

VI
A

**AGENDA ITEM
REQUEST/JUSTIFICATION FORM**
(To be completed by requesting Department)
Forward all requests to Sharon Bourke, LC2 Civic Center
**DEADLINE SUBMITTAL IS 3:00 P.M. WEDNESDAY
BEFORE THE TUESDAY MEETING**

Agenda item: Public Hearing
(i.e. Consent/Recognition-Proclamation/Presentation/Public Hearing/Committee, etc.)
Date to be on agenda: December 15, 2015

Exact wording to be used for the agenda: Class C-115438 License (Beer, Wine, Distilled Spirits, On and Off Sale) for Addy's Sports Grill, Inc DBA Addy's Sports Bar and Grill, 1515 S 204 Street, Suite 1-3, Omaha, NE, 68022, Douglas County, and Manager Application for Tim J Addison, 19732 Orchard Ave, Omaha, NE, 68135.

Amount requested: \$n/a Object Code: _____

Is item in current year's budget? n/a Yes _____ No _____

Does this item commit funds in future years? Yes _____ No X

If yes, explain: _____

If an agreement or contract, has the County Attorney reviewed and approved? n/a Yes ___ No ___

Previous action taken on this item, if any: Set Public Hearing on December 1, 2015.

Recommendations and rationale or action: Comply with state statute.

Will anyone speak on behalf of this item, if so who? n/a

If this is a rush agenda item, please explain why: n/a

Submitted by (Name & Dept.): Daniel A. Esch, Douglas County Clerk/Comptroller Ext. 7150
DAE

Date submitted: December 3, 2015

List Attachments: Resolution, application from NLCC
(Attach resolution and all pertinent documentation; i.e. contract, agreement, memorandums, etc.)

Certified resolutions can be obtained at the County Clerk's website:
<http://www.douglascountyclerk.org/county-board-records/search-for-resolutions>

Completed by receiving office		
Received in Administrative Office:	Date	Time

**BOARD OF COUNTY COMMISSIONERS
DOUGLAS COUNTY, NEBRASKA**

Resolved,

WHEREAS, the Douglas County Clerk, on November 24, 2015, received from the Nebraska Liquor Control Commission, Class C-115438 License (Beer, Wine, Distilled Spirits, On and Off Sale) for Addy's Sports Grill, Inc DBA Addy's Sports Bar and Grill, 1515 S 204 Street, Suite 1-3, Omaha, NE, 68022, Douglas County, and Manager Application for Tim J Addison, 19732 Orchard Ave, Omaha, NE, 68135.

WHEREAS, a hearing notice was published in the Daily Record on Thursday, December 3, 2015,

WHEREAS, a Public Hearing was held on Tuesday, December 15, 2015, and no one appeared in opposition to the application,

NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF COUNTY COMMISSIONERS, DOUGLAS COUNTY, NEBRASKA, THAT the Board hereby approves the above described application.

DATED this 15th day of December, 2015



DONALD W. KLEINE
Douglas County Attorney

BRENDA BEADLE, CHIEF DEPUTY
1701 FARNAM STREET / 100 HALL OF JUSTICE / OMAHA, NEBRASKA 68183-1001

December 2, 2015

Board of County Commissioners
Omaha-Douglas Civic Center
1819 Farnam Street
Omaha, NE 68183

Re: Addy's Sports Grill, Inc.
Addy's Sports Bar and Grill

Applicant: Timothy J. Addison

Commissioners:

Reference is made to the application for a license under the Nebraska Liquor Control Act. There is nothing in the records of the Douglas County Attorney's Office to indicate the above named individual has been convicted of a felony in Douglas County, Nebraska.

Sincerely,

A handwritten signature in cursive script, appearing to read "Donald W. Kleine".

Donald W. Kleine
County Attorney

**AGENDA ITEM
REQUEST/JUSTIFICATION FORM**

II
P-1

(To be completed by requesting Department)
Forward all requests to Sharon Bourke, LC2 Civic Center
**DEADLINE SUBMITTAL IS 3:00 P.M. WEDNESDAY
BEFORE THE TUESDAY MEETING**

Agenda item: Consent Item

(i.e. Consent/Recognition-Proclamation/Presentation/Public Hearing/Committee, etc.)

Date to be on agenda: December 1, 2015

Exact wording to be used for the agenda: Set Public Hearing date of Tuesday, December 15, 2015 at 9:00 a.m. for Class C-115438 License (Beer, Wine, Distilled Spirits, On and Off Sale) for Addy's Sports Grill, Inc DBA Addy's Sports Bar and Grill, 1515 S 204 Street, Suite 1-3, Omaha, NE, 68022, Douglas County, and Manager Application for Tim J Addison, 19732 Orchard Ave, Omaha, NE, 68135.

Action requested: Set public hearing date.

Amount requested: \$n/a Object Code: _____

Is item in current year's budget? n/a Yes _____ No _____

Does this item commit funds in future years? Yes _____ No _____

If yes, explain: n/a

If an agreement or contract, has the County Attorney reviewed and approved? Yes ___ No ___

Previous action taken on this item, if any: n/a

Recommendations and rationale or action: Comply with state statute.

Will anyone speak on behalf of this item, if so who? n/a

If this is a rush agenda item, please explain why: n/a

Submitted by (Name & Dept.): Daniel A. Esch, County Clerk DAE Ext. 6767

Date submitted: November 24, 2015

List Attachments: Application and supporting documentation

(Attach resolution and all pertinent documentation; i.e. contract, agreement, memorandums, etc.)

Certified resolutions can be obtained at the County Clerk's website:
<http://www.douglascountyclerk.org/county-board-records/search-for-resolutions>

<i>Completed by receiving office</i>
Received in Administrative Office: _____ Date <u>11/24/15</u> Time _____

**BOARD OF COUNTY COMMISSIONERS
DOUGLAS COUNTY, NEBRASKA**

Resolved,

WHEREAS, the Douglas County Clerk, on November 24, 2015, received from the Nebraska Liquor Control Commission, Class C-115438 License (Beer, Wine, Distilled Spirits, On and Off Sale) for Addy's Sports Grill, Inc DBA Addy's Sports Bar and Grill, 1515 S 204 Street, Suite 1-3, Omaha, NE, 68022, Douglas County, and Manager Application for Tim J Addison, 19732 Orchard Ave, Omaha, NE, 68135.

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NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF COUNTY COMMISSIONERS, DOUGLAS COUNTY, NEBRASKA, THAT the Board hereby approves the above described application.

DATED this 15th day of December, 2015

Ellen M. Sechser (DC Clerk) <ellen.sechser@douglascounty-ne.gov>

Addy's Sports Bar & Grill - Local Report - 115438

1 message

Matulka, Jackie <Jackie.Matulka@nebraska.gov>

Tue, Nov 24, 2015 at 10:56 AM

To: "Ellen M. Sechser (DC Clerk)" <ellen.sechser@douglascounty-ne.gov>

Ellen,

This application is marked that they are inside the city limits of Omaha but it has been discovered that they are actually in Douglas County.

If you have any questions, please let me know.

Happy Holidays.

Jackie B Matulka

2 attachments



Addy's Sports Bar & Grill - Local Report - 115438.pdf

107K



1500025251.pdf

3169K

RECEIPT

11/24/2015

NEBRASKA LIQUOR CONTROL COMMISSION

From: Jackie B Matulka

Email: jackie.matulka@nebraska.gov

Phone: (402) 471 - 4881

Fax: (402) 471 - 2814

Email1: Clerk of Douglas County – ellen.sechser@douglascounty-ne.gov

Applicant: Addy's Sports Grill Inc DBA Addy's Sports Bar & Grill

License #: Class C 115438

Please sign and date stamp this receipt and return back to the NLCC office



Date of Receipt of Application

11-24-2015

Signature

TWO KEY DOCUMENTS

- 1) The receipt page will need to be signed, dated and returned back into the NLCC office either via regular mail, e-mail or fax (402) 471 – 2814. The receipt page will be entered into the NLCC database as the statutory time for this application.
- 2) The recommendation sheet is to be completed and returned back into the NLCC office either via regular mail, e-mail or fax (402) 471 – 2814. The recommendation sheet will be entered into the NLCC database accordingly with the information provided from the local governing body.

TWO KEY TIME FRAMES §53-134

- 1) A public notice shall be publicized one time not less than 7 days and no more than 14 days prior to the date of the hearing.
- 2) The local governing body has 45 days to conduct a hearing after the date of receipt of the notice from this Commission (see recommendation sheet for this date). The local governing body may choose **NOT** to make a recommendation of approval or denial to our Commission.

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

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

A LICENSEE MUST BE “PROPERLY” LICENSED IN ORDER TO PURCHASE ALCOHOL FROM WHOLESALERS

A LICENSE IS EFFECTIVE

- 1) Upon payment of the license fees to the local governing body all local clerks must collect proper license fees and occupation tax per ordinance, if any, before delivering the license to the applicant. A License Fee and Proration Chart are available for your use at www.lcc.ne.gov, click on “City and County Clerks Information”, in the middle of the home page.
- 2) The licensee has physical possession of the license
- 3) Effective date on the license

RECOMMENDATION OF THE NEBRASKA LIQUOR CONTROL COMMISSION

Date delivered from NLCC office:

November 24, 2015

JBM

I, _____ Clerk of _____
(City, Village or County)

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

Addy's Sport Bar & Grill Inc DBA Addy's Sport Bar & Grill

1515 S 204 Street, Suite 1-3, Omaha, NE 68022

NEW APPLICATION for Class C 115438

45 days – January 8, 2016

1. Notice of local hearing was published in a legal newspaper in or of general circulation in city, village or county, one time not less than 7 and not more than 14 days before time of hearing.

