
Bay 1A:	3,172 SF (1 st Floor 45'4" X 70') + 3,172 SF (2 nd Floor) = 6,344 SF (Total) 2 nd Floor Balcony = 680 SF 1 st Floor Patio = 680 SF
Bay 1B through 1F:	1,820 SF (26' X 70')
Bay 1G:	2,006 SF (28'8" X 70') Patio = 1,320 SF
Land:	2.321 acres
 <u>Shoppes Building Two:</u>	 17,450 SF
Bay 2A:	2,006 SF (28'8" X 70') Patio = 1,320 SF
Bay 2B through 2F:	1,820 SF (26' X 70')
Bay 2G:	3,172 SF (1 st Floor 45'4" X 70') + 3,172 SF (2 nd Floor) = 6,344 SF (Total) 2 nd Floor Balcony = 680 SF Patio #1 = 680 SF Patio #2 = 450 SF
Land:	2.965 acres
 <u>Overall:</u>	
Parking:	250 stalls
Parking Ratio:	7.16 stalls per 1,000 SF
Total Land:	5.286 acres

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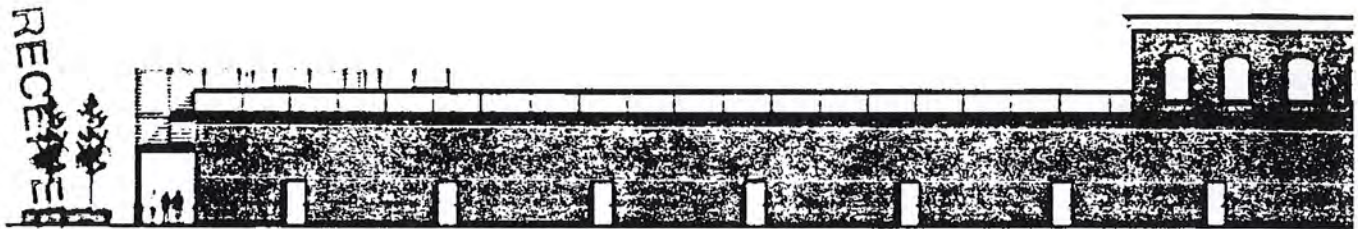
SLAGGIE
ARCHITECTS

Shoppes at Southport West
LaVista, NE
June 5, 2014

CBRE | MEGA
BY RICHARD ELLIS



Building 1 - Front Elevation



Building 1 - Back Elevation

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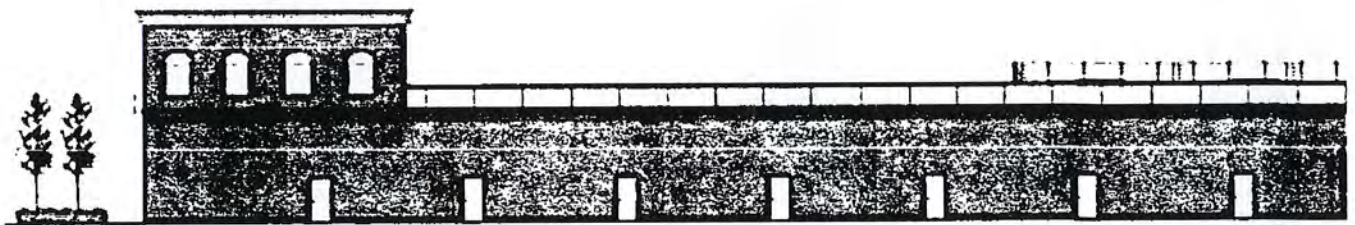
Shoppes at Southport West

LaVista, NE

06-02-2014



Building 2 - Front Elevation



Building 2 - Back Elevation



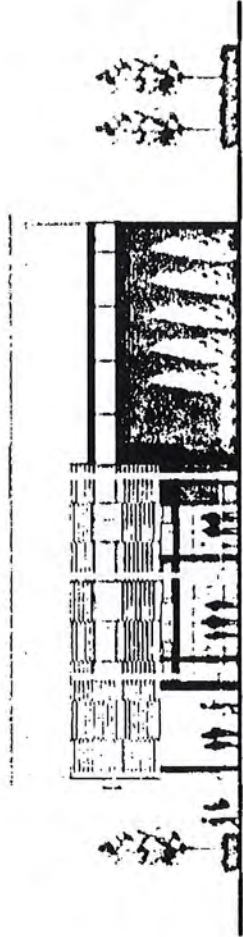
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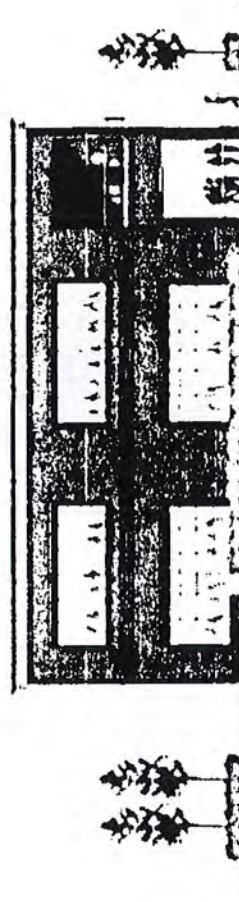
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Shoppes at Southport West

LaVista, NE
06-02-2014



Side Elevation - Typical



Side Elevation - Typical

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Shoppes at Southport West

LaVista, NE

06-02-2014

Exterior Concept

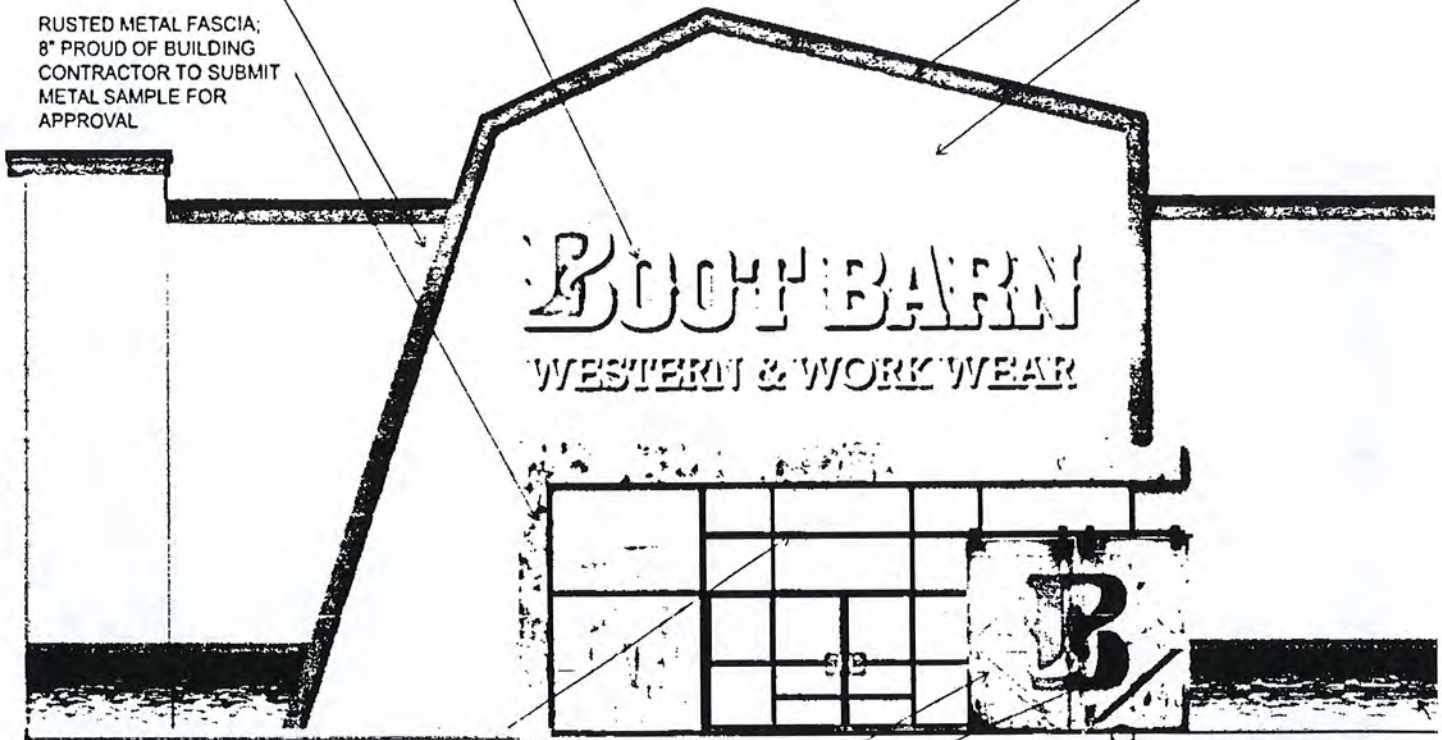
FACELIT AND HALO LIT BOOT BARN SIGN;
GALVANIZED METAL RETURN ON LETTERS
*ARTWORK TO BE PROVIDED BY
BOOT BARN MARKETING