Check one: Yes _____ No _____

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

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

Check one: Yes _____ No _____

3. Date of hearing of Governing Body: _____

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

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

6. Roll Call Vote: _____

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

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

(Attached additional page(s) if necessary)

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

Training ✓

**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.nebraska.gov

RECEIVED		
OCT 29 2015		
NEBRASKA LIQUOR CONTROL COMMISSION		
Hot List: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	New/Replacing #	
Class Type <u>C</u>	115438	Initial <u>JM</u>

Applicant name Addy's Sports Grill Inc

Trade name Addy's Sports Bar and Grill

Previous trade name _____

Contact email address addisonalarms@cox.net

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

no crim hist reported on application / *147 submitted* ✓ *11-17-2015 entered into database*
Ag, FM, NSP, Local reports sent

Office use only	 1500025251
PAYMENT TYPE <u>CK 14272</u>	
AMOUNT: <u>\$400</u>	
Received: <u>MM</u>	

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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.
2. Enclose application fee of \$400 (nonrefundable), check made payable to the Nebraska Liquor Control Commission or you may pay online at www.ne.gov/go/NLCCpayport.
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 (LLC) making application. Lease term must run through the license year being applied for.
5. N/A If building is owned or being purchased send a copy of the deed or purchase agreement in the name of the applicant.
6. N/A 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. N/A If requesting to operate on current liquor license; enclose Temporary Operating Permit (TOP) (form 125).
8. N/A Enclose a list of any inventory or property owned by other parties that are on the premises.
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 (LLC) 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.

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OCT 29 2015

**NEBRASKA LIQUOR
CONTROL COMMISSION**

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

**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.nebraska.gov/

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OCT 29 2015

NEBRASKA LIQUOR
CONTROL COMMISSION

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

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

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) - *submitted 11-17-15*
- 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 _____

PREMISES INFORMATION

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Trade Name (doing business as) Addy's Sports Bar and Grill

OCT 29 2015

Street Address #1 1515 South 204 Street Suite 1-3

Street Address #2

NEBRASKA LIQUOR CONTROL COMMISSION

City Omaha

County Douglas #1

Zip Code 68022

Premises Telephone number To be determined

402-657-1231

Business e-mail address addisonalams@cox.net

Is this location inside the city/village corporate limits:

YES

x

NO

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

Name Addys Sports Bar - Attention Tim Addison

Street Address #1 14110 S Street

Street Address #2

City Omaha

State NE

Zip Code 68137

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 premises consumption liquor licenses minimum standards must be met by providing at least two restrooms

Building: length 192 x width 65 in feet

Is there a basement?

Yes

No x

If yes, length x width in feet

Is there an outdoor area?

Yes x

No

If yes, length 39 x width 26 in feet

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

Leased space 65wx 75 length Suite 1,2,3 Attached layout.

one story building approx 65x75 includes outdoor area 19 x 39

APPLICANT INFORMATION

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

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

 YES NO

If yes, please explain below or attach a separate page

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (city & state)	Description of Charge	Disposition
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				OCT 29 2015
				NEBRASKA LIQUOR CONTROL COMMISSION

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.

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) Security National Bank

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

YES NO

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

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NEBRASKA LIQUOR
CONTROL COMMISSION

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 premises 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.

Security National Bank- Tim Addison, Megan Addison

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.

Addys Sports Grill Inc 14110 S St, Omaha, NE 68137 License number 070829- Class C

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

- 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:

Training

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
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		OCT 29 2015
		NEBRASKA LIQUOR CONTROL COMMISSION

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
Tim Addison- Owner	11/8/2005	Addy's Sports Bar & Grill 14110 S Street Omaha, NE 68137
Megan Addison - Owner	11/8/2005	Addy's Sports Bar & Grill 14110 S Street, Omaha NE 68137

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 January 2023
- Deed
- Purchase Agreement

11-1-2022 ok per phone call with Tim

- ✓ 14. When do you intend to open for business? March 2016
- ✓ 15. What will be the main nature of business? Bar and restaurant
- ✓ 16. What are the anticipated hours of operation? 11 am- 2am

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

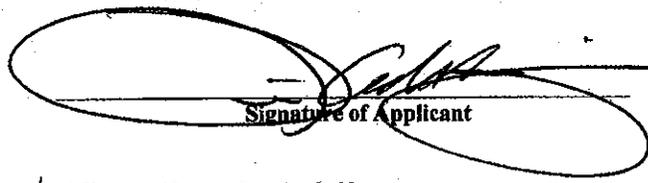
RESIDENCES FOR THE PAST 10 YEARS, APPLICANT AND SPOUSE MUST COMPLETE					
APPLICANT: CITY & STATE	YEAR		SPOUSE: CITY & STATE	YEAR	
	FROM	TO		FROM	TO
Tim Addison 5323 S 158 Cir Omaha, NE 68135	2000	2015	Megan Addison 5323 S 158 Cir Omaha, NE 68135	2000	2015
Tim Addison 19732 Orchard Ave, Omaha NE 68137	2015	present	Megan Addison 19732 Orchard Ave, Omaha NE 68135	2015	Present

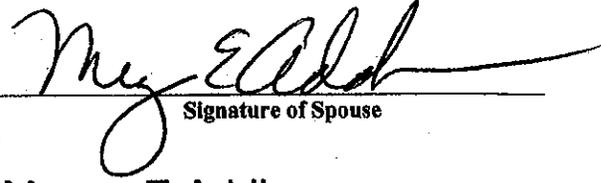
If necessary attach a separate sheet.

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

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

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


Signature of Applicant


Signature of Spouse

Timothy J. Addison

Megan E Addison

Print Name

Print Name

Signature of Applicant

Signature of Spouse

Print Name

Print Name

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OCT 29 2015

NEBRASKA LIQUOR CONTROL COMMISSION

ACKNOWLEDGEMENT

State of Nebraska
County of Douglas

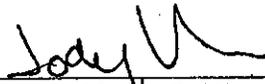
The foregoing instrument was acknowledged before me this

October 27, 2015

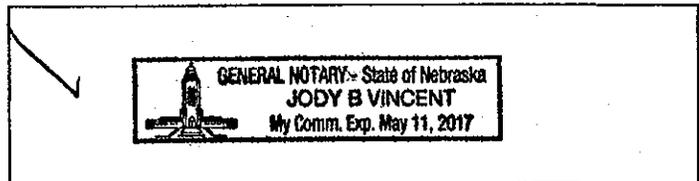
by

Timothy J Addison & Megan E Addison

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.

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

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

DATE RECEIVED RECEIVED	
OCT 29 2015	
NEBRASKA LIQUOR CONTROL COMMISSION	
Class: <u>C</u>	License #: <u>115430</u>

Applicant Name: **Addy's Sports Grill Inc.**
(Corporation, LLC, Partnership or Individual)

Trade Name: **Addy's Sports Bar and Grill**
(Doing Business As)

(402-) **991 - 2663**
Phone Number

addisonalarms@cox.net
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.

✓ 1. Name: Timothy J. Addison
(Please print legibly)
Date of Birth: 11-04-1975 Last 4 SSN: _____
How was payment made to NSP? NSP PAYPORT Or CHECK SENT TO NSP Ck # _____

RECEIVED

✓ 2. Name: Megan E. Addison
(Please print legibly)
Date of Birth: 1-16-1974 Last 4 SSN: _____
How was payment made to NSP? NSP PAYPORT Or CHECK SENT TO NSP Ck # _____

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NEBRASKA LIQUOR
CONTROL COMMISSION

3. Name: _____
(Please print legibly)
Date of Birth: _____ Last 4 SSN: _____
How was payment made to NSP? NSP PAYPORT Or CHECK SENT TO NSP Ck # _____

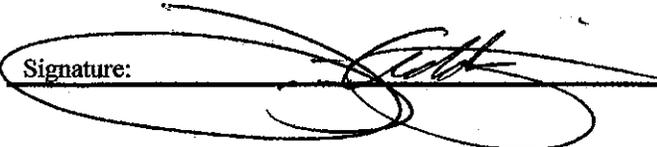
4. Name: _____
(Please print legibly)
Date of Birth: _____ Last 4 SSN: _____
How was payment made to NSP? NSP PAYPORT Or CHECK SENT TO NSP Ck # _____

5. Name: _____
(Please print legibly)
Date of Birth: _____ Last 4 SSN: _____
How was payment made to NSP? NSP PAYPORT Or CHECK SENT TO NSP Ck # _____

6. Name: _____
(Please print legibly)
Date of Birth: _____ Last 4 SSN: _____
How was payment made to NSP? NSP PAYPORT Or CHECK SENT TO NSP Ck # _____

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.

Name (Print): Timothy J. Addison Owner

Signature:  Date: 10/26/15

**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.nebraska.gov

Office Use

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: Addy's Sports Grill Inc

Premise information

Liquor License Number: 070829 Class Type C (if new application leave blank)

Premise Trade Name/DBA: Addy's Sports Bar and Grill

Premise Street Address: 1515 S 204 St Suite 1-3

City: Omaha County: Douglas Zip Code: 68022

Premise Phone Number: TBD 402-657-1231

Email address: addisonalarms@cox.net

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)

passport, voter reg, 147, signed

Manager's information must be completed below PLEASE PRINT CLEARLY

Last Name: Addison First Name: Tim MI: J

Home Address (include PO Box if applicable): 19732 Orchard Ave

City: Omaha County: Douglas Zip Code: 68135

Home Phone Number: 402-502-1738 Business Phone Number: 402-657-1231

Social Security Number: Drivers License Number & State: N

Date Of Birth: 11/4/75 Place Of Birth: Omaha

Email address: addisonsalarms@cox.net

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

YES

NO

voter reg, 147, signed, passport

Spouse's information

Spouses Last Name: Addison First Name: Megan MI: E

Social Security Number: Drivers License Number & State: N

Date Of Birth: 1/16/74 Place Of Birth: Omaha

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
5323 S 158 Cir Omaha, NE	2000	2015	5323 S 158 Cir Omaha, NE	2000	2015

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM	YEAR TO	NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2005	2006	ADDISON REWARDS	TIM ADDISON	402-657-1231
2000	2005	AB SECURITY	TIM ADDISON	402-657-1231

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

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

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

YES NO

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

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

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

YES NO

IF YES, list the name of the premise(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: N/A Name on Certificate: _____

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)

*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:
Tim Addison/Owner	11/2008 ⁵	Addy's Sports Bar 14110 S Street, Omaha NE 68137
Megan Addison/ Owner	11/2008 ⁵	Addy's Sports Bar 14110 S Street, Omaha NE 68137

5. Have you enclosed Form 147 regarding fingerprints?

YES NO

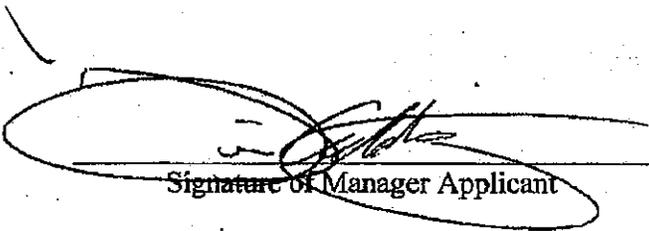
147 enclosed

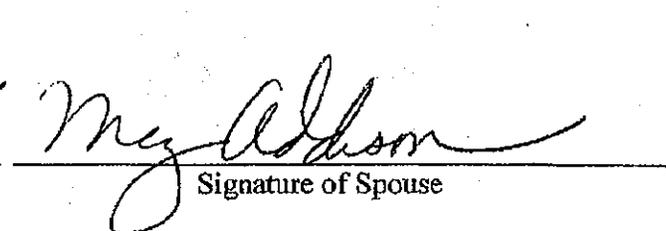
PERSONAL OATH AND CONSENT OF INVESTIGATION

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

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

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


Signature of Manager Applicant

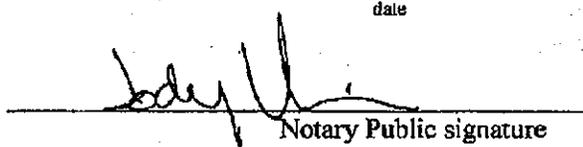

Signature of Spouse

ACKNOWLEDGEMENT

State of Nebraska
County of Douglas

11/17/2015
date

The foregoing instrument was acknowledged before me this
by Tim and Megan Addison
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.

Important Message:
 If you have recently moved, please use the Polling Place feature. Locate Your Polling Place with the street and city address of your new/current residence.

[HOME](#)

[POLLING PLACE](#)

[PROVISIONAL BALLOT](#)

[ABSENTEE BALLOT](#)

Select Language

Registrant Search Information

Registrant Detail

Name: Timothy J Addison
Party: Democrat
Polling Place: Millard Horizon High School
 5300 George B. Lake Pkwy (208th & Q)
 Commons Area (ALL VOTERS USE FRONT ENTRANCE)
 Omaha, NE 68137

Districts

DISTRICT NAME	DISTRICT TYPE
Millard Public Schools	School District
Metro Com College Dist 1	Community College District
U.S. Congressional District 2	U.S. Congressional District
Appeals Court Judge Dist 4	Judge of Appeals Court Dist.
County Judge Dist 4	Judge of County Court Dist.
District Judge, Dist 4	Judge of District Court Dist.
Juv Crt Judge, Douglas Co.	Judge of Juvenile Court
Supreme Court Judge Dist 4	Judge of Supreme Court Dist.
Legislative District 39	Legislative District
Papio NRD SubD 9	Natural Resources District
PSC District 3	Public Service Comm District
Board of Regents District 8	Board of Regents
ESU 3 District 5	ESU District
County Commissioner Dist 06	County Board (Commiss./Superv)
Metropolitan Utilities Dist	Utilities District
State Board of Education Dist8	State Board of Education
Learning Community 1 - Dist 4	Learning Community Coordinating Council
Omaha Public Power Subd 7	Public Power District

Handwritten initials

The Secretary of State of the United States of America hereby requests all whom it may concern to permit the citizen/national of the United States named herein to pass without delay or hindrance and in case of need to give all lawful aid and protection.

Le Secrétaire d'Etat des Etats-Unis d'Amérique prie de laisser passer le citoyen ou ressortissant des Etats-Unis nommé ci-dessous sans délai ni difficulté et, en cas de besoin, de lui prêter toute aide et protection légitime.

El Secretario de Estado de los Estados Unidos de América por el presente solicita a las autoridades competentes que permitan al ciudadano o nacional de los Estados Unidos aquí nombrado, sin demora ni dificultad, en caso de necesidad, prestarle toda la ayuda y protección legítimas.

SIGNATURE OF BEARER / SIGNATURE DU TITULAIRE / FIRMA DEL TITULAR

NOT VALID UNTIL SIGNED

UNITED STATES OF AMERICA

12416680

REBSON

UNITED STATES OF AMERICA

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Important Message:
 If you have recently moved, please use the [Polling Place](#) feature. Locate Your Polling Place with the street and city address of your new/current residence.

[HOME](#)

[REGISTRATION INFORMATION](#)

[POLLING PLACE](#)

[PROVISIONAL BALLOT](#)

[ABSENTEE BALLOT](#)

Select Language ▼

Registrant Search Information

Registrant Detail

Name: Megan E Addison
Party: Democrat
Polling Place: Millard Horizon High School
 5300 George B. Lake Pkwy (208th & Q)
 Commons Area (ALL VOTERS USE FRONT ENTRANCE)
 Omaha, NE 68137

Districts

DISTRICT NAME	DISTRICT TYPE
Millard Public Schools	School District
Metro Com College Dist 1	Community College District
U.S. Congressional District 2	U.S. Congressional District
Appeals Court Judge Dist 4	Judge of Appeals Court Dist.
County Judge Dist 4	Judge of County Court Dist.
District Judge, Dist 4	Judge of District Court Dist.
Juv Crt Judge, Douglas Co.	Judge of Juvenile Court
Supreme Court Judge Dist 4	Judge of Supreme Court Dist.
Legislative District 39	Legislative District
Papio NRD SubD 9	Natural Resources District
PSC District 3	Public Service Comm District
Board of Regents District 8	Board of Regents
ESU 3 District 5	ESU District
County Commissioner Dist 06	County Board (Commiss./Superv)
Metropolitan Utilities Dist	Utilities District
State Board of Education Dist8	State Board of Education
Learning Community 1 - Dist 4	Learning Community Coordinating Council
Omaha Public Power Subd 7	Public Power District

[Voter View Mobile](#)
[Registration Information](#) [Polling Place](#) [Provisional Ballot](#) [Absentee Ballot](#)
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 © Voter View 2.9.1157.5

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The Secretary of State of the United States of America
hereby requests all whom it may concern to permit the citizen national
of the United States named herein to pass without delay or hindrance
and in case of need to give all lawful aid and protection.

Le Secrétaire d'Etat des Etats-Unis d'Amérique
pria par les présentes toutes les personnes de laisser passer le citoyen
des Etats-Unis nommé ci-dessous sans retard ni entrave
difficile et, en cas de besoin, de lui donner toute aide et protection légales.

El Secretario de Estado de los Estados Unidos de América
autoridades competentes y a las autoridades nacionales de los Estados Unidos
aquí nombradas, para que permitan al presente sujeto a la
pasadaje o nacional de los Estados Unidos de América
de necesidad, brinden toda la ayuda y protección legales.

Morgan E. Addison

SIGNATURE OF THE BEER SIGNATURE OR THE TITULAR FIRMA DEL TITULAR

NOT VALID UNTIL SIGNED

UNITED STATES OF AMERICA



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NEBRASKA LIQUOR
CONTROL COMMISSION

APPLICATION FOR LIQUOR LICENSE CORPORATION INSERT - FORM 3a

Office Use

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

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

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

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

Name of Registered Agent: Tim Addison

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

Addy's Sport Grill Inc

Corporation Address: 14110 S Street

City: Omaha State: NE Zip Code: 68137

Corporation Phone Number: 4029322025 Fax Number: 4029322038

Total Number of Corporation Shares Issued: 10,000

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

Last Name: Addison First Name: Tim MI: J

Home Address: 19732 Orchard Ave City: Omaha

State: NE Zip Code: 68135 Home Phone Number: 4025021738

[Signature]
Signature of President/CEO

ACKNOWLEDGEMENT

State of Nebraska

County of Douglas

The foregoing instrument was acknowledged before me this

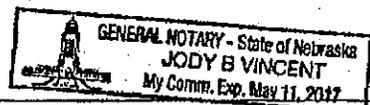
11/17/2015

Date

by Tim Addison
name of person acknowledge

[Signature]

Affix Seal



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

*Signed
147
Passport
voter
reg*

Last Name: Addison First Name: Megan MI: E

Social Security Number: _____ Date of Birth: 1/16/74

Title: Treasurer/Secretary Number of Shares 5000

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

Spouse Social Security Number: _____ Date of Birth: 11/4/75

Last Name: Addison First Name: Tim MI: J

Social Security Number: _____ Date of Birth: 11/4/75

Title: President/CEO Number of Shares 5000

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

Spouse Social Security Number: _____ Date of Birth: 1/16/74

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Title: _____ Number of Shares _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Title: _____ Number of Shares _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Is the applying corporation controlled by another corporation/company?

YES

NO

If yes, provide the following:

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

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

Starting Date: January

Ending Date: December

Is this a Non-Profit Corporation?

YES

NO

If yes, provide the Federal ID # _____

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

Articles

Nebraska Secretary of State

Fri Nov 6 14:42:33 2015

ADDY'S SPORTS GRILL, INC.

SOS Account Number
10077521

Status
Active

Principal Office Address
14110 S STREET
OMAHA, NE 68137

Registered Agent and Office Address
TIM ADDISON
14110 S ST
OMAHA, NE 68137

Nature of Business
BAR AND RESTAURANT

Entity Type
Domestic Corp
Qualifying State: NE

Date Filed
Nov 03 2005

Corporation Position	Name	Address
President	TIM ADDISON	5323 S 158 CIR. OMAHA, NE 68135
Secretary	MEGAN ADDISON	5323 S 158 CIR. OMAHA, NE 68135
Treasurer	MEGAN ADDISON	5323 S. 158 CIR. OMAHA, NE 68135

Filed Documents

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

Code	Document	Date Filed	Price	
AP	Articles Perpetual	Nov 03 2005	\$0.90 = 2 page(s) @ \$0.45 per page	Purchase Now (corpsearch.cgi?document-number=1000572772)
TR	Tax Return	Feb 23 2006	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now (corpsearch.cgi?document-number=1000608879)
PP	Proof of Publication	Oct 23 2006	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now (corpsearch.cgi?document-number=1000671194)
TR	Tax Return	Mar 19 2008	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now (corpsearch.cgi?document-number=1000802875)
TR	Tax Return	Mar 09 2010	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now (corpsearch.cgi?document-number=1000965605)
NP	Non Payment of Taxes	Apr 16 2012		
CR	Certificate of Revival	Jul 20 2012	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now (corpsearch.cgi?document-number=1001152538)

Code	Document	Date Filed	Price	
AO	Change of Agent or Office	Jul 20 2012	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now (corpsearch.cgi?document-number=1001152540)
TR	Tax Return	Jul 20 2012	\$0.90 = 2 page(s) @ \$0.45 per page	Purchase Now (corpsearch.cgi?document-number=1001152539)
TR	Tax Return	Mar 24 2014	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now (corpsearch.cgi?document-number=9000096052)

Articles

Good Standing Documents

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

Online Certificate of Good Standing with Electronic Validation

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

\$6.50

[Purchase Now \(corpsearch.cgi?ccogs=10077521\)](#)

Certificate of Good Standing - USPS Mail Delivery

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

\$10.00

[Continue to Order \(corpsearch.cgi?ccogsinfo=1&ccog\)](#)

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Articles

Page 1

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**NEBRASKA LIQUOR
CONTROL COMMISSION**

ARTICLES OF INCORPORATION
OF
ADDY'S SPORTS GRILL, INC.