BUILDING PAINTED P-7

RUSTED METAL FASCIA;
8" PROUD OF BUILDING
CONTRACTOR TO SUBMIT
METAL SAMPLE FOR
APPROVAL

FRAME, PROUD C
PAINTED P-8

BARN CLADDING
*FINAL SPEC DET
BASED ON BUDGI



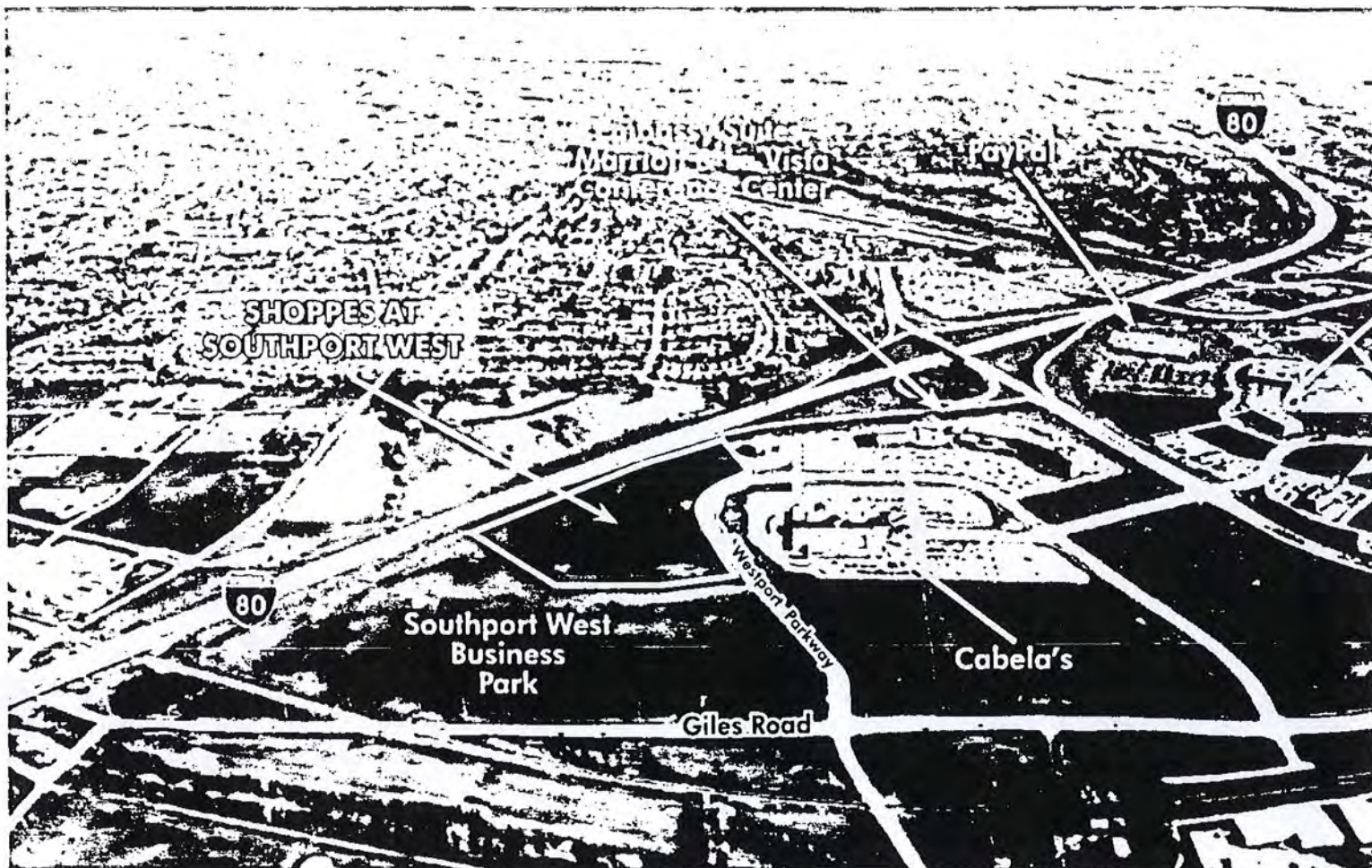
INDUSTRIAL RAIL FOR BARN DOOR

FIXED BARN DOOR, SEE CUTSHEET
http://www.tritonbarns.com/cupolas_barn_doors.php
"B" IN BRONZE METAL FINISH
CONTRACTOR TO SUBMIT METAL
SAMPLE FOR APPROVAL

3

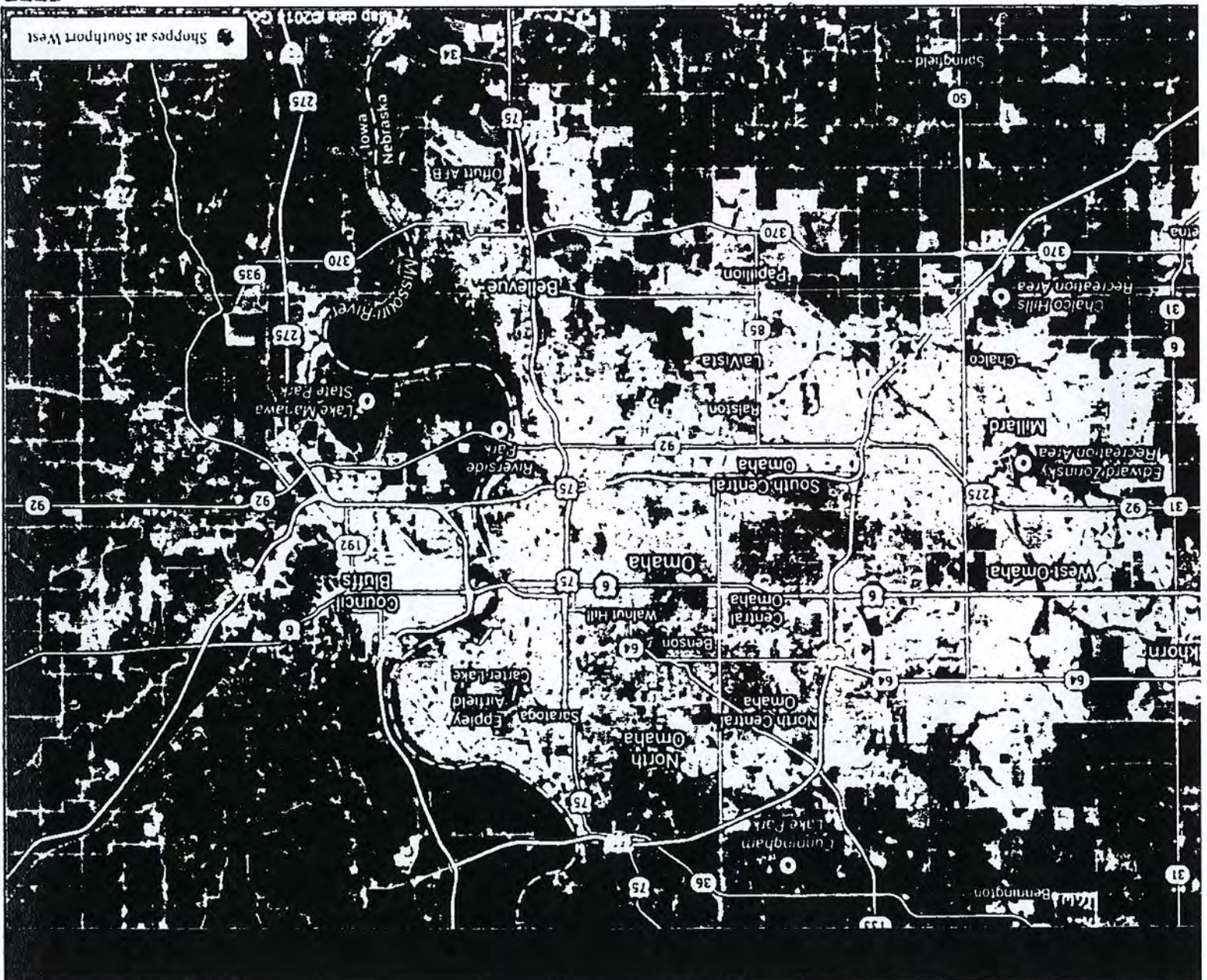
JGA Inc.

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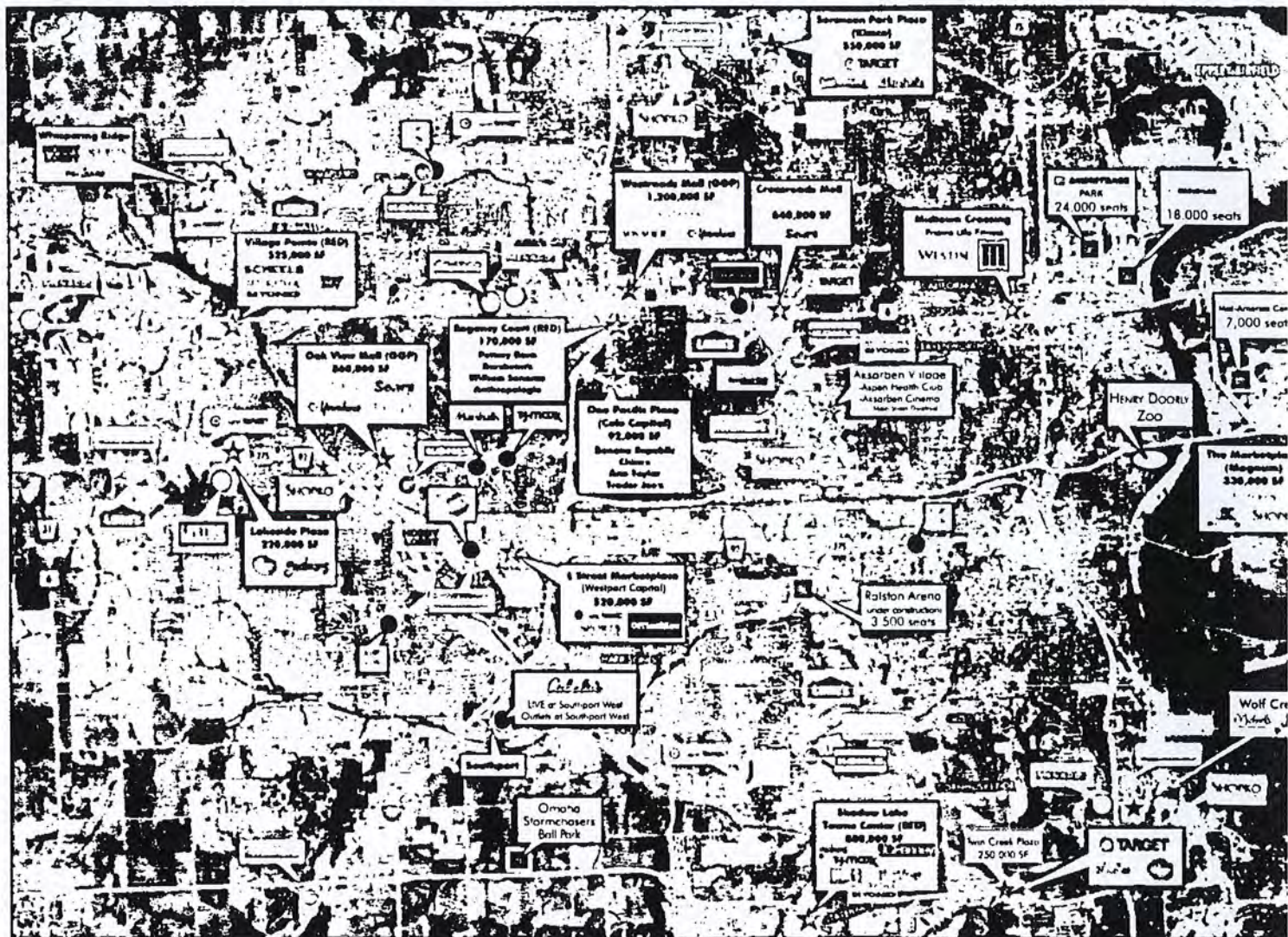