The undersigned, acting as the incorporator of a corporation under the Nebraska Business Corporation Act, adopts the following Articles of Incorporation for such corporation:

ARTICLE I

The name of the corporation shall be ADDY'S SPORTS GRILL, INC.

ARTICLE II

The authorized capital stock of the corporation shall be \$10,000.00 and the aggregate number of shares which this corporation shall have authority to issue is 10,000 shares, having a par value of \$1.00 each, all of which shall be common stock. All transfers of the shares of this corporation shall be made in accordance with the provisions of the Bylaws of the corporation.

ARTICLE III

The corporation reserves the right to amend or repeal any provisions contained in these Articles of Incorporation in the manner now and hereafter permitted by law, and all rights conferred upon shareholders herein are granted subject to this reservation.

ARTICLE IV

No shareholder of the corporation shall have any preemptive right to purchase, subscribe for or otherwise acquire shares or other securities of the corporation, whether now or hereafter authorized, unissued, or issued.

ARTICLE V

The address of the corporation's initial registered office is 13806 P St., Omaha, NE 68137 and the name of the initial registered agent at that address is Tim Addison.

ARTICLE VI

The name and address of the incorporator is as follows:

Robb N. Gage
11560 West Dodge Road
Omaha, Nebraska 68154

Articles

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NEBRASKA LIQUOR
CONTROL COMMISSION

ARTICLE VII

A director of the Corporation shall not be personally liable to the Corporation or its shareholders for monetary damages for any action taken, or any failure to take action as a director except for liability (i) for the amount of a financial benefit received by a director to which he or she is not entitled; (ii) for intentional infliction of harm on the corporation or its shareholders; (iii) for a violation of Neb. Rev. Stat. § 2 1-2096; and (iv) for an intentional violation of criminal law.

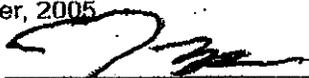
ARTICLE VIII

To the extent permitted by law, the corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit proceeding, whether civil, criminal, administrative or investigative, including any action or suit by or in the right of the corporation to procure a judgment in its favor, by reason of the fact that he or she is or was a director, officer, employee or agent of another corporation, partnership, joint venture or other enterprise or as a trustee, officer, employee or agent of an employee benefit plan, against expenses, including attorney fees, and, except for actions by or in the right of the corporation, judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding had no reasonable cause to believe his or her conduct was unlawful.

To the extent permitted by law, the corporation shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation against any liability asserted against him or her and incurred by him or her in such capacity or arising out of his or her status as such, whether or not the corporation would have the power to indemnify him or her against such liability.

The indemnity provided for by this Article shall not be deemed to be exclusive of any other rights to which those indemnified may be otherwise entitled, nor shall the provisions of this Article be deemed to prohibit the corporation from extending its indemnification to cover other persons or activities to the extent permitted by law or pursuant to any provisions in the Bylaws.

DATED this 2nd day of November, 2005


Robb N. Gage, Incorporator

Business Plan

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Addy's sports bar and grill has an established successful presence in the food and beverage service industry.

Addy's flagship location has been an established location generating over two million dollars a year and has been in operation for over ten years.

Addy's new location will be located on 204th and Pacific with an estimated first year of 2.5 million in sales. We currently estimate the net value in a year will be 425 thousand, this will be generated from an initial investment of 459 thousand in capital.

With an existing successful location we are confident we can surpass our existing location with the new location.

Expansion into other areas are underway to develop Addy's as a household name. Addy's has recognized the rapid growth made possible by the quick success and fast return on investment from our first location making the payback of the initial investment of the second location a minimal of 4 years.

Cash flow becomes positive from the operations immediately and we assume profits will be substantial in the first year and years to come.

Addy's has demonstrated its concepts, execution, marketability, and service, we feel confident in our ability to successfully replicate the quick ramp up at the Pacific street location.

Addy's strives to be a premier sports bar in the Omaha area. Our goal is to stay a step above the competition with T.V.'s better service and a higher quality of food than our competitors.

It is Addy's goal to reach a premier dining and entertaining experience.

8/10/2015
NEBRASKA LIQUOR
CONTROL COMMISSION

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#13

OCT 29 2015

BUSINESS PROPERTY LEASE

NEBRASKA LIQUOR CONTROL COMMISSION

THIS BUSINESS PROPERTY LEASE (the "Lease") is entered into this September, 2015 (the "Effective Date"), by and between ELKHORN 204, LLC, a Nebraska limited liability company ("Landlord"), and ADDY'S SPORTS GRILL, INC., a Nebraska corporation ("Tenant").

applicant

RECITALS

WHEREAS, Landlord owns certain real estate located at the southeast corner of 204th Street and Pacific Street legally described as: Lot 1, Pacific Street West Replat Five, a subdivision in Douglas County, NE (the "Real Estate");

WHEREAS, Landlord is constructing an approximately 12,315 square foot strip mall (the "Building") on the Real Estate as shown on Exhibit "A" attached hereto;

WHEREAS, Tenant desires to lease from Landlord approximately 4,859 square feet located at 1515 So. 204th Street, Suites 1, 2 and 3 (the "Premises"), whereby such Premises shall include use of a dedicated patio area of no less than 400 square feet adjacent to the Premises; and

Premise

WHEREAS, Landlord and Tenant desire to enter into this Lease to memorialize the terms upon which Landlord shall lease the Premises to Tenant.

NOW, THEREFORE, in consideration of the above recitals and the covenants and agreements set forth herein, the parties hereby agree as follows:

1. **LEASE OF PREMISES.** Landlord hereby agrees to lease the Premises to Tenant, and Tenant hereby agrees to lease the Premises from Landlord, all upon the terms and conditions set forth in this Lease. As part of the Premises, Tenant shall have the right to utilize all common areas of the Real Estate and Building which are shared by all tenants of the Building (i.e., parking lots, sidewalks, any common entryways, hallways or delivery areas, etc.). All square footage measurements of the Premises and Building shall be based on useable square feet. Landlord affirmatively grants Tenant a non-exclusive right to the access and parking areas serving the Building. Landlord represents and warrants that (a) subject to final site plan approval, the Premises shall be supported by adjacent parking areas as shown on the proposed site plan attached hereto as Exhibit "A" and made a part hereof and (b) the available parking surrounding the Building shall be in compliance with all applicable zoning ordinances and shall fulfill the zoning requirements for Tenant's proposed use of the Premises.

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2. **TERM.** This initial term of this Lease (the "Initial Term") shall commence on the Date that Landlord delivers the Premises to Tenant (the "Lease Commencement Date") and shall terminate eighty-four (84) full calendar months after the Lease Commencement Date. The parties shall execute an amendment to this Lease confirming the Lease Commencement Date and the expiration of the Initial Term promptly following the occurrence of the Landlord delivering the Premises to Tenant. As of the date of this Lease, Landlord estimates that the Building should be delivered by November 1, 2015 (the "Expected Delivery Date"); provided, however, Tenant acknowledges that the Expected Delivery Date may be delayed for any number of reasons related to new construction, permitting or other issues, and Landlord shall not be deemed to be in breach of this Lease.

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Provided that Tenant is not then in default beyond any applicable cure period under this Lease, Tenant shall have the option to extend the Initial Term for one (1) additional period of five (5) years ("Extended Term") from and after the expiration of the Initial Term. In order to extend the Term, Tenant

Lease

#13

shall provide written notice to Landlord of the exercise of such option at least one hundred twenty (120) days prior to expiration of the then-current Term. If Tenant exercises an option to extend the Term as provided in this Lease, then this Lease shall remain in effect during the applicable Extended Term upon all of the same terms and conditions of this Lease, except that the Base Rent (as defined below) shall be at a rate negotiated between the parties. In the event that Tenant does not exercise an option to extend the Term at least one hundred twenty (120) days prior to expiration of the then-current Term, Tenant shall be deemed to have waived its right to extend the Term and the Lease shall end upon expiration of the then-current Term.

3. **USE OF PREMISES.** The Premises are leased to Tenant, and are to be used by Tenant, for (i) a bar and restaurant catering to patrons interested in sports entertainment, or (ii) any other lawful retail or restaurant use which does not conflict with any existing written exclusive uses granted to other tenants in the Building (the "Use"). Landlord warrants that such Use does not interfere or conflict in any way with the rights of other tenants of the Building. Tenant agrees to use the Premises in such a manner as to not interfere with the rights of other tenants in the Building, to comply with all applicable governmental laws, ordinances, and regulations in connection with its use of the Premises, including without limitation all environmental laws, to keep the Premises in a clean and sanitary condition, and to use all reasonable precaution to prevent waste, damage, or injury to the Premises.

4. **RENT.**

(a) **Base Rent.** After the Lease Commencement Date, Tenant shall pay to Landlord at 14202 Hillside Circle, Omaha, Nebraska 68137, or at any other place Landlord may designate in writing, in lawful money of the United States, in monthly installments in advance, on or before the first day of each month, as follows:

Months 1 thru 4:	\$00.00/SF/year base rent
Months 5 thru 10:	\$10.00/SF/year base rent; plus NNN's
Months 11 thru 84:	\$20.73/SF/year base rent; plus NNN's

(b) **Operating Expenses (NNN's).** Landlord shall pay all operating expenses of the Real Estate and Building (collectively, the "Shopping Center"), including, but not limited to, buildings, improvements, parking areas, and grounds, all as shown on Exhibit "A" to this Lease. "Operating Expenses" shall mean all costs of maintaining and operating the Shopping Center, including but not limited to all taxes and special assessments levied upon the Shopping Center, fixtures, and personal property used by Landlord at the Shopping Center, all insurance costs, all costs of labor, material and supplies for maintenance, repair, and operation of the Shopping Center, including but not limited to roof repair, parking lot repair, line painting, lighting, snow removal, landscaping, cleaning, and trash service. Operating Expenses shall not include property additions and improvements to the Shopping Center which by generally accepted accounting practice are treated as capital items, alterations made for specific tenants, depreciation of the Shopping Center, debt service on long-term debt or income taxes paid by Landlord, remediating hazardous substances, or expenses for promotional or marketing activities relating to the Shopping Center. Operating Expenses shall not increase by more than three percent (3%) per year on a non-cumulative basis; provide, however, that the cost of insurance, real estate taxes on the Building, and the cost of snow removal shall not be subject to the cap of three percent (3%) per year.

(c) **Payment of Rent.** Tenant agrees to pay the Base Rent as and when due, together with Tenant's share of the Operating Expenses and all other amounts required to be paid by

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OCT 29 2015 #13

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Tenant under this Lease. As of the date of this Lease, it is estimated that the Tenant's share of the Operating Expenses shall be 39.46% (i.e., 4,859 square feet divided by 12,315 square feet). The parties shall execute an amendment to this Lease confirming the final square footage of the Premises and the Building, along with a calculation of Tenant's share of the Operating Expenses. Landlord may adjust the estimated Operating Expenses on an annual basis, effective as of January 1 each year, so long as such adjustments comply with the 3% cap annually, limited as per Section 5(b) above. Landlord agrees to provide an annual accounting of the Operating Expenses to the Tenant, and shall credit any credit balance to the Tenant. In the event of a balance due from the Tenant, Tenant agrees to promptly pay any Operating Expenses still owing as indicated in the annual operating expense account reconciliation.

(d) **Late Charge.** If the Tenant fails to pay the Base Rent together with the Tenant's share of the Operating Expenses and all other amounts required to be paid by Tenant under this Lease, on or before the fifth (5th) day of each month, Tenant agrees to pay Landlord a late charge of One Hundred Dollars (\$100.00).

(e) **Rental Commencement.** The Lease Commencement Date shall occur upon the Landlord delivering Premises to Tenant, whereby Base Rent during Months 1-4 shall be \$0.00 as set forth in Section 5(a) above.

5. **SERVICES.** Landlord shall furnish all utilities to the Premises during normal business hours, and at such other times as Landlord may deem necessary or desirable, in the manner customary to the Shopping Center; provided, however, the electric, gas and water utilities shall be directly metered for the Premises and Tenant shall pay for such utilities directly. Landlord shall have the right to discontinue any service during any period for which rent is not promptly paid by Tenant. Landlord shall not be liable for damages, nor shall the rental be abated, for failure to furnish, or delay in furnishing, any service when failure to furnish, or delay in furnishing, is occasioned in whole or in part by needful repairs, renewals, or improvements, or by any strike or labor controversy, or by any accident or casualty whatsoever, or by any unauthorized act or default of any employee of Landlord, or for any other cause or causes beyond the control of Landlord. Tenant shall pay when due, all water, gas, electricity, and sewer use fees, incurred at or chargeable to the Premises.

6. **ASSIGNMENT OR SUBLEASE.** Tenant shall not sublet, assign or transfer its interests in this Lease without the prior written consent of Landlord, which consent shall not be unreasonably withheld. Landlord may consider any factor it deems relevant in determining whether to withhold consent including, but not limited to, the following: (a) financial responsibility of the new tenant, (b) identity and business character of the new tenant; and/or (c) nature and legality of the proposed use of the Premises. Landlord shall have the right to assign its interest under this Lease or the rent hereunder.

7. **TENANT'S IMPROVEMENTS.** Landlord agrees to provide Landlord a Tenant Improvement Allowance equal to Twenty Dollars (\$20.00) per square foot of Premises and a sign allowance in the amount of Four Thousand Dollars (\$4,000.00) to be paid upon completion of such improvements. Tenant shall have the right to place partitions and fixtures and make improvements or other alterations in the interior of the Premises at its own expense. Prior to commencing any such work, Tenant shall first obtain the written consent of Landlord for the proposed work, which consent shall not be unreasonably withheld. Upon termination of this Lease, Tenant shall not be required to repair and restore the Premises to its former condition and, by entering into this Lease, Landlord acknowledges that any such improvements, additions or alterations installed or made by Tenant, except Tenant's trade fixtures, shall become part of the Premises and the property of the Landlord. Tenant may remove its trade

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OCT 29 2015 #13

NEBRASKA LIQUOR
CONTROL COMMISSION

fixtures at the termination of this Lease provided Tenant is not then in default and provided further that Tenant repairs any damage caused by such removal.

8. **REPAIRS TO PREMISES.** Landlord agrees to maintain in good condition, and repair and replace as necessary, the foundations, exterior walls and the roof of the Building (which includes the Premises) and all common areas of the Shopping Center.

Tenant agrees that it will make, at its own cost and expense, all repairs to the Premises not required to be made by Landlord, including, but not limited to, all interior and exterior doors, door frames, windows, plate glass, and HVAC, as well as the plumbing and electrical systems servicing the Premises. Tenant agrees to do all redecorating, remodeling, alterations, and painting required by it during the term of the Lease at its own cost and expense, to pay for any repairs to the Premises or the Shopping Center made necessary by any negligence or carelessness of Tenant or any of its agents or employees or persons permitted on the Shopping Center property by Tenant, and to maintain the Premises in a safe, clean, neat, and sanitary condition.

9. **REPRESENTATIONS, WARRANTIES AND COVENANTS OF LANDLORD.**
Landlord represents, warrants and covenants to Tenant that:

(a) Landlord has the authority to enter into this Lease and no other parties have the right to occupy or lease the Premises as of the Lease Commencement Date.

(b) After construction of the Building, all utilities servicing the Premises shall be available for Tenant's use and will be in working condition.

(c) The Shopping Center (including the Premises) will be constructed and operated in conformance with all federal, state and local laws and will comply with any laws applicable to environmental matters including the disposal of hazardous or toxic materials. Landlord has not received notice of, and has no reason to believe, that the Real Estate is subject to any investigation or required environmental remediation due to environmental hazards, conditions or actions existing or occurring prior to the Lease Commencement Date.

(d) To Landlord's knowledge, there are no underground storage tanks located beneath the Real Estate, nor have there been any underground storage tanks removed from the Real Estate during Landlord's ownership of the Real Estate.

(e) Landlord shall indemnify, defend and hold Tenant harmless as to all damages and claims arising due to hazardous or toxic materials located on, under or adjacent to the Shopping Center (including the Premises) (i) prior to the Lease Commencement Date or (ii) not caused by Tenant.

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

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OCT 29 2015

#13

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

- (a) Change the name or street address of the Shopping Center; provided, however, Tenant shall receive at least one hundred twenty (120) days' prior written notice of any such address change to allow Tenant adequate time to prepare for such change in Tenant's website, business cards or other marketing materials.
- (b) Install and maintain signs on the Shopping Center.
- (c) At reasonable times, to decorate, and to make, at its own expense, repairs, alterations, additions, and improvements, structural or otherwise, in or to the Premises, the Shopping Center, or part thereof, and any adjacent real estate, land, street, or alley, and during such operations to take into and through the Premises or any part of the Shopping Center all materials required, and to temporarily close or suspend operation of entrances, doors, corridors, elevators, or other facilities to do so, so long as the Landlord rights defined in this Section 12 do not interfere with the Tenant's ability to conduct normal business (per Use clause in Section 3) in the Premises or through the drive-thru, or materially impact the visibility of the Premises to the roads in or around the Shopping Center.
- (d) Show the Premises to prospective tenants at reasonable times during the last one hundred twenty (120) days of any Term.
- (e) Take any and all reasonable measures, including inspections or the making of repairs, alterations, and additions and improvements to the Premises or to the Shopping Center, which Landlord deems necessary or desirable for the safety, protection, operation, or preservation of the Premises or the Shopping Center so long as the Landlord's actions do not interfere with the Tenant's ability to conduct normal business in the Premises or through the drive-thru lane(s).

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

13. **TENANT'S INDEMNITY.** Tenant shall indemnify, hold harmless, and defend Landlord from and against, and Landlord shall not be liable to Tenant on account of, any and all costs, expenses, liabilities, losses, damages, suits, actions, fines, penalties, demands, or claims of any kind, including reasonable attorneys' fees, asserted by or on behalf of any person, entity, or governmental authority arising out of or in any way connected with either (a) a failure by Tenant to perform any of the agreements, terms, or conditions of this Lease required to be performed by Tenant; (b) a failure by Tenant to comply with any laws, statutes, ordinances, regulations, or orders of any governmental authority; (c) all damages and claims arising due to Tenant's introduction of hazardous or toxic materials onto the Premises

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OCT 29 2015

NEBRASKA LIQUOR CONTROL COMMISSION #13

or Real Estate; or (d) any accident, death, or personal injury, or damage to, or loss of their property which shall occur on or about the Premises, or the Shopping Center, except as the same may be the result of the negligence or intentional act of Landlord, its employees, or agents.

14. **LANDLORD'S INDEMNITY.** Landlord shall indemnify, hold harmless, and defend Tenant from and against, and Tenant shall not be liable to Landlord on account of, any and all costs, expenses, liabilities, losses, damages, suits, actions, fines, penalties, demands, or claims of any kind, including reasonable attorneys' fees, asserted by or on behalf of any person, entity, or governmental authority arising out of or in any way connected with either (a) a failure by Landlord to perform any of the agreements, terms, or conditions of this Lease required to be performed by Landlord; (b) a failure by Landlord to comply with any laws, statutes, ordinances, regulations, or orders of any governmental authority; or (c) any accident, death, or personal injury, or damage to, or loss or theft of property which shall occur on or about the Shopping Center and which is not the responsibility of Tenant in accordance with Section 14(c) above, except as the same may be the result of the negligence or intentional act of Tenant, its employees, or agents.