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Greater Omaha Retail



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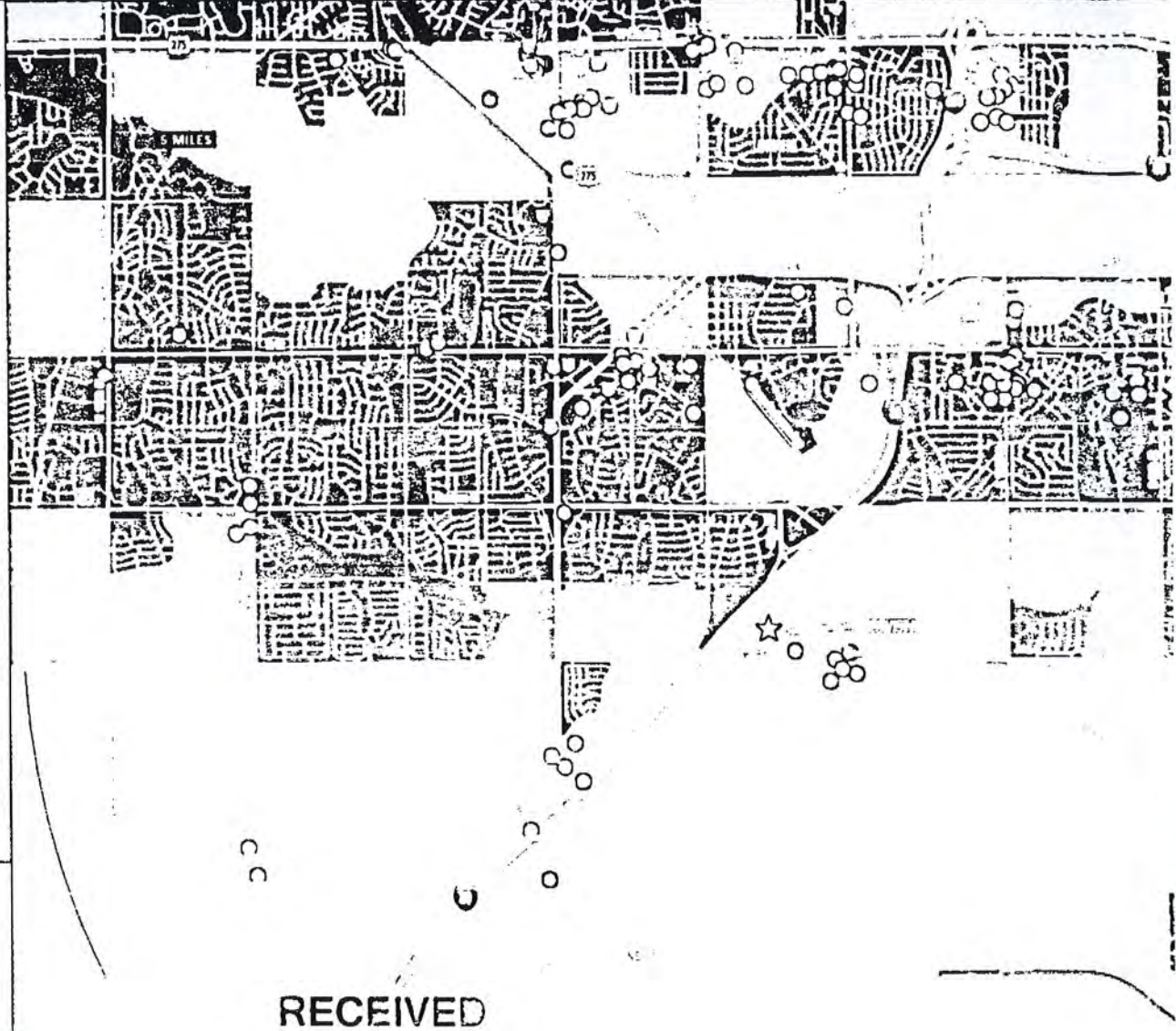
SOUTHPORT FOOD & BEVERAGE LOCATIONS

★ 12703 Westport Pkwy

1. A Plus Market	88. Little King
2. American's Market Food	89. Little King
3. Applebees	90. Little King
4. Arby's	91. Little King
5. Barbecue Pizza Place	92. Little King
6. Baskin-Robbins	93. Little King
7. Big Boy	94. Little King
8. Bruegger's Fresh Baked	95. Little King
9. Bruegger's Fresh Baked	96. Little King
10. Bruegger's Fresh Baked	97. Little King
11. Buffalo Wild Wings	98. Little King
12. Burger King	99. Little King
13. Burger King	100. Little King
14. Burger King	101. Little King
15. Burger King	102. Little King
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97. Burger King	184. Little King
98. Burger King	185. Little King
99. Burger King	186. Little King
100. Burger King	187. Little King

2013 Population Density
people per sq. mi. by block group

■ 3,000 or more
■ 1,000 to 3,000
■ 500 to 1,000
■ 100 to 500
■ Less than 100



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Retail 24/7.

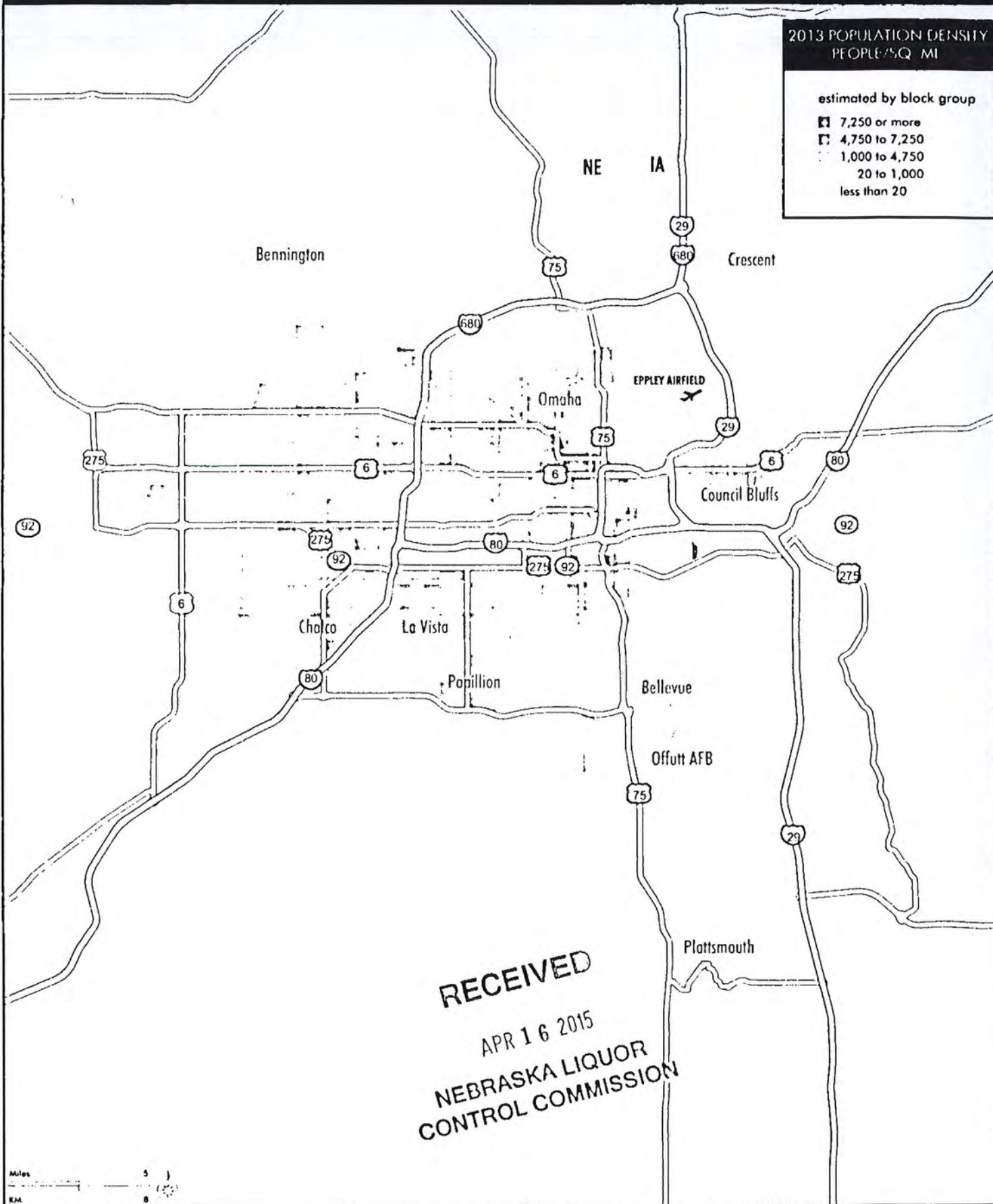
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2013 POPULATION DENSITY
PEOPLE/SQ. MI

estimated by block group

- 7,250 or more
- 4,750 to 7,250
- 1,000 to 4,750
- 20 to 1,000
- less than 20



Demographic Report

Southport West

CBRE

	12703 Westport Pkwy 5 mile radius	12703 Westport Pkwy 10 mile radius	12703 Westport Pkwy 15 mile radius	
POPULATION	2013 Estimated Population	174,209	575,677	751,716
	2018 Projected Population	183,727	607,192	790,440
	2010 Census Population	167,902	554,921	726,356
	2000 Census Population	142,285	474,313	634,319
	Growth 2010-2013	3.76%	3.74%	3.49%
	Growth 2013-2018	5.46%	5.47%	5.15%
HOUSEHOLDS	2013 Estimated Median Age	35.39	34.16	34.14
	2013 Estimated Average Age	36.24	35.69	35.78
	2013 Estimated Households	67,521	223,638	290,739
	2018 Projected Households	71,292	236,002	306,361
	2010 Census Households	65,011	215,679	280,593
	2000 Census Households	53,242	184,620	244,586
INCOME	Growth 2010-2013	3.86%	3.69%	3.62%
	Growth 2013-2018	5.58%	5.53%	5.37%
	2013 Est. Average Household Size	2.57	2.55	2.54
	2013 Est. Median Household Income	\$66,907	\$57,510	\$53,388
	2018 Prj. Median Household Income	\$71,883	\$60,597	\$56,004
	2000 Cen. Median Household Income	\$58,063	\$48,260	\$44,760
HOUSING	2013 Est. Average Household Income	\$81,698	\$74,995	\$70,204
	2013 Estimated Per Capita Income	\$31,665	\$29,134	\$27,153
	2013 Estimated Housing Units	70,386	239,812	314,289
	2013 Estimated Occupied Units	67,521	223,638	290,739
	2013 Estimated Vacant Units	2,864	16,174	23,550
	2013 Est. Owner Occupied Units	47,525	146,545	188,160
	2013 Est. Renter Occupied Units	19,997	77,093	102,579
	2013 Est. Median Housing Value	\$159,496	\$151,964	\$143,658
2013 Est. Average Housing Value	\$178,254	\$174,484	\$165,301	

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Demographic Report

Southport West

CBRE

	12703 Westport Pkw 5 mile radius	12703 Westport Pkw 10 mile radius	12703 Westport Pkw 15 mile radius
INCOME			
2013 Estimated Households	67,521	223,638	290,739
- Income Less than \$15,000	3,755 (5.6%)	21,588 (9.7%)	33,314 (11.5%)
- Income \$15,000 - \$24,999	4,964 (7.4%)	22,018 (9.8%)	30,910 (10.6%)
- Income \$25,000 - \$34,999	6,245 (9.2%)	23,666 (10.6%)	31,783 (10.9%)
- Income \$35,000 - \$49,999	9,215 (13.6%)	30,370 (13.6%)	40,863 (14.1%)
- Income \$50,000 - \$74,999	13,829 (20.5%)	43,748 (19.6%)	55,961 (19.2%)
- Income \$75,000 - \$99,999	11,632 (17.2%)	31,910 (14.3%)	39,351 (13.5%)
- Income \$100,000 - \$124,999	7,315 (10.8%)	19,891 (8.9%)	23,828 (8.2%)
- Income \$125,000 - \$149,999	4,591 (6.8%)	12,039 (5.4%)	13,940 (4.8%)
- Income \$150,000 - \$199,999	3,427 (5.1%)	9,957 (4.5%)	11,457 (3.9%)
- Income \$200,000 - \$249,999	1,058 (1.6%)	3,202 (1.4%)	3,573 (1.2%)
- Income \$250,000 - \$499,999	1,218 (1.8%)	4,073 (1.8%)	4,497 (1.5%)
- Income Over \$500,000	272 (.4%)	1,176 (.5%)	1,262 (.4%)
2013 Est. Average Household Income	\$81,698	\$74,995	\$70,204
2018 Prj. Average Household Income	\$87,949	\$79,478	\$74,238
2000 Cen. Avg. Household Income	\$73,079	\$67,475	\$62,711
HOUSEHOLD SIZE			
2013 Estimated Households	67,521	223,638	290,739
- 1 Person Household	16,997 (25.2%)	62,795 (28.1%)	82,714 (28.4%)
- 2 Person Household	22,496 (33.3%)	71,028 (31.8%)	91,928 (31.6%)
- 3 Person Household	11,124 (16.5%)	35,166 (15.7%)	46,003 (15.8%)
- 4 Person Household	9,992 (14.8%)	30,160 (13.5%)	38,291 (13.2%)
- 5 Person Household	4,589 (6.8%)	15,137 (6.8%)	19,423 (6.7%)
- 6 Person Household	1,651 (2.4%)	5,903 (2.6%)	7,736 (2.7%)
- 7 or More Person Household	673 (1.0%)	3,450 (1.5%)	4,645 (1.6%)
2013 Est. Average Household Size	2.57	2.55	2.54
VEHICLES			
2013 Estimated Households by Number of Vehicles	67,521	223,638	290,739
- Households with No Vehicles	1,911 (2.8%)	12,569 (5.6%)	19,590 (6.7%)
- Households with 1 Vehicle	20,561 (30.5%)	74,281 (33.2%)	98,662 (33.9%)
- Households with 2 Vehicles	30,153 (44.7%)	92,275 (41.3%)	116,288 (40.0%)
- Households with 3 Vehicles	10,642 (15.8%)	32,389 (14.5%)	40,554 (13.9%)
- Households with 4 Vehicles	3,269 (4.8%)	9,318 (4.2%)	11,757 (4.0%)
- Households with 5+ Vehicles	985 (1.5%)	2,806 (1.3%)	3,888 (1.3%)
2013 Est. Average Number of Vehicles	1.96	1.84	1.80

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MAPPING

Demographic Report

Southport West

CBRE

	12703 Westport Pkw 5 mile radius	12703 Westport Pkw 10 mile radius	12703 Westport Pkw 15 mile radius
RACE & ETHNICITY			
2013 Estimated Population by Race and Origin	174,209	575,677	751,716
- White Population	155,739 (89.4%)	470,422 (81.7%)	592,908 (78.9%)
- Black Population	4,684 (2.7%)	33,919 (5.9%)	69,273 (9.2%)
- Asian Population	4,461 (2.6%)	16,555 (2.9%)	19,344 (2.6%)
- Pacific Islander Population	149 (.1%)	493 (.1%)	636 (.1%)
- American Indian and Alaska Native	695 (.4%)	3,558 (.6%)	5,067 (.7%)
- Other Race Population	4,441 (2.5%)	33,967 (5.9%)	41,161 (5.5%)
- Two or More Races Population	4,040 (2.3%)	16,763 (2.9%)	23,327 (3.1%)
- Hispanic Population	10,810 (6.2%)	68,129 (11.8%)	84,475 (11.2%)
- White Non-Hispanic Population	150,424 (86.3%)	442,249 (76.8%)	557,677 (74.2%)
AGE			
2013 Estimated Population by Age	174,209	575,677	751,716
- Aged 0 to 4 Years	13,113 (7.5%)	45,678 (7.9%)	59,712 (7.9%)
- Aged 5 to 9 Years	13,152 (7.5%)	43,760 (7.6%)	56,632 (7.5%)
- Aged 10 to 14 Years	12,822 (7.4%)	41,409 (7.2%)	53,563 (7.1%)
- Aged 15 to 17 Years	7,552 (4.3%)	24,143 (4.2%)	31,514 (4.2%)
- Aged 18 to 20 Years	5,869 (3.4%)	21,059 (3.7%)	29,704 (4.0%)
- Aged 21 to 24 Years	8,724 (5.0%)	31,610 (5.5%)	41,648 (5.5%)
- Aged 25 to 34 Years	24,936 (14.3%)	87,382 (15.2%)	112,472 (15.0%)
- Aged 35 to 44 Years	23,829 (13.7%)	77,796 (13.5%)	99,686 (13.3%)
- Aged 45 to 54 Years	24,383 (14.0%)	76,722 (13.3%)	100,008 (13.3%)
- Aged 55 to 64 Years	20,722 (11.9%)	64,190 (11.2%)	84,089 (11.2%)
- Aged 65 to 74 Years	11,695 (6.7%)	35,332 (6.1%)	47,033 (6.3%)
- Aged 75 to 84 Years	5,429 (3.1%)	18,339 (3.2%)	24,801 (3.3%)
- Aged 85 Years and Older	1,984 (1.1%)	8,258 (1.4%)	10,854 (1.4%)
2013 Estimated Median Age	35.39	34.16	34.14
2013 Estimated Average Age	36.24	35.69	35.78
EDUCATION			
2013 Estimated Population Over 25 by Educational Attainment	112,978	368,018	478,942
- Less than 9th Grade	1,512 (1.3%)	12,930 (3.5%)	17,727 (3.7%)
- High School - No Diploma	2,990 (2.6%)	16,483 (4.5%)	26,138 (5.5%)
- High School Diploma	22,523 (19.9%)	76,926 (20.9%)	111,887 (23.4%)
- Some College	29,860 (26.4%)	91,304 (24.8%)	120,399 (25.1%)
- Associate Degree	9,823 (8.7%)	27,412 (7.4%)	35,870 (7.5%)
- Bachelor's Degree	31,664 (28.0%)	95,970 (26.1%)	112,302 (23.4%)
- Master's Degree	10,949 (9.7%)	32,687 (8.9%)	38,379 (8.0%)
- Professional Degree	2,429 (2.1%)	8,771 (2.4%)	10,023 (2.1%)
- Doctoral Degree	1,228 (1.1%)	5,536 (1.5%)	6,217 (1.3%)