15. **LIABILITY INSURANCE.** Tenant agrees to procure and maintain continuously during the entire term of this Lease a policy of commercial general liability insurance from a company or companies acceptable to Landlord, at Tenant's own cost and expense, insuring Landlord and Tenant from all claims, demands or actions. Such policy or policies shall, in addition to insuring Tenant, protect and name the Landlord and Landlord's managing agent as additional insureds and shall provide coverage, either thru an individual policy or coverage included within a blanket policy of the Tenant's, in a combined single limit per occurrence of at least One Million Dollars (\$1,000,000.00) for claims, demands or actions for bodily injury, death or property damage made by or on behalf of any person or persons, firm or corporation arising from, related to, or connected with the conduct and operation of Tenant's business in the Premises, or arising out of and connected with the use and occupancy of the Shopping Center by the Tenant. All such insurance shall provide that Landlord shall be given a minimum of ten (10) days' notice by the insurance company prior to cancellation, termination or change of such insurance. Tenant shall provide Landlord with copies of the policies or certificates evidencing that such insurance is in full force and effect and stating the term and provisions thereof. If Tenant fails to comply with such requirements for insurance, Landlord may, but shall not be obligated to, obtain such insurance and keep the same in effect, and Tenant agrees to pay Landlord, upon demand, the premium cost thereof.

16. **DAMAGE BY FIRE OR OTHER CASUALTY.** If, during the term of this Lease, the Premises shall be so damaged by fire or any other cause except Tenant's negligent or intentional act so as to render the Premises un-tenantable, the rent shall be abated while the Premises remain un-tenantable; and in the event of such damage, Landlord shall elect whether to repair the Premises or to cancel this Lease, and shall notify Tenant in writing of its election within thirty (30) days after such damage. In the event Landlord elects to repair the Premises, the work or repair shall begin promptly and shall be carried on without unnecessary delay. In the event Landlord elects not to repair the Premises, the Lease shall be deemed canceled as of the date of the damage. Such damage shall not extend the Lease term. Notwithstanding the foregoing provisions of this Section 17, in the event that Landlord's repairs to the Premises is estimated to exceed ninety (90) days, then Tenant shall have the option to terminate this Lease as of the date of the damage; provided, however, in the event that Tenant's negligence or intentional act caused such damage, then Tenant shall not have the right to terminate the Lease. Additionally, in the event of any damage to the Premises during the last twelve (12) months of the Term, Tenant shall have the right to elect whether to continue with the Term of the Lease after Landlord's repair of the Premises or whether to terminate the Lease in the event that Tenant was otherwise planning to terminate the Lease at the end of the then-current Term.

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OCT 29 2015 #13

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17. **CONDEMNATION.** If the whole or any part of the Premises shall be taken by public authority under the power of eminent domain, then the term of this Lease shall cease on the date of the Premises so taken, from the date of possession, and the rent shall be paid to that date, with a proportionate refund by Landlord to Tenant of such rent as may have been paid by Tenant in advance. If the portion of the Premises taken is such that it prevents the practical use of the Premises for Tenant's purposes, as determined in Tenant's sole discretion, then Tenant shall have the right either (a) to terminate this Lease by giving written notice of such termination to Landlord not later than thirty (30) days after the taking, or (b) to continue in possession of the remainder of the Premises, except that the rent shall be reduced in proportion to the area of the Premises taken. In the event of any taking or condemnation of the Premises, in whole or in part, the entire resulting award of damages shall be the exclusive property of Landlord, including all damages awarded as compensation for diminution in value to the leasehold, without any deduction for the value of any unexpired term of this Lease, or for any other estate or interest in the Premises now or hereafter vested in Tenant. Notwithstanding the foregoing provisions of this Section 18, Tenant shall have the right to make any and all claims for damages as allowed by law with regard to any such eminent domain or condemnation proceeding.

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

- (a) If Tenant fails to pay Landlord any rent or other payments, and such failure shall continue for a period of Ten (10) days after receipt of written notice from the Landlord;
- (b) If Tenant files a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, or voluntarily takes advantage of any such act by answer or otherwise, or makes an assignment for the benefit of creditors;
- (c) If involuntary proceedings under any bankruptcy or insolvency act shall be instituted against Tenant, or if a receiver or trustee shall be appointed of all or substantially all of the property of Tenant, and such proceedings shall not be dismissed or the receivership or trusteeship vacated within thirty (30) days after the institution or appointment; or
- (d) If Tenant fails to perform or comply with any other term or condition of this Lease, or any of the rules and regulations established by Landlord, and if such nonperformance shall continue for a period of Thirty (30) days after receipt of written notice from the Landlord, time being of the essence.

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

- (a) Landlord may re-enter the Premises immediately and remove the property and personnel of Tenant, and shall have the right, but not the obligation, to store such property in a public warehouse or at a place selected by Landlord, at the risk and expense of Tenant.
- (b) Landlord may retake the Premises and may terminate this Lease by giving written notice of termination to Tenant. Without such notice, Landlord's retaking will not terminate the Lease. On termination, Landlord may recover from Tenant all damages proximately resulting from the breach, including the cost of recovering the Premises, which sum shall be immediately due Landlord from Tenant.

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OCT 29 2015 #13
NEBRASKA LIQUOR
CONTROL COMMISSION

(c) Landlord may re-let the Premises or any part thereof for any term without terminating this Lease, at such rent and on such terms as it may choose. Landlord may make alterations and repairs to the Premises. In addition to Tenant's liability to Landlord for breach of this Lease, Tenant shall be liable for all reasonable expenses of the re-letting, for any reasonable alterations and repairs made, and for the rent due for the balance of the Lease term, which sum shall be immediately due Landlord from Tenant. The amount due Landlord will be reduced (i) by the net rent received by Landlord during the remaining term of this Lease from re-letting the Premises or any part thereof, and (ii) by discounting the total amount due by three percent (3%) for each year of the Term that rent is accelerated.

20. **LANDLORD DEFAULT.** In the event Landlord fails or refuses to perform any obligation on its part to be performed hereunder, and such failure or refusal continues after thirty (30) days written notice to Landlord, Tenant may either (i) terminate this Lease, whereupon Tenant shall have the right to remove all Tenant fixtures and other personal property owned by Tenant, or (ii) cure Landlord's default, offset any amounts paid by Tenant to cure such default from future payments of rent, and exercise all of the rights and remedies allowed at law by reason of such failure.

21. **SURRENDER - HOLDING OVER.** Tenant shall, upon termination of this Lease, whether by lapse of time or otherwise, peaceably and promptly surrender the Premises to Landlord. If Tenant remains in possession after the termination of this Lease, without a written lease duly executed by the parties, Tenant shall be deemed a trespasser. If Tenant pays, and Landlord accepts, rent for a period after termination of this Lease, Tenant shall be deemed to be occupying the Premises only as a tenant from month to month, subject to all the terms, conditions, and agreements of this Lease, except that the rent shall be one hundred fifty percent (150%) of monthly rent specified in the Lease immediately before termination.

22. **SUBORDINATION AND ATTORNMENT.** Landlord reserves the right to place liens and encumbrances on the Premises superior in lien and effect to this Lease. This Lease, and all rights of Tenant hereunder, shall, at the option of Landlord, be subject and subordinate to any liens and encumbrances now or hereafter imposed by Landlord upon the Premises or the Shopping Center or any part thereof, and Tenant agrees to execute, acknowledge, and deliver to Landlord, upon request, any and all instruments that may be reasonably necessary or proper to subordinate this Lease and all rights herein to any such lien or encumbrance as may be required by Landlord; provided, however, any subordination instrument provided to Tenant by Landlord (or Landlord's lender) shall provide that Tenant's subordination and attornment is subject to Tenant's rights to continue occupying the Premises under the terms of this Lease for as long as Tenant is not in material default under the terms of this Lease.

In the event any proceedings are brought for the foreclosure of any mortgage on the Premises, Tenant will attorn to the purchaser at the foreclosure sale and recognize such purchaser as the Landlord under this Lease. The purchaser, by virtue of such foreclosure, shall be deemed to have assumed, as substitute Landlord, the terms and conditions of this Lease until the resale or other disposition of its interest. Such assumption, however, shall not be deemed an acknowledgment by the purchaser of the validity of any then existing claims of Tenant against the prior Landlord; provided, however, in the event that Tenant expended any monies to cure Landlord's prior breach of this Lease in accordance with Section 21, then Tenant shall have the right to recover or setoff such amounts in accordance with the terms of this Lease regardless of who is the then-current Landlord.

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

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OCT 29 2015 #13
NEBRASKA LIQUOR
CONTROL COMMISSION

23. **NOTICES.** Any notice or demands given hereunder shall be in writing and personally delivered or sent by first class mail postage prepaid to Landlord at 14202 Hillsdale Circle, Omaha, Nebraska 68137 and also to Tenant at 1515 South 204th Street, Suite 1, Omaha, Nebraska 68130 or at such other address as either party may from time to time designate in writing. Each such notice shall be deemed to have been given at the time it shall be personally delivered to such address or deposited in the United States mail in the manner prescribed herein.

24. **COMPLIANCE WITH ADA.** Tenant shall be responsible for all costs of ensuring that its improvements to the Premises comply with the Americans with Disabilities Act (ADA) and all similar laws and regulations. Landlord shall be responsible for ensuring that the Premises, prior to any improvements installed by Tenant, complies with the ADA and all similar laws and regulations and Tenant shall not be responsible for any violations of law arising from the construction and condition of the Premises which may violate law. Additionally, Landlord shall perform any of its work in accordance with Section 31 below in accordance with the ADA and other applicable law.

25. **MISCELLANEOUS.**

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

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

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

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

(e) **Applicable Law; Venue.** This Lease shall be governed by and construed in accordance with the laws of the State of Nebraska. In the event that any dispute arises between Landlord and Tenant with regard to this Lease, each party acknowledges and agrees that the appropriate federal or state courts in Douglas County, Nebraska shall have proper jurisdiction and venue.

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

(g) **Quiet Enjoyment.** Landlord agrees that Tenant, upon paying the rent and performing the covenants and conditions of this Lease, may quietly have, hold and enjoy the Premises and common areas of the Shopping Center during the Term hereof. By entering into this Lease, Landlord acknowledges that the drive-thru lane servicing the Premises was a primary consideration for Tenant entering into this Lease, and such drive-thru lane must remain open during the Term of this Lease for Tenant's quiet enjoyment of the Premises.