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MAPPING
LIGHT

Demographic Report

Southport West

CBRE

	12703 Westport Pkwy 5 mile radius	12703 Westport Pkwy 10 mile radius	12703 Westport Pkwy 15 mile radius
HOUSING VALUE			
2013 Estimated Owner Occupied Units by Housing Value	47,525	146,545	188,160
- Valued Less than \$20,000	540 (1.1%)	2,037 (1.4%)	4,008 (2.1%)
- Valued \$20,000 - \$39,999	281 (.6%)	1,359 (.9%)	3,283 (1.7%)
- Valued \$40,000 - \$59,999	288 (.6%)	2,357 (1.6%)	4,784 (2.5%)
- Valued \$60,000 - \$79,999	278 (.6%)	4,381 (3.0%)	8,719 (4.6%)
- Valued \$80,000 - \$99,999	1,724 (3.6%)	10,440 (7.1%)	17,240 (9.2%)
- Valued \$100,000 - \$149,999	17,779 (37.4%)	51,079 (34.9%)	63,519 (33.8%)
- Valued \$150,000 - \$199,999	13,123 (27.6%)	33,417 (22.8%)	38,594 (20.5%)
- Valued \$200,000 - \$299,999	9,821 (20.7%)	27,388 (18.7%)	31,342 (16.7%)
- Valued \$300,000 - \$399,999	2,316 (4.9%)	7,846 (5.4%)	9,177 (4.9%)
- Valued \$400,000 - \$499,999	603 (1.3%)	2,372 (1.6%)	2,767 (1.5%)
- Valued \$500,000 - \$749,999	472 (1.0%)	2,507 (1.7%)	2,993 (1.6%)
- Valued \$750,000 - \$999,999	139 (.3%)	731 (.5%)	829 (.4%)
- Valued More than \$1,000,000	161 (.3%)	630 (.4%)	906 (.5%)
2013 Est. Median Housing Value	\$159,496	\$151,964	\$143,658
2013 Est. Average Housing Value	\$178,254	\$174,484	\$165,301
HOUSING TYPE			
2013 Estimated Housing Units by Housing Type	70,386	239,812	314,289
- 1 Unit Detached	50,748 (72.1%)	163,976 (68.4%)	217,865 (69.3%)
- 1 Unit Attached	2,893 (4.1%)	11,628 (4.8%)	14,332 (4.6%)
- 2 Units	346 (.5%)	2,839 (1.2%)	4,565 (1.5%)
- 3-4 Units	921 (1.3%)	5,341 (2.2%)	7,430 (2.4%)
- 5-19 Units	9,445 (13.4%)	33,225 (13.9%)	38,442 (12.2%)
- 20-49 Units	3,552 (5.0%)	11,349 (4.7%)	13,608 (4.3%)
- 50+ Units	2,012 (2.9%)	9,544 (4.0%)	13,259 (4.2%)
- Mobile Home Units	468 (.7%)	1,908 (.8%)	4,781 (1.5%)
- Other Units	1 (.0%)	1 (.0%)	6 (.0%)
UNIT BUILT			
2013 Estimated Housing Units by Year Structure Built	70,386	239,812	314,289
- Structure Built 2005 or Later	6,490 (9.2%)	19,735 (8.2%)	24,626 (7.8%)
- Structure Built 2000 to 2004	8,400 (11.9%)	24,844 (10.4%)	29,822 (9.5%)
- Structure Built 1990 to 1999	12,358 (17.6%)	35,220 (14.7%)	42,338 (13.5%)
- Structure Built 1980 to 1989	11,144 (15.8%)	27,755 (11.6%)	32,034 (10.2%)
- Structure Built 1970 to 1979	16,113 (22.9%)	40,160 (16.7%)	49,035 (15.6%)
- Structure Built 1960 to 1969	10,949 (15.6%)	31,395 (13.1%)	41,025 (13.1%)
- Structure Built 1950 to 1959	3,040 (4.3%)	21,123 (8.8%)	31,447 (10.0%)
- Structure Built 1940 to 1949	765 (1.1%)	8,460 (3.5%)	13,106 (4.2%)
- Structure Built 1939 or Earlier	1,127 (1.6%)	31,118 (13.0%)	50,856 (16.2%)
2013 Est. Median Year Structure Built	1983	1977	1974

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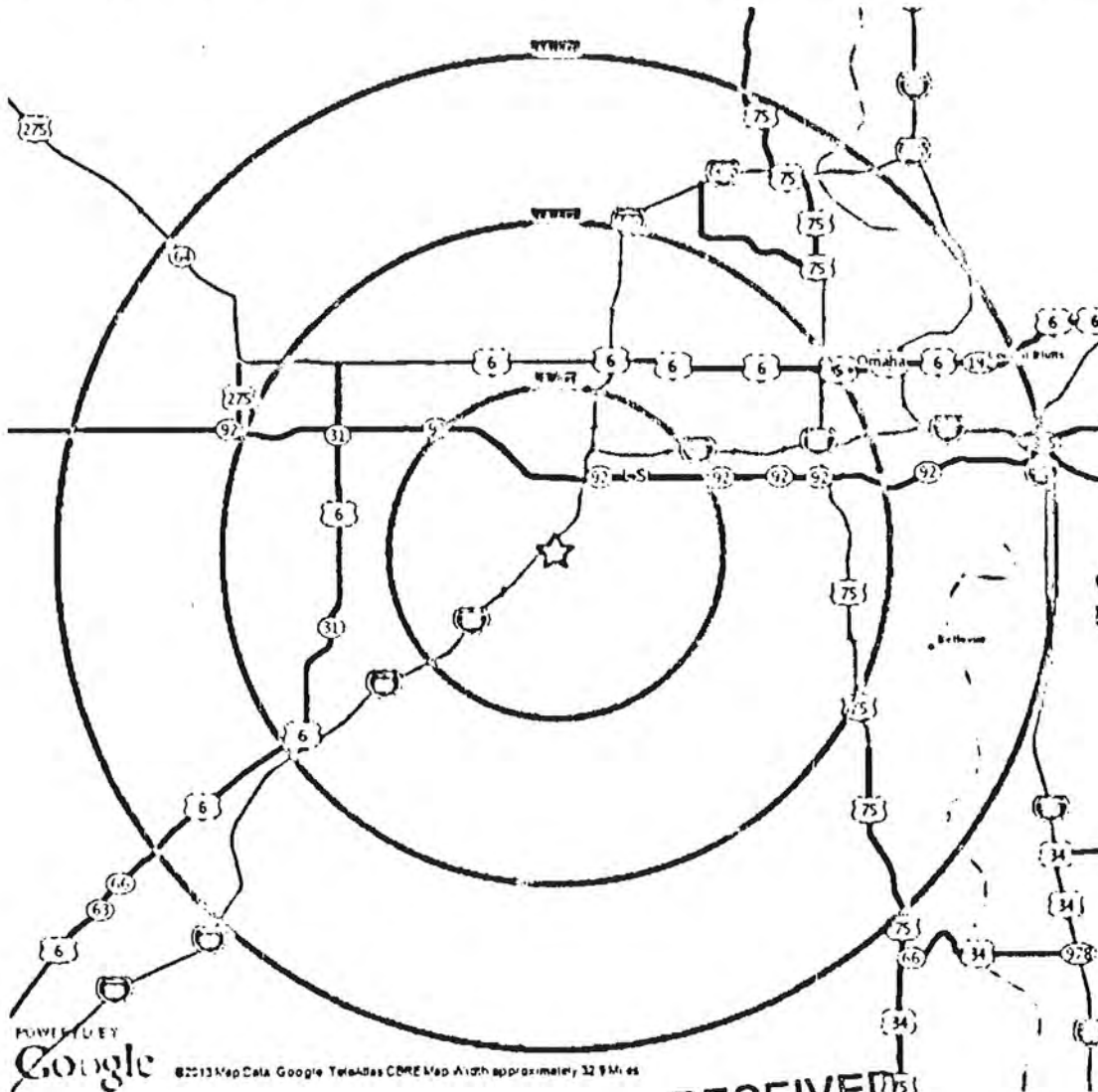
MAPPING

Demographic Report

Southport West

CBRE

Location	Longitude	Latitude
1. 12703 Westport Pkwy - 5 mile radius	-96.108611	41.179765
2. 12703 Westport Pkwy - 10 mile radius	-96.108611	41.179765
3. 12703 Westport Pkwy - 15 mile radius	-96.108611	41.179765



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**12703 Westport
Parkway
16 minute drive
time**

POPULATION	2014 Estimated Population	296,999
	2019 Projected Population	312,569
	2010 Census Population	283,457
	2000 Census Population	245,773
	Growth 2010-2014	4.78%
	Growth 2014-2019	5.24%
HOUSEHOLDS	2014 Estimated Median Age	34.98
	2014 Estimated Average Age	36.76
	2014 Estimated Households	118,908
	2019 Projected Households	125,228
	2010 Census Households	113,430
	2000 Census Households	97,989
INCOME	Growth 2010-2014	4.83%
	Growth 2014-2019	5.32%
	2014 Est. Average Household Size	2.46
	2014 Est. Median Household Income	\$60,169
	2019 Prj. Median Household Income	\$65,809
	2000 Cen. Median Household Income	\$51,128
HOUSING	2014 Est. Average Household Income	\$75,944
	2014 Estimated Per Capita Income	\$30,405
	2014 Estimated Housing Units	125,475
	2014 Estimated Occupied Units	118,908
	2014 Estimated Vacant Units	6,567
	2014 Est. Owner Occupied Units	76,521
	2014 Est. Renter Occupied Units	42,387
	2014 Est. Median Housing Value	\$165,664
	2014 Est. Average Housing Value	\$201,264

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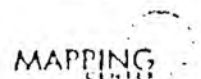
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**12703 Westport
Parkway
16 minute drive
time**

INCOME	2014 Estimated Households	
		118,908
	- Income Less than \$15,000	10,074 (8.5%)
	- Income \$15,000 - \$24,999	10,383 (8.7%)
	- Income \$25,000 - \$34,999	12,247 (10.3%)
	- Income \$35,000 - \$49,999	16,158 (13.6%)
	- Income \$50,000 - \$74,999	24,571 (20.7%)
	- Income \$75,000 - \$99,999	17,129 (14.4%)
	- Income \$100,000 - \$124,999	11,342 (9.5%)
	- Income \$125,000 - \$149,999	6,670 (5.6%)
HOUSEHOLD SIZE	- Income \$150,000 - \$199,999	5,516 (4.6%)
	- Income \$200,000 - \$249,999	1,946 (1.6%)
	- Income \$250,000 - \$499,999	2,197 (1.8%)
	- Income Over \$500,000	675 (.6%)
	2014 Est. Average Household Income	\$75,944
	2019 Prj. Average Household Income	\$84,133
	2000 Cen. Avg. Household Income	\$67,873
	2014 Estimated Households	
		118,908
	- 1 Person Household	34,971 (29.4%)
VEHICLES	- 2 Person Household	38,945 (32.8%)
	- 3 Person Household	18,344 (15.4%)
	- 4 Person Household	15,383 (12.9%)
	- 5 Person Household	7,231 (6.1%)
	- 6 Person Household	2,719 (2.3%)
	- 7 or More Person Household	1,315 (1.1%)
	2014 Est. Average Household Size	2.46
	2014 Estimated Households	
		118,908
	- Households with No Vehicles	6,283 (5.3%)
	- Households with 1 Vehicle	39,476 (33.2%)
	- Households with 2 Vehicles	51,184 (43.0%)
	- Households with 3 Vehicles	15,530 (13.1%)
	- Households with 4 Vehicles	4,858 (4.1%)
	- Households with 5+ Vehicles	1,577 (1.3%)
	2014 Est. Average Number of Vehicles	1.83

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**12703 Westport
Parkway
16 minute drive
time**

RACE & ETHNICITY	2014 Estimated Population by Race and Origin	296,999
	- White Population	256,238 (86.3%)
	- Black Population	12,891 (4.3%)
	- Asian Population	7,810 (2.6%)
	- Pacific Islander Population	249 (.1%)
	- American Indian and Alaska Native	1,517 (.5%)
	- Other Race Population	11,150 (3.8%)
	- Two or More Races Population	7,145 (2.4%)
	- Hispanic Population	24,829 (8.4%)
	- White Non-Hispanic Population	244,881 (82.5%)
AGE	2014 Estimated Population by Age	296,999
	- Aged 0 to 4 Years	21,739 (7.3%)
	- Aged 5 to 9 Years	21,375 (7.2%)
	- Aged 10 to 14 Years	20,558 (6.9%)
	- Aged 15 to 17 Years	11,955 (4.0%)
	- Aged 18 to 20 Years	12,228 (4.1%)
	- Aged 21 to 24 Years	15,709 (5.3%)
	- Aged 25 to 34 Years	45,022 (15.2%)
	- Aged 35 to 44 Years	38,830 (13.1%)
	- Aged 45 to 54 Years	38,668 (13.0%)
	- Aged 55 to 64 Years	34,704 (11.7%)
	- Aged 65 to 74 Years	20,457 (6.9%)
	- Aged 75 to 84 Years	10,763 (3.6%)
	- Aged 85 Years and Older	4,992 (1.7%)
	2014 Estimated Median Age	34.98
	2014 Estimated Average Age	36.76
EDUCATION	2014 Estimated Population Over 25 by Educational Attainment	193,436
	- Less than 9th Grade	4,351 (2.2%)
	- High School - No Diploma	6,618 (3.4%)
	- High School Diploma	43,720 (22.6%)
	- Some College	49,424 (25.6%)
	- Associate Degree	16,185 (8.4%)
	- Bachelor's Degree	48,548 (25.1%)
	- Master's Degree	17,325 (9.0%)
	- Professional Degree	4,674 (2.4%)
	- Doctoral Degree	2,591 (1.3%)

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**12703 Westport
Parkway
16 minute drive
time**

HOUSING VALUE	2014 Estimated Owner Occupied Units by Housing Value	76,521
	- Valued Less than \$20,000	1,049 (1.4%)
	- Valued \$20,000 - \$39,999	454 (.6%)
	- Valued \$40,000 - \$59,999	688 (.9%)
	- Valued \$60,000 - \$79,999	1,120 (1.5%)
	- Valued \$80,000 - \$99,999	3,266 (4.3%)
	- Valued \$100,000 - \$149,999	24,646 (32.2%)
	- Valued \$150,000 - \$199,999	20,460 (26.7%)
	- Valued \$200,000 - \$299,999	15,944 (20.8%)
	- Valued \$300,000 - \$399,999	4,943 (6.5%)
	- Valued \$400,000 - \$499,999	1,825 (2.4%)
	- Valued \$500,000 - \$749,999	1,210 (1.6%)
	- Valued \$750,000 - \$999,999	491 (.6%)
	- Valued More than \$1,000,000	426 (.6%)
	2014 Est. Median Housing Value	\$165,664
	2014 Est. Average Housing Value	\$201,264
HOUSING TYPE	2014 Estimated Housing Units by Housing Type	125,475
	- 1 Unit Detached	82,787 (66.0%)
	- 1 Unit Attached	5,278 (4.2%)
	- 2 Units	781 (.6%)
	- 3-4 Units	1,685 (1.3%)
	- 5-19 Units	20,691 (16.5%)
	- 20-49 Units	8,011 (6.4%)
	- 50+ Units	5,410 (4.3%)
	- Mobile Home Units	821 (.7%)
	- Other Units	11 (.0%)
UNIT BUILT	2014 Estimated Housing Units by Year Structure Built	125,475
	- Structure Built 2005 or Later	10,408 (8.3%)
	- Structure Built 2000 to 2004	11,416 (9.1%)
	- Structure Built 1990 to 1999	19,215 (15.3%)
	- Structure Built 1980 to 1989	17,480 (13.9%)
	- Structure Built 1970 to 1979	27,742 (22.1%)
	- Structure Built 1960 to 1969	20,205 (16.1%)
	- Structure Built 1950 to 1959	10,640 (8.5%)
	- Structure Built 1940 to 1949	2,434 (1.9%)
	- Structure Built 1939 or Earlier	5,934 (4.7%)
	2014 Est. Median Year Structure Built	1978

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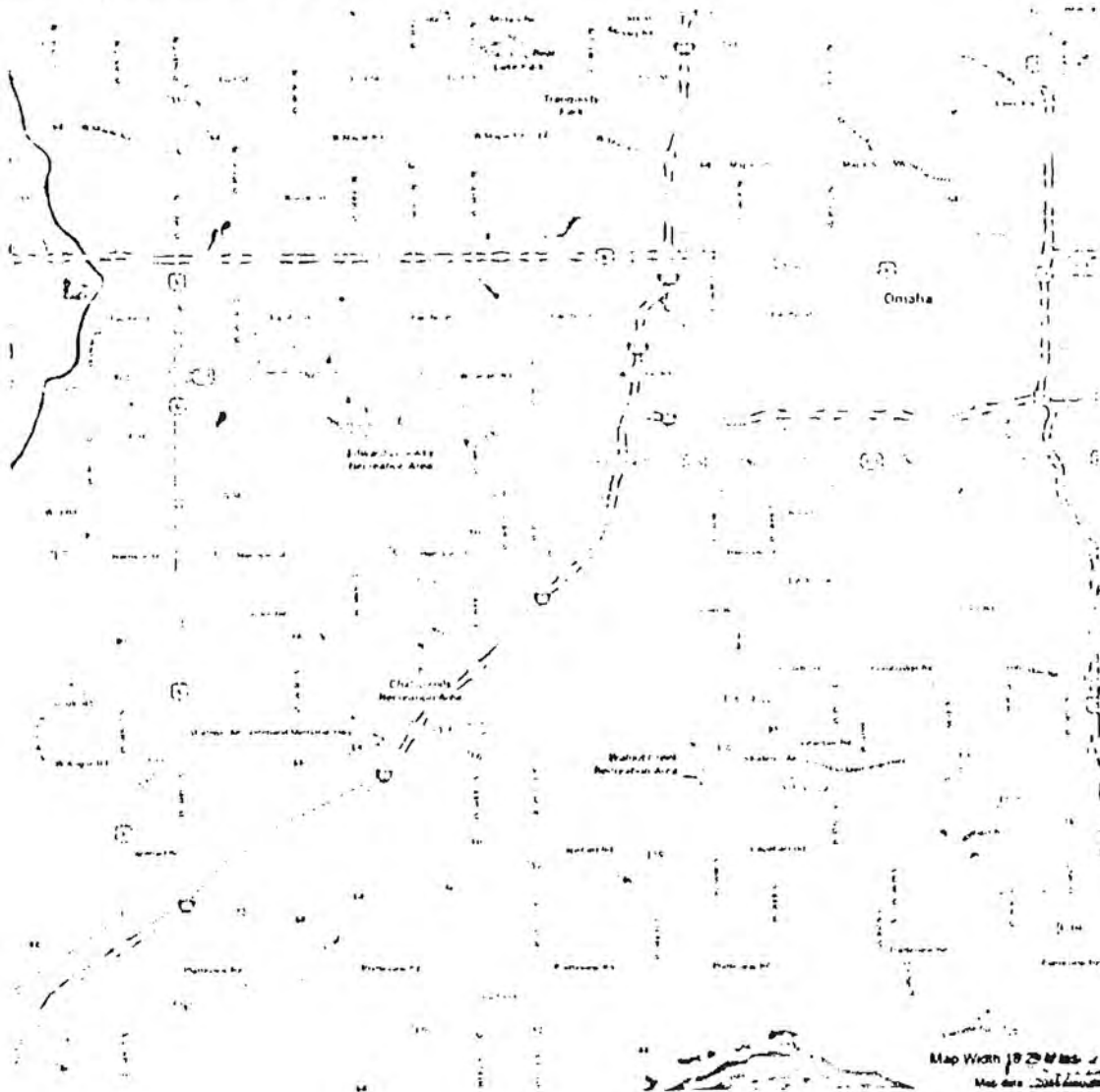
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Location	Longitude	Latitude
1. 12703 Westport Parkway - 16 minute drive time	N/A	N/A