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OCT 29 2015

#13

NEBRASKA LIQUOR
CONTROL COMMISSION

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

- * Agent for Landlord: CBRE/Mega Real Estate
- * Agent for Tenant: Orion Realty

27. **SIGNAGE**. Tenant is allowed to install raceway signage on the east and west sides of the Building where the Premises is located, subject to City codes and ordinances. Tenant shall be allowed "Coming Soon" signs after Lease Execution Date and "Now Open" for sixty (60) days after opening. All signage is subject to the approval of the Landlord, which will not be unreasonably withheld; provided, however, by entering into this Lease.

28. **LANDLORD CONTRIBUTION**. Landlord will provide tenant improvement dollars to Tenant equal to \$20.00 per square foot rented ("Landlord Contribution"), whereby the parties hereby agree that the Landlord Contribution shall be in an amount of up to approximately \$97,180.00 (subject to the final measure of the Premises after construction of the Building). The payment of the Landlord Contribution will be made by Landlord to Tenant Fifteen (15) days after Landlord has received copies of any contractor's invoices and contractor's lien waivers; provided, however, Tenant shall not submit invoices for payment (or reimbursement) more often than monthly. If Landlord fails to make timely payment of the Landlord Contribution, Tenant shall have the option to abate rent for a period of time until the rent abated is equal to the amount of the unpaid Landlord Contribution.

29. **LANDLORD WORK**. The Premises will be delivered by Landlord to Tenant on the Expected Delivery Date in a shell condition and upon completion of certain Landlord Work, which includes but is not limited to, construction of the Building with the following specifically in place for the Premises:

- White-box condition with HVAC (19 ton minimum) installed but not distributed.
- Clear glass and anodized aluminum frame store front with one (1) 3' x 7' glass door and rear door per code per bay.
- All perimeter walls sheet-rocked, taped, sanded and ready for paint.
- 200 amp 120/208V electric service panel per bay.
- One inch (1") water service lines stubbed into the space.
- Sewer stub in.
- Cement floors in place ready for any tenant finishes.
- 1 inch (1") conduit with pole string, piped to the mechanical room in the Building of which the Premises are located.
- Sprinkler system with drops as per code.
- Exterior patio with concrete in place.
- Exterior hose bib in front of space to wash down patio.
- South interior wall rocked with fire rated material.

All work shall be in a workmanlike manner and will meet or exceed local code requirements.

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

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

[The Remainder of This Page Intentionally Left Blank; Signature Page Follows]

Lease

#13

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

ELKHORN 204, LLC
Landlord

ADDY'S SPORTS GRILL
Tenant

By: Bradley S. Mork
Its: Member

By: [Signature]
Its: _____

RECEIVED
OCT 29 2015
NEBRASKA LIQUOR
CONTROL COMMISSION

lease

RECEIVED

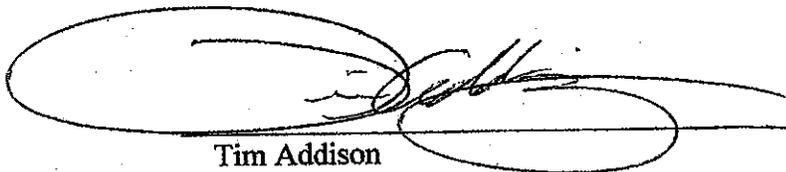
OCT 29 2015

#13

ABSOLUTE UNCONDITIONAL GUARANTEE

NEBRASKA LIQUOR
CONTROL COMMISSION

KNOW ALL MEN BY THESE PRESENTS that the undersigned Guarantors, in consideration of the execution and delivery of that certain Business Property Lease (the "Lease") by ELKHORN 204, LLC, a Nebraska limited liability company ("Landlord"), and ADDY'S SPORTS GRILL, INC., a Nebraska corporation ("Tenant") made effective 4-22 2015 in which Guarantors have a financial interest, Guarantors acknowledge that they understand that Landlord would not have entered into this Lease with Tenant unless Guarantors agreed to personally guarantee the performance of all terms of the Lease by Tenant, and for other valuable consideration, receipt and sufficiency of which is also acknowledged by the undersigned Guarantors, for themselves, their heirs, successors and assigns, hereby assume and agree to perform all of the obligations, covenants and agreements required to be performed by Tenant under the Lease, including but not in limitation thereof, the obligation to pay monthly installments of Base Rent and Additional Rent as Tenant's share of Operating Expenses during the first five (5) years of the initial term of this Lease or sixty (60) months. Guarantors agrees to indemnify and hold harmless Landlord from any and all such demands, claims, causes of action, damages and liabilities (including reasonable attorney fees) arising out of any failure of performance by Tenant under the terms of the Lease or any of them (including reasonable attorney fees) which accrue to Landlord. This Guarantee is Absolute and Unconditional and may be enforced by Landlord without first having exhausted any causes of action it may have against Tenant under the terms of the Lease.



Tim Addison

lease

EXHIBIT "A"

Proposed Site Plan

#13

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OCT 29 2015

**NEBRASKA LIQUOR
CONTROL COMMISSION**

RECEIVED

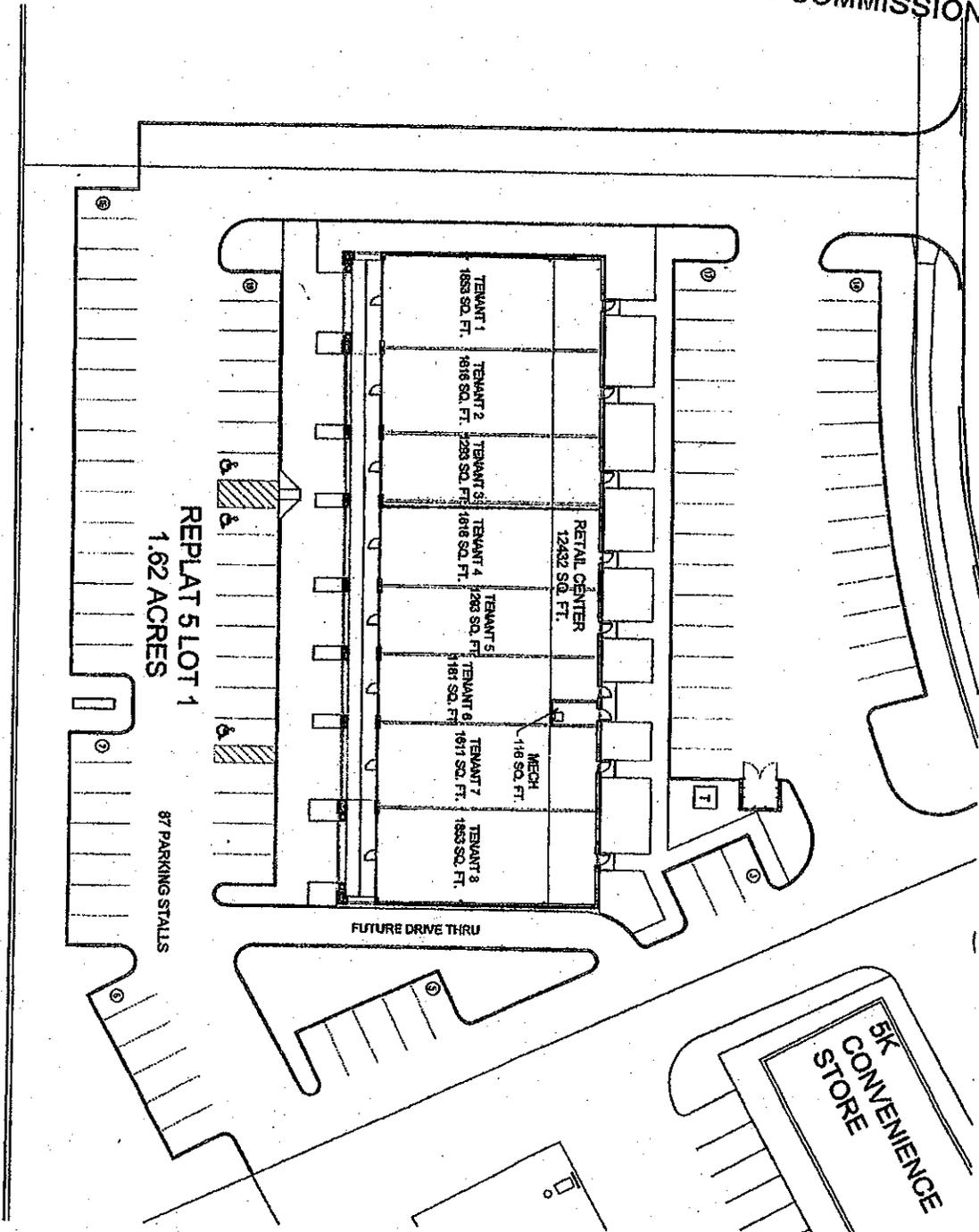
OCT 29 2015

NEBRASKA LIQUOR
CONTROL COMMISSION



SITE LAYOUT PLAN

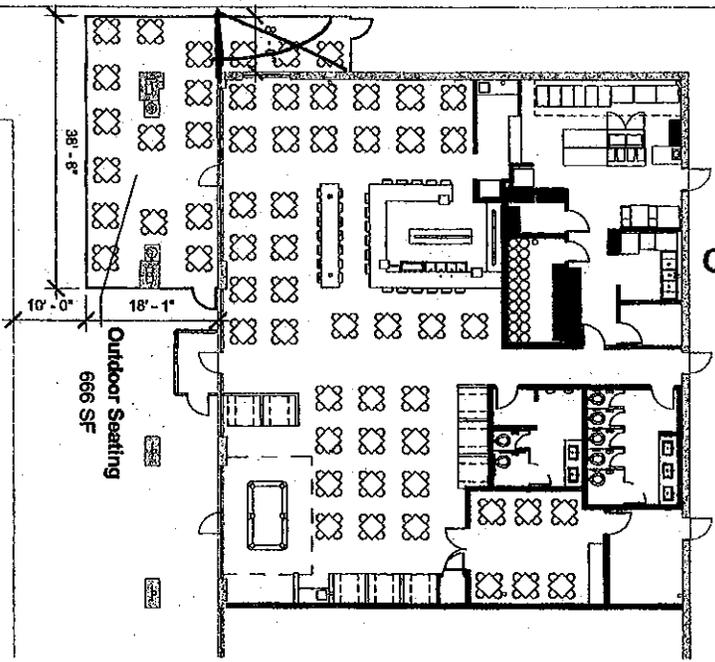
SCALE: 1" = 30'-0"