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Business Occupation

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12703 Westport
Parkway
16 minute drive
time

Total Number of Employees	268,088
Management, Business, and Professional	85,508 (31.9%)
- Management	21,469 (8.0%)
- Business and financial operations	16,938 (6.3%)
- Computer and Mathematical	7,009 (2.6%)
- Architecture and Engineering	3,215 (1.2%)
- Life, Physical, and Social Science	1,689 (.6%)
- Community and Social Services	3,776 (1.4%)
- Legal	1,821 (.7%)
- Education, Training, and Library	9,009 (3.4%)
- Arts, Design, Entertainment, Sports, and Media	3,769 (1.4%)
- Healthcare Practitioners and Technical	16,810 (6.3%)
Sales and Office	74,147 (27.7%)
- Sales and Related	34,343 (12.8%)
- Office and Administrative Support	39,805 (14.8%)
Service	37,274 (13.9%)
- Healthcare Support	3,852 (1.4%)
- Protective Service	2,427 (.9%)
- Food Preparation and Serving Related	5,608 (2.1%)
- Building and Grounds Cleaning and Maintenance	12,844 (4.8%)
- Personal Care and Service	12,543 (4.7%)
Trade & Labor	55,788 (20.8%)
- Farming, Fishing, and Forestry	662 (.2%)
- Construction and Extraction	17,907 (6.7%)
- Installation, Maintenance, and Repair	10,985 (4.1%)
- Production	8,437 (3.1%)
- Transportation and Material Moving	17,797 (6.6%)
Unclassified	15,371 (5.7%)

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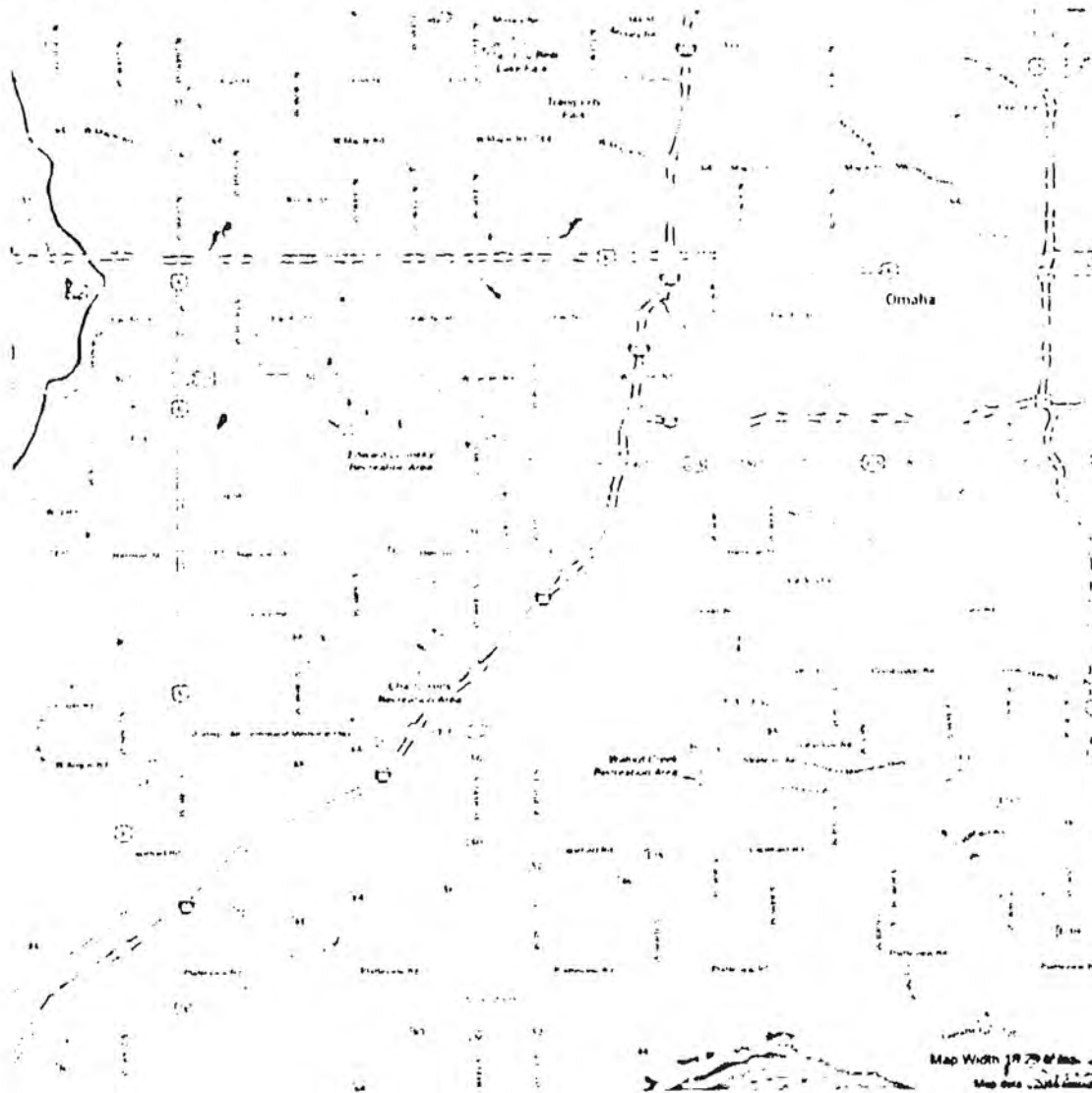
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Location	Longitude	Latitude
1. 12703 Westport Parkway - 16 minute drive time	N/A	N/A



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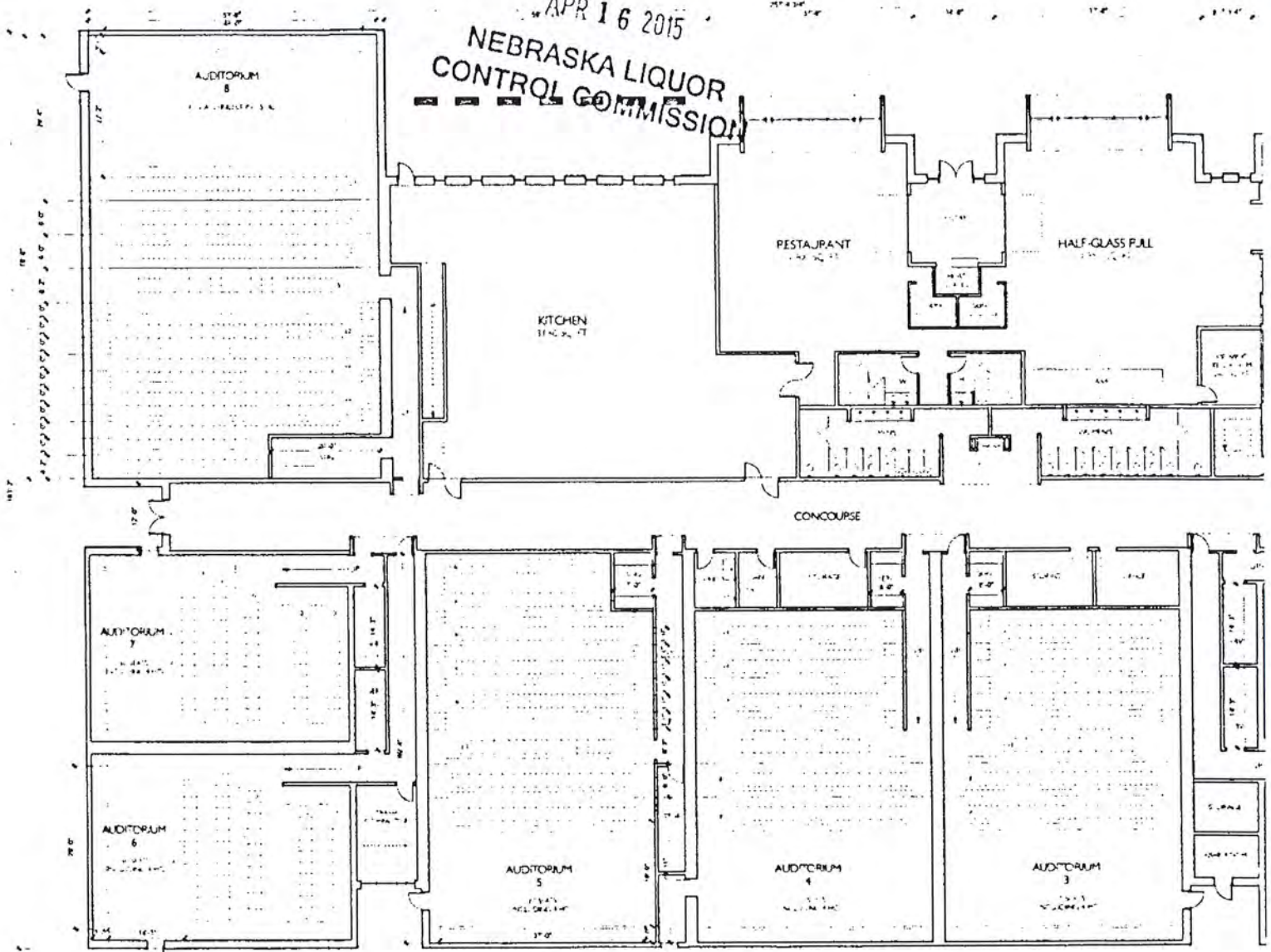
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ALAMO DRAFTHOUSE CINEMA
LA VISTA, NEBRASKA

ELEVATION: 10' 0" - 12' 0" (SEE PLAN FOR ELEVATION) - SEE PLAN FOR ELEVATION



Alamo Omaha Competition Summary

- **AMC Oakview Plaza 24**
- 3555 South 140th Plaza Omaha, NE -
- **+ AMC Westroads 14**
- 10000 California Street Omaha, NE -
- **+ Aksarben Cinema**
- 2110 South 67th Street Omaha, NE -
- **+ Dundee Theatre**
- 4952 Dodge Street Omaha, NE -
- **+ Film Streams at Ruth Sokolof Theater**
- 1340 Mike Fahey St. Omaha, NE -
- **+ Marcus Majestic Cinema of Omaha**
- 14304 W Maple Road Omaha, NE -
- **+ Marcus Midtown Cinema**
- 3201 Farnam Street Omaha, NE -
- **+ Marcus Village Pointe Cinema**
- 304 N. 174th Street Omaha, NE -
- **+ Regal Omaha Stadium 16**
- 7440 Crown Point Avenue Omaha, NE -
- **+ Westwood Cinema 8**
- 2809 South 125th Avenue Omaha, NE -

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- Twin Creek Cinema, Ma Theaters, is 7.5 miles ea Highway 370 and 1 mile 36th st
- The next closest theate Oakview 24, 7.5 miles r our site at 144th and In Rd. in Omaha.
- The closest, and only Ci the region, Marcus Mid Cinema is 17.1 miles av downtown Omaha



Grosses By Theatre

Data from week of 07/12/2013 to 07/10/2014

Rank	Theatre Name	Circuit	DMA	Branch	Date Range	
					Gross	Prev Y
1	Star Cinema 16 with IMAX (Council Bluffs, IA)	AMC	Omaha	DES	5,275,113	
2	Majestic Cinema of Omaha 19 (Omaha, NE)	MARC	Omaha	DES	4,951,851	
3	Oakview 24 with IMAX (Omaha, NE)	AMC	Omaha	DES	4,465,387	
4	Twin Creek Cinemas 16 (Bellevue, NE)	MARC	Omaha	DES	3,923,352	
5	Village Pointe Cinemas 16 (Omaha, NE)	MARC	Omaha	DES	3,407,759	
6	Aksarben Cinema (Omaha, NE)	MST	Omaha	DES	3,062,141	
7	Westroads 14 with IMAX (Omaha, NE)	AMC	Omaha	DES	2,171,933	
8	Omaha Stadium 16 (Omaha, NE)	REG	Omaha	DES	731,608	
9	Midtown Cinemas 5 (Omaha, NE)	MARC	Omaha	DES	643,143	
10	Main Street 7 (Fremont, NE)	MST	Omaha	DES	625,131	
11	Westwood Cinema (Omaha, NE)	MRAN	Omaha	DES	546,270	
12	Film Streams @ Ruth Sokolof Thr (Omaha, NE)	BALC	Omaha	DES	359,391	
13	Lozier IMAX (Omaha, NE)	INDLF	Omaha	DES	302,565	
14	Pioneer 3 (Nebraska City, NE)	MST	Omaha	DES	212,169	
15	Legacy 3 (Shenandoah, IA)	MST	Omaha	DES	169,540	
16	West Point Community Theater (West Point, NE)	MST	Omaha	DES	89,846	
17	Blair 3 (Blair, NE)	MST	Omaha	DES	81,056	
18	State (Auburn, NE)	TBS	Omaha	DES	77,152	
19	Grand (Red Oak, IA)	INDNRP	Omaha	DES	37,206	
20	Dreamland Theatre (Carson, IA)	MST	Omaha	DES	37,073	
21	Neola Phoenix Theater (Neola, IA)	TBS	Omaha	DES	35,596	
22	Colfax Theatre (Schuyler, NE)	TBS	Omaha	DES	20,209	
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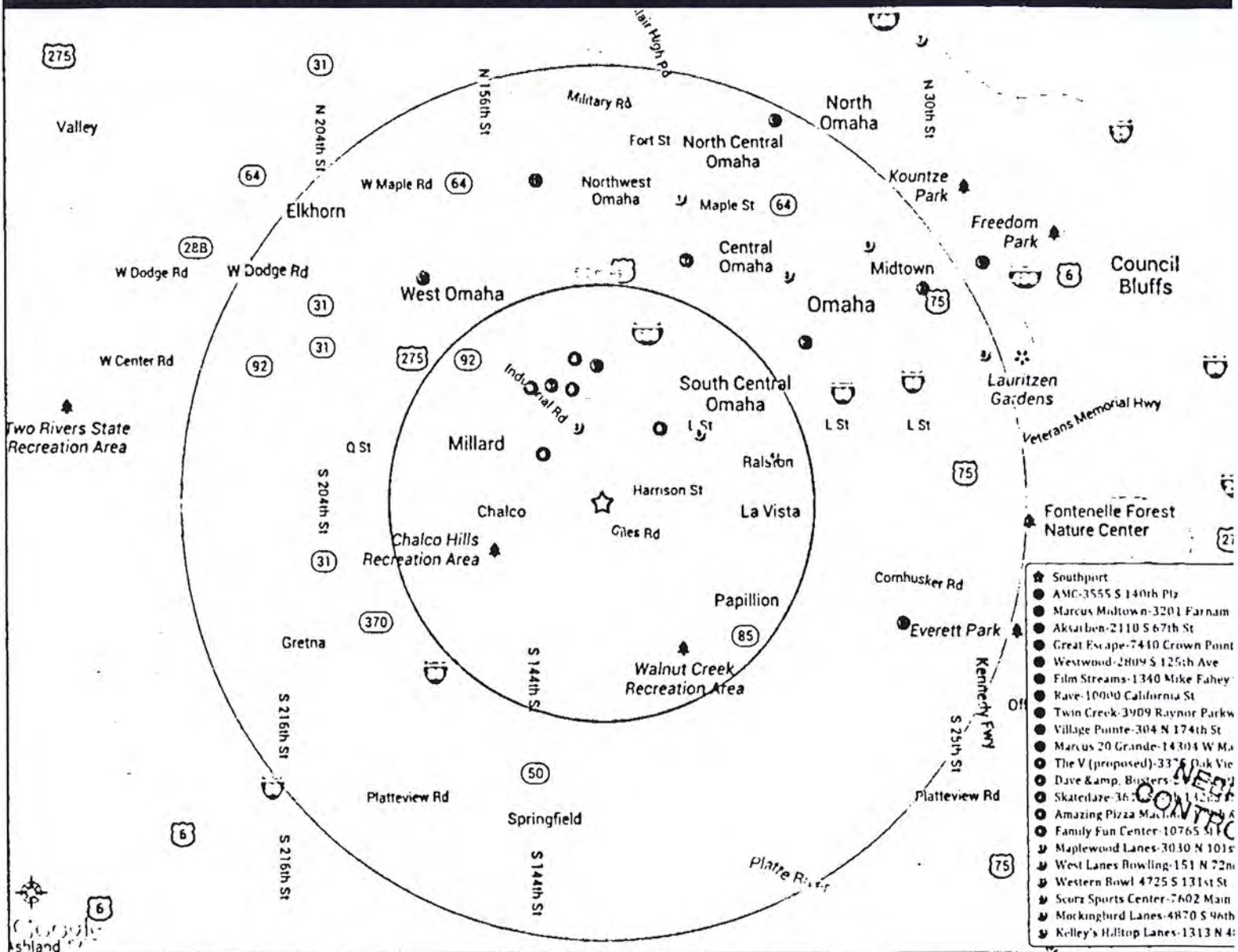
Grosses By Theatre

Data from week of 07/12/2013 to 07/10/2014

Rank	Theatre Name	Circuit	DMA	Branch	Date Range	
					Gross	Prev Y
23	Colonial Theatre (Hamburg, IA)	TBS	Omaha	DES	14,163	
24	Omni 4 (Council Bluffs, IA)	MRAN	Omaha	DES	9,205	
					31,248,858	

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SOUTHPORT THEATERS, ENTERTAINMENT CTRS, BOWLING 5 & 10 MILES

[illegible]



Alamo Omaha Timeline Schedule

- Land Purchase/Lease/Financing
- Architecture/Engineering/Permittir
- Site Work/Shell Construction
- Finish Out
- FF&E Install
- Pre-Opening/Training
- Grand Opening

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Alamo Omaha

Signed Purchase Agreement

- Executed Purchase Agreement at

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Pam Buethe

From: Mandy Garrod
Sent: Tuesday, April 28, 2015 3:41 PM
To: Pam Buethe
Subject: Alamo Liquor License

Attending will be:

[Tyler J. Calabrese](#)
Alamo Drafthouse Omaha
t.calabrese@omahadrafthouse.com
402.943.7807

Mandy Garrod, CMC
Human Resources Manager
Deputy City Clerk

City of La Vista
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La Vista, NE 68128
402-331-4343 ext 172
www.cityoflavista.org