lease

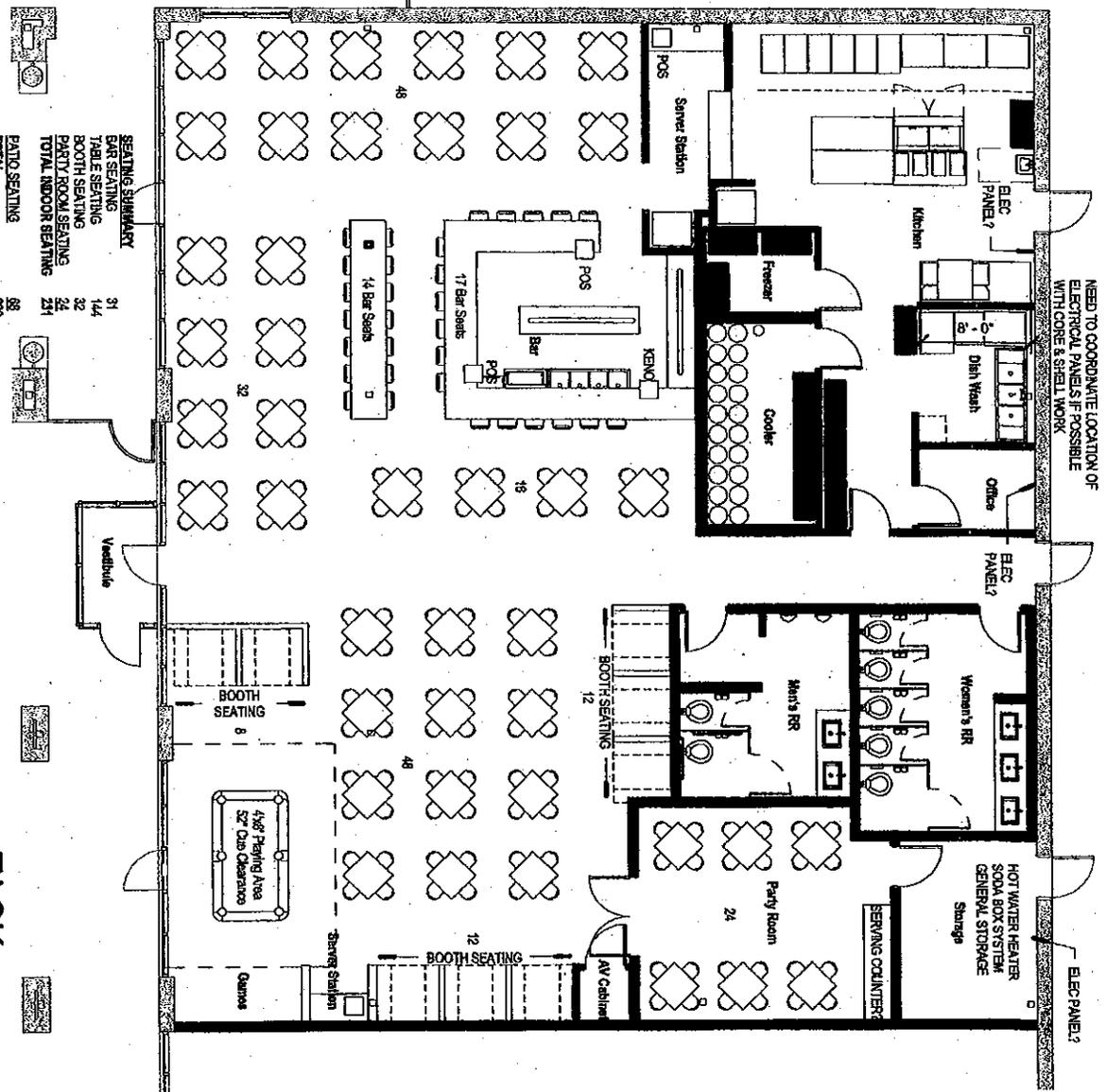
#13

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 OCT 29 2015
 NEBRASKA LIQUOR
 CONTROL COMMISSION



Addy's Bar & Grill
 Project Number: 2015.034.00
 Project Status: Option 3a
 Date: 10/13/2015

2 Enlarged Plan
 1/8" = 1'-0"



TACK architects
 www.tackarch.com



DANIEL A. ESCH
DOUGLAS COUNTY CLERK / COMPTROLLER

KATHLEEN A. HALL
CHIEF DEPUTY DOUGLAS COUNTY CLERK

FAX TRANSMISSION

THE FOLLOWING IS A FAX TRANSMISSION FROM FAX NUMBER (402) 444-6456

PLEASE CONTACT (402) 444-6762 IMMEDIATELY IF NOT WELL RECEIVED

DATE: 11-30-2015

TO: Daily Record

FROM: Douglas County Clerks
office - Ellen 402-444-6764

SUBJECT: Liquor License publication

NUMBER OF PAGES FOLLOWING: 1

**NOTICE
CLASS C LIQUOR LICENSE APPLICATION**

Notice is hereby given that the Douglas County Clerk has received an application for a Class C-115438 License (Beer, Wine, Distilled Spirits, On and Off Sale) for Addy's Sports Grill, Inc DBA Addy's Sports Bar and Grill, 1515 S 204 Street, Suite 1-3, Omaha, NE, 68022, Douglas County, and Manager Application for Tim J Addison, 19732 Orchard Ave, Omaha, NE, 68135.

A hearing will be held before the Board of Commissioners in the Legislative Chambers, Omaha-Douglas Civic Center, 1819 Farnam Street, on Tuesday, December 15, 2015 at 9:00 a.m.

Daniel A. Esch
Douglas County Clerk

Please publish: Thursday, December 3, 2015

TRANSMISSION VERIFICATION REPORT

TIME : 11/30/2015 10:27
NAME :
FAX :
TEL :
SER.# : BROH6J526435

DATE, TIME	11/30 10:25
FAX NO./NAME	94023452351
DURATION	00:00:45
PAGE(S)	02
RESULT	OK
MODE	STANDARD



DANIEL A. ESCH

DOUGLAS COUNTY CLERK / COMPTROLLER

KATHLEEN A. HALL

CHIEF DEPUTY DOUGLAS COUNTY CLERK

November 24, 2015

Addy's Sports Grill, Inc DBA
Addy's Sports Bar and Grill
Attn: Tim J Addison
14110 S Street
Omaha, NE 68137

RE: Class C-115438 License (Beer, Wine, Distilled Spirits, On and Off Sale) for Addy's Sports Grill, Inc DBA Addy's Sports Bar and Grill, 1515 S 204 Street, Suite 1-3, Omaha, NE, 68022, Douglas County, and Manager Application for Tim J Addison, 19732 Orchard Ave, Omaha, NE, 68135.

The above mentioned liquor license application was received in the office of the Douglas County Clerk on November 24, 2015.

We will request the Douglas County Board of Commissioners set a **public hearing date for the application on December 15, 2015**. At this hearing the Board will review the application, hear any testimony for or against the application, and take action to approve or deny the application. While you are not required to attend this public hearing, it is advised that you or a representative be present to answer questions the Commissioners may have regarding your application.

On June 20, 2006, the Douglas County Board of Commissioners passed a resolution requiring liquor license applicants within their jurisdiction to notify property owners of intent to open such an establishment. Attached is a certified copy of that resolution detailing the requirements for that notification process. **Please note: an affidavit stating that you contacted the required property owners, along with a list of those contacted, must be submitted to the Board of Commissioners, LC2, 1819 Farnam St., Omaha, NE 68183, prior to the public hearing date for your application.** Do not send this documentation to the County Clerk or to the City Clerk. The documentation must be received by the Board of Commissioners **prior** to your public hearing date.

You will receive a copy of the Board's resolution setting the date for public hearing when such date is set by the Douglas County Board of Commissioners.

After the public hearing, if the Board approves your application, notice of that approval and the application will be returned to the Nebraska Liquor Control Commission for issuance of the license(s) for which you applied.

If you have any questions, please feel free to call us at 402-444-6764.

Sincerely,

Ellen M. Sechser
Administrative Assistant
Douglas County Clerk's Office

**DOUGLAS COUNTY BOARD OF COMMISSIONERS
LIQUOR LICENSE APPLICATION NOTIFICATION POLICY**

1. Each applicant for a liquor license at a new location and each licensee seeking to transfer a license to a new location, add to a licensed premises, or upgrade the retail privileges permitted by the current license shall submit to the County Board, at the time the application is submitted, a list of the names and addresses of all property owners located within 500 feet of the establishment that is the subject of the application. An abstractor registered under the Nebraska Abstractors Act shall prepare the list and certify to its accuracy.
2. The applicant shall provide written notice to each of the property owners on the Abstractor's list as to the date, time and location of the County Board hearing on the application. Said notice shall be provided to the property owners no less than ten business days in advance of the hearing.
3. Prior to the date of the County Board hearing on the application, the applicant shall submit to the County Board a notarized sworn affidavit stating that the applicant has provided to each of the above-referenced property owners the required written notice of the hearing.
4. The applicant shall also post a written notice on the premises to be licensed advising the public of the application and the date and time of the public hearing before the County Board. Said notice shall be posted no less than ten business days in advance of the hearing.
5. All costs necessary to comply with this policy shall be born by the applicant.

Motion by Borgeson, second by Boyle to approve. I move the adoption of the resolution.

Adopted: June 20, 2006

Yeas: Borgeson, Boyle, Duda, McCallister, Rodgers, Hutchings

Absent: Maxwell

(CERTIFIED COPY)



Thomas F. Cavanaugh
Douglas County Clerk

DANIEL A. ESCH

DOUGLAS COUNTY CLERK / COMPTROLLER
OMAHA-DOUGLAS CIVIC CENTER
1819 FARNAM STREET
OMAHA, NEBRASKA 68183-0008

www.douglascountyclerk.org

Addy's Sports Grill, Inc DBA
Addy's Sports Bar and Grill
Attn: Tim J Addison
1515 S 204 Street, Suite 1-3
Omaha, NE 68022

DANIEL A. ESCH

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Notification also sent to: