

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA RECOMMENDING TO THE NEBRASKA LIQUOR CONTROL COMMISSION, APPROVAL OF A CLASS I LIQUOR LICENSE FOR L'ELLE NAIL SPA, LLC DBA L'ELLE NAIL SPA IN LA VISTA, NEBRASKA.

WHEREAS, L'Elle Nail Spa, LLC dba L'Elle Nail Spa, 8373 Barmettler Dr, La Vista, Sarpy County, Nebraska, has applied to the Nebraska Liquor Control Commission for a Class I Liquor License; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, hereby recommend to the Nebraska Liquor Control Commission approval of a Class I Liquor License submitted by L'Elle Nail Spa, LLC dba L'Elle Nail Spa, 8373 Barmettler Dr, La Vista, Sarpy County, Nebraska.

PASSED AND APPROVED THIS 20TH DAY OF JUNE 2023.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk



LA VISTA POLICE DEPARTMENT INTER-DEPARTMENT MEMO

TO: Pam Buethe, City Clerk

FROM: Acting Chief Captain D. J. Barcal

DATE: May 23, 2023

RE: Local Background Check– Manager L’Elle Nail Spa, LLC

The La Vista Police Department has reviewed the Nebraska Liquor Control Commission Documents completed by the applicant and conducted a check of local records relating to the Manager Application for Vinh A. Phan. No criminal record was located.

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

**APPLICATION FOR LIQUOR LICENSE
CHECKLIST - RETAIL**

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

RECEIVED		
MAY 18 2023		
NEBRASKA LIQUOR CONTROL COMMISSION		
Hot List: YES / NO	New/Replacing # <i>NEW</i>	
Class Type <i>I</i>	License Number 125775	Initial <i>CA</i>


Applicant name L'ELLE NAIL SPA, LLC

Trade name L'ELLE NAIL SPA

Previous trade name N/A

Contact email address vphan8891@yahoo.com

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

Office use only	
PAYMENT TYPE: <i>Payport</i>	 2300005054
AMOUNT: <i>\$400</i>	
Received: <i>27</i>	

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 PAYPORT.
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.
- ☒ If building is owned or being purchased send a copy of the deed or purchase agreement in the name of the applicant.
- ☒ 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)
- ☒ If requesting to operate on current liquor license; enclose Temporary Operating Permit (TOP) (Form 125).
- ☒ 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. If permanent resident include Employment Authorization Card or Permanent Resident Card
 - c. See guideline for further assistance
10. ☒ Corporation or Limited Liability Company (LLC) must enclose a copy of articles of incorporation; as filed with the Secretary of State's Office.
11. ☒ Submit a copy of your business plan.

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

Signature

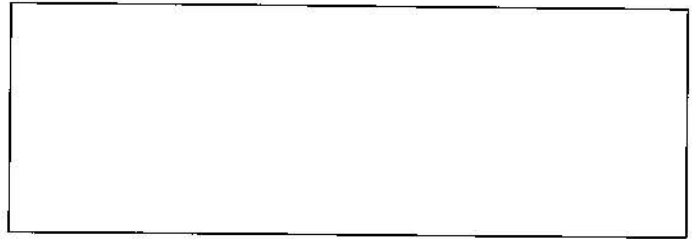
Vinh A Phan

Date

3/22/2023

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/



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
- ☐ J LIMITED ALCOHOLIC LIQUOR, OFF SALE – MUST INCLUDE SUPPLEMENTAL FORM 120
- ☐ AB BEER, ON AND OFF SALE
- ☐ AD BEER ON SALE ONLY, BEER, WINE, DISTILLED SPIRITS OFF SALE
- ☐ IB BEER, WINE, DISTILLED SPIRITS ON SALE, BEER OFF SALE ONLY

☐ Class K Catering 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 1 FORM 104)
- ☐ Partnership License (requires insert 2 FORM 105)
- ☐ Corporate License (requires insert 3a FORM 101 & 3c FORM 103)
- ☒ Limited Liability Company (LLC) (requires form 3b FORM 102 & 3c FORM 103)

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 Duc Tran, Attorney at Law

Phone number: (402) 953-0048; Email: duc@ductranlaw.com

Firm Name The Law Office of Duc Tran

PREMISES INFORMATIONTrade Name (doing business as) L'elle Nail SpaStreet Address #1 8373 Barnettier Dr, Building 5, Ste D & E

Street Address #2 _____

City La VistaCounty SarpyZip Code 68128-2962Premises Telephone number (402) 817-9152Business e-mail address vphan8891@yahoo.com

Is this location inside the city/village corporate limits:

YES x

NO _____

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

Name Vinh A PhanStreet Address #1 11916 N 143rd St

Street Address #2 _____

City WaverlyState NEZip Code 68462-1165**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 62 x width 49 in feet

Is there a basement?

Yes _____

No x

If yes, length _____ x width _____ in feet

Is there an outdoor area?

Yes _____

No x

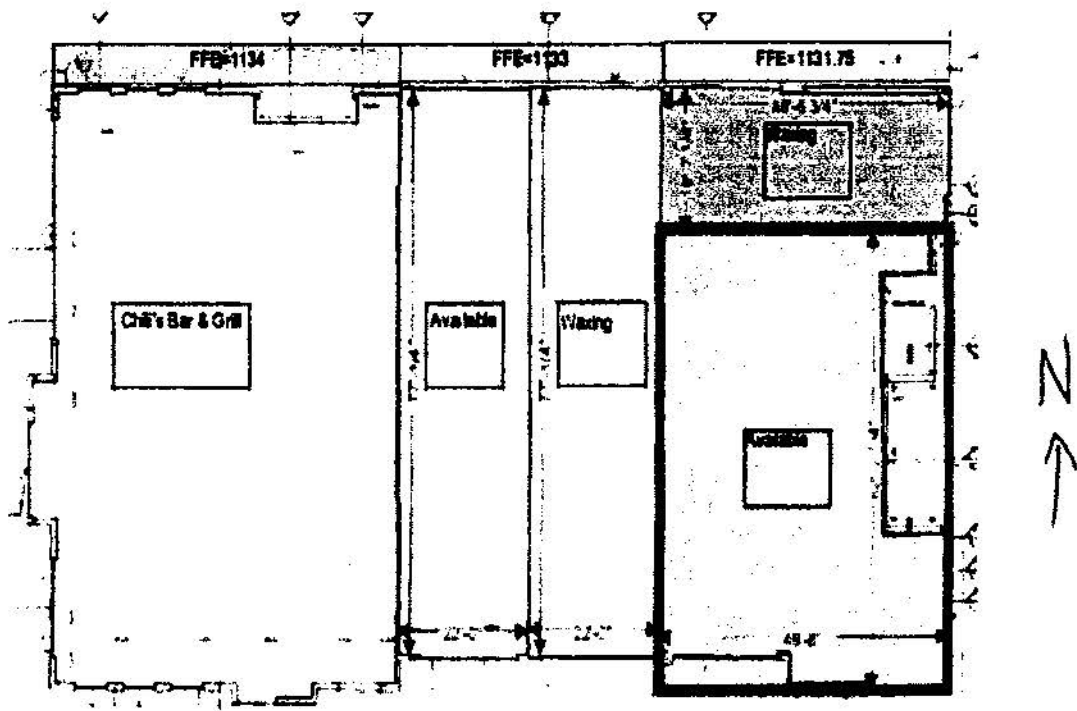
If yes, length _____ x width _____ in feet

1 story

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

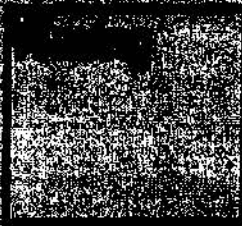
Please see the attached diagram

EXHIBIT "A"
Depiction of Premises



FFE=1131.75

48'-8"



Available

62'-2 1/4"

48'-8"

BOILER

60



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
Nghi Thai	6/15/2011	Omaha, NE	DUI	5 days jail; 12 months probation
Nghi Thai	6/21/2006	Omaha, NE	Speeding	\$125 fine
Nghi Thai	11/17/2000	Lincoln, NE	DUI	48 hours jail; 18 months probation
Nghi Thai	10/20/1995	Lincoln, NE	DUI	1 year probation
Vinh Phan	09/12/2008	Lincoln, NE	MINOR POSSESSION OF ALCOHOLIC LIQUOR	City Fine of \$175.00

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) _____

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

____ YES ☒ NO

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

No silent partners

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

____ YES ☒ NO

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

8. Is 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)

Provide letter of support or opposition, see FORM 134 – church or FORM 135 - campus

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.

Cornhuskers Bank. Authorized signers: Nghi Thai, Amanda Thai, Vinh Phan

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.

PREMIER NAILS BAR OF OMAHA LLC, 18924 EVANS ST STE 7 ELKHORN, NE 680227037, NE License# 124401, Manager: Amanda Thai

TNL NAILS, 3808 S 203RD PLZ STE 300 OMAHA, NE 681306403, NE License# 124907, Manager: Amanda Thai

AKSARBEN NAILS, 6722 FRANCES ST OMAHA, NE 68106, NE License# 124905, Manager: Amanda Thai

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

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

NLCC certified training program completed:

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Vinh Phan	04/07/2023	Nebraska Alcohol Server/Seller Certification

List of NLCC certified training programs

Experience:

Applicant Name/Job Title	Date of Employment:	Name & Location of Business
Vinh Phan	2022 - Present	LLC Member of L'Elle Nail Spa, La Vista, NE; Shareholder of TNL Nails, Omaha, NE
Vinh Phan	2011- Present	Supervisor at Molex, LLC, Lincoln, NE

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

☒ Lease: expiration date 01/31/2033

☐ Deed

☐ Purchase Agreement

14. When do you intend to open for business? August 1, 2023

15. What will be the main nature of business? Nail Salon

16. What are the anticipated hours of operation? Monday - Saturday: 9:00 am - 7:00 pm; Sunday: 9:00 am - 5:00 pm

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

RESIDENCES FOR THE PAST 10 YEARS, APPLICANT AND SPOUSE MUST COMPLETE					
APPLICANT: CITY & STATE	YEAR FROM TO		SPOUSE: CITY & STATE	YEAR FROM TO	
Vinh Phan: Lincoln, NE	1990	2022	Natalie Doan: Lincoln, NE	2000	2022
Vinh Phan: Waverly, NE	2022	Present	Natalie Doan: Waverly, NE	2022	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.

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

Must be signed in the presence of a notary public by applicant(s) and spouse(s). See guideline for required signatures.



Signature of Applicant

Signature of Spouse

Vinh A Phan

Print Name

Print Name

Signature of Applicant

Signature of Spouse

Print Name

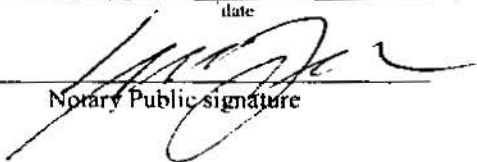
Print Name

ACKNOWLEDGEMENT

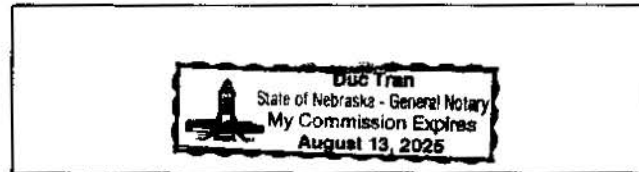
State of Nebraska
County of Douglas

The foregoing instrument was acknowledged before me this
March 22, 2023 by Vinh A Phan

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.

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

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

Office Use

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

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

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

Name of Registered Agent: Nghi Thai

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

L'ELLE NAIL SPA, LLC

LLC Address: 17423 Y Street

City: Omaha State: NE Zip Code: 68135 - 2885

LLC Phone Number: (402) 817-9152 LLC Fax Number: _____

Name of Managing/Contact Member

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

Last Name: Phan ** spouse* First Name: Vinh MI: A

Home Address: 11916 N 143rd St City: Waverly

State: NE Zip Code: 68462 - 1105 Home Phone Number: (402) 817-9152


Signature of Managing/Contact Member

ACKNOWLEDGEMENT

State of Nebraska

County of Douglas

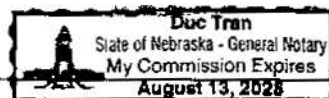
The foregoing instrument was acknowledged before me this

Date

22nd day of March 2023

by Vinh Phan
name of person acknowledge

Affix Seal



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

Last Name: Thai First Name: Amanda MI: N
Social Security Number: [REDACTED] Date of Birth: [REDACTED]
Spouse Full Name (indicate N/A if single): Dung Tien Nguyen
Spouse Social Security Number: [REDACTED] Date of Birth: [REDACTED]
Percentage of member ownership 25 percent

Last Name: Thai First Name: Nghi MI: A
Social Security Number: [REDACTED] Date of Birth: [REDACTED]
Spouse Full Name (indicate N/A if single): Kieu Trinh Thi Nguyen
Spouse Social Security Number: [REDACTED] Date of Birth: [REDACTED]
Percentage of member ownership 25 percent

Managing member
Last Name: Phan First Name: Vinh MI: A
Social Security Number: [REDACTED] Date of Birth: [REDACTED]
Spouse Full Name (indicate N/A if single): Natalie Doan
Spouse Social Security Number: [REDACTED] Date of Birth: [REDACTED]
Percentage of member ownership 25 percent

Last Name: Nguyen First Name: Thuy MI: N
Social Security Number: [REDACTED] Date of Birth: [REDACTED]
Spouse Full Name (indicate N/A if single): Nhat Thong Le
Spouse Social Security Number: [REDACTED] Date of Birth: [REDACTED]
Percentage of member ownership 25 percent

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

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

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

☐ YES

☒ NO

If yes, provide the following:

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

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

Starting Date: January 1 Ending Date: December 31

Is this a Non Profit Corporation?

☐ YES

☒ NO

If yes, provide the Federal ID #. _____

Nebraska Secretary of State

L'ELLE NAIL SPA, LLC

Fri May 19 09:15:35 2023

SOS Account Number

2207145059

Status

Active

Principal Office Address

17423 Y STREET
OMAHA, NE 68135
USA

Registered Agent and Office Address

NGHI THAI
17423 Y STREET
OMAHA, NE 68135

Designated Office Address

17423 Y STREET
OMAHA, NE 68135

Nature of Business

Not Available

Entity Type

Domestic LLC

Qualifying State: NE

Date Filed

Jul 11 2022

Next Report Due Date

Jan 01 2025

Filed Documents

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

Document	Date Filed	Price	
Certificate of Organization	Jul 11 2022	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Biennial Report	Jan 12 2023	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now

Good Standing Documents

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

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

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

[Purchase Now](#)

Certificate of Good Standing - USPS Mail Delivery

\$10.00

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

[Continue to Order](#)

[↑ Back to Top](#)

Certificate of Organization

L'ELLE NAIL SPA, LLC

A Nebraska Limited Liability Company

Article 1: Name of Company

The name of the limited liability company is:

L'ELLE NAIL SPA, LLC

(Must contain the words "Limited Liability Company" or "Limited Company", or the abbreviation "L.L.C.", "LLC", "L.C.", or "LC". "Limited" may be abbreviated as "Ltd.", and "Company" may be abbreviated as "Co.")

Article 2: Initial Designated Office

The street address of the initial designated office is:

17423 Y STREET

OMAHA, NE 68135

(Must be a street address located in Nebraska. PO Boxes are not allowed).

Article 3: Initial Agent for Service of Process

The name of the initial agent for service of process is: NGHI THAI

The street address of the initial agent for service of process is:

17423 Y STREET

OMAHA, NE 68135

(Must be a street address located in Nebraska. PO Boxes are not allowed).

Article 4: Members

The Company has at least one Member.

Article 5: Purpose

The purpose for which the Company is organized is to engage in any and all lawful business for which a limited liability company may be organized under the laws of the State of Nebraska.

Article 6: Professional Service (if applicable)

If the Company is organized to render a professional service, the professional service its members, managers, professional employees, and agents are licensed or otherwise legally authorized to render in this state is:

Article 7: Management

The Company shall be MANAGER managed. The name and address of the initial 2 (s) is as follows:

NGHI THAI

MANAGER

AMANDA THAI

CO-MANAGER

Article 8: Effective Date of Filing

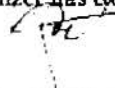
This Certificate or Organization shall be effective when filed, unless a delayed effective date is entered:

(A delayed effective date can't be more than 90-days ahead)

IN WITNESS WHEREOF, the undersigned Organizer has executed this Certificate of Organization on the date below.

06/29/2022

Date


Signature of Organizer

NGHI THAI

Printed Name of Organizer

**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

FORM MUST BE COMPLETELY FILLED OUT IN ORDER FOR APPLICATION TO BE PROCESSED

MANAGER MUST:

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

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

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

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

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

1. 3/27/2018

**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:

- ✓ Include copy of US birth certificate, naturalization paper or current US passport
- ✓ Nebraska resident. Include copy of voter registration card or print out document from Secretary of State website
- ✓ Fingerprinted. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application
- ✓ 21 years of age or older

Corporation/LLC information

Name of Corporation/LLC: **L'ELLE NAIL SPA, LLC**

Premise information

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

Premise Trade Name/DBA: **L'ELLE NAIL SPA**

Premise Street Address: **8373 Barmettler Dr, Building 5, Ste D & E**

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

Premise Phone Number: **(402) 817-9152**

Premise Email address: **vphan8891@yahoo.com**

The individual whose name is listed as a corporate officer or managing member as reported on insert form 3a or 3b or listed with the Commission. To see authorized officers or members search your license information [here](#).

SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER

(Faxed signatures are acceptable)

Manager's information must be completed below PLEASE PRINT CLEARLY

Last Name: Phan * Spouse First Name: Vinh MI: A
Home Address: 11916 N 143rd St
City: Waverly County: Lancaster Zip Code: 68462
Home Phone Number: (402) 817-9152
Driver's License Number & State: [REDACTED]
Social Security Number: [REDACTED]
Date Of Birth: [REDACTED] Place Of Birth: Vietnam
Email address: vphan8891@yahoo.com

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

☒ YES

☐ NO

Spouse's information

Spouses Last Name: Doan First Name: Natalie MI:
Social Security Number: [REDACTED]
Driver's License Number & State: [REDACTED]
Date Of Birth: [REDACTED] Place Of Birth: Vietnam

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
Vinh Phan: Lincoln, NE	1990	2022	Natalie Doan: Lincoln, NE	2003	2022
Vinh Phan: Waverly, NE	2022	Present	Natalie Doan: Waverly, NE	2022	Present

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO	NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2022 Present	L'Elle Nail Spa, La Vista, NE; TNL Nails, Omaha, NE	Self	(402) 817-9152
2011 Present	Molex, LLC, Lincoln, NE	Self	(402) 817-9152

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

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

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

☐ YES ☒ NO

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

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition
Vinh Phan	09/12/2008	Lincoln, NE	Minor Possession Alcoholic Liquor	City Fine: \$175.00

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: 04/07/2023 Name on Certificate: Vinh Phan

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Vinh Phan	04/07/2023	Nebraska Alcohol Server/Seller Certification

*For list of NLCC Certified Training Programs see training

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
Vinh Phan	07/2022 - Present	LLC Member of L'Elle Nail Spa, LLC, La Vista, NE
Vinh Phan	03/2023 - Present	Shareholder of TNL Nails, Inc., Omaha, NE
Vinh Phan	2011 - Present	Supervisor at Molex, LLC, Lincoln, NE

5. Have you enclosed form 147 regarding fingerprints?

☒ YES

☐ NO

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.

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


Signature of Manager Applicant

Signature of Spouse

ACKNOWLEDGEMENT

State of Nebraska

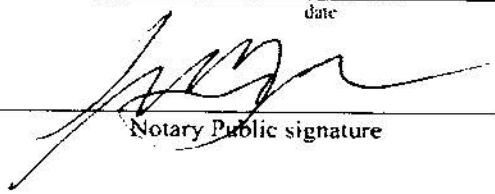
County of Douglas

The foregoing instrument was acknowledged before me this

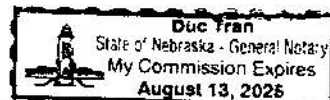
March 22, 2023
date

by Vinh Phan

NAME OF PERSON BEING 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.

**SPOUSAL AFFIDAVIT OF
NON PARTICIPATION INSERT**

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

Office Use

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

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



Signature of **NON-PARTICIPATING SPOUSE**

Natalie Doan

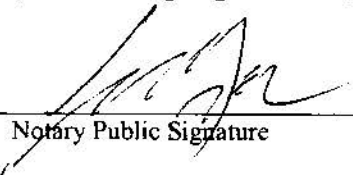
Print Name

State of Nebraska, County of **Douglas**

The foregoing instrument was acknowledged before me
this **22nd day of March, 2023** (date)

by **Natalie Doan**

Name of person acknowledged
(Individual signing document)



Notary Public Signature



Signature of **APPLICANT**

Vinh Anh Phan

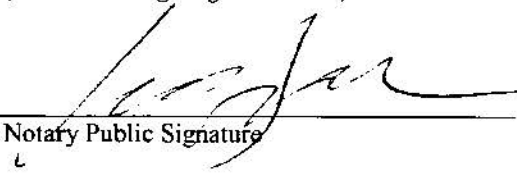
Print Name

State of Nebraska, County of **Douglas**

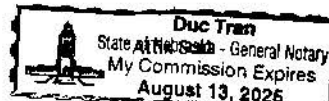
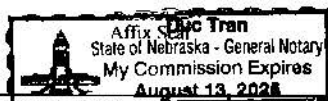
The foregoing instrument was acknowledged before me
this **22nd day of March, 2023** (date)

by **Vinh Anh Phan**

Name of person acknowledged
(Individual signing document)



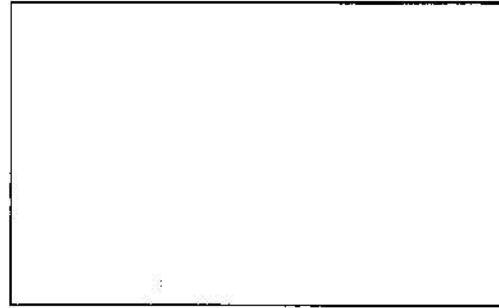
Notary Public Signature



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

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

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



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

- **FAILURE TO FILE FINGERPRINT CARDS AND PAY THE REQUIRED FEE TO THE NEBRASKA STATE PATROL WILL DELAY THE ISSUANCE OF YOUR LIQUOR LICENSE**
- Fee payment of **\$45.25 per person** **MUST** be made **DIRECTLY** to the Nebraska State Patrol;
It is recommended to make payment through the **NSP PayPort** online system at www.nc.gov/go/nsp
Or a check made payable to **NSP** can be mailed directly to the following address:
*****Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License*****
The Nebraska State Patrol – CID Division
3800 NW 12th Street
Lincoln, NE 68521

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

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

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

Trade Name L'ELLE NAIL SPA, LLC

Name of Person Being Fingerprinted: Vinh A Phan

Date of Birth: [REDACTED] Last 4 SSN: [REDACTED]

Date fingerprints were taken: 04/05/2023

Location where fingerprints were taken: Nebraska State Patrol Troop A

How was payment made to NSP?

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

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


SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

Certificate of Completion

This is to certify that

Vinh Phan

has successfully completed the following
HOSPITALITYexam.com course and examination
Course Name: Nebraska Alcohol Server/Seller Certification

Edward D McLean, Administrator
www.HOSPITALITYexam.com

Date: 04/07/2023
Expiration: 04/07/2026
Certificate #: 148002



Nebraska Voter Information Lookup

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

Vinh Anh Phan

Political Party
Nonpartisan

Precinct
Waverly North

Election Details

11/08/2022 2022 General Election



We did not find an absentee or provisional ballot associated with the selected election. This website does not track the status of a traditional ballot voted at the polls. If you voted a traditional ballot at the polls, your ballot has been accepted and counted.

Polling Location

Waverly Community Foundation Building

11120 N 141st St Waverly, NE 68462
(West Door -- Main Room)

View larger map

Waverly, NE Millard-Cumby

11120 N 141st St,
Waverly, NE 68462

Go Waverly

Map data ©2023 Report a map error

Sample Ballots

[WAVERLY NORTH STYLE 2.pdf](#)

Ballot Styles

WavN.2

Districts

[Show](#)

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L'ELLE NAIL SPA BUSINESS PLAN

The Applicant, L'Elle Nail Spa, LLC, doing business as L'Elle Nail Spa, is a nail salon business serving the public at large.

The business plans to open in August 2023. The applicant wishes to provide its customers with alcoholic beverages while they wait for services. The applicant believes providing alcoholic beverages to its customers in this manner will increase its revenue and profits, improve its customers base and retention, as well as its competitiveness.

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made and entered into as of the Effective Date (as hereinafter defined), by and between City Centre 2, LLC, a Nebraska limited liability company ("Landlord") and L'Elle Nail Spa, LLC a Nebraska limited liability company ("Tenant"). The "Effective Date" shall be the date upon which the last of Landlord and Tenant have signed this Lease.

ARTICLE 1 FUNDAMENTAL LEASE DEFINITIONS

- 1.1 Address of Landlord. City Centre 2, LLC
c/o City Ventures
222 S. 15th Street #1404-S
Omaha, NE 68102
Attn: Chris Erickson
- 1.2 Landlord's Broker. OMNE Partners – Alicia Armstrong Miller
- 1.3 Address of Tenant. L'Elle Nail Spa, LLC
1725 South 207th Street
Elkhorn, NE 68022
Attn: Mrs. Amanda Thai
- 1.4 Tenant's Broker. Magnum Realty, Inc. – Jason A. Levy
- 1.5 Property Manager. Nine Zero Properties, LLC
- 1.6 Address of Property Manager. 222 S. 15th Street #1404-S
Omaha, NE 68102
- 1.7 Building. 8373 Barmettler Drive, La Vista 68128 - Building 5
in La Vista City Centre
- 1.8 Premises. That certain space located in Suite D & E in the Building and more particularly described on the plan attached hereto as Exhibit "A".
- 1.9 GLA of the Premises. Approximately 2,445 square feet.
- 1.10 GLA of the Building. Approximately 11,907 square feet.
- 1.11 Permitted Use. Tenant shall have the right to use the Premises as operating a full-service nail salon, and for no other use without the prior consent of Landlord.
- 1.12 Trade name. L'Elle Nail Spa
- 1.13 Initial Term. Ten (10) years and four (4) months
- 1.14 Extended Term Options. Two (2) options of Five (5) years each.

LD

1.15 Lease Term Commencement Date. The Lease Term Commencement Date shall be the earlier of (i) One Hundred Fifty (150) days after Landlord delivers the Premises with Landlord's Work Substantially Completed (as hereinafter defined) or (ii) the date when Tenant opens for business to the public.

1.16 Rent Commencement Date. The Base Rent shall commence on the first day of the fifth (5th) month of the Initial Term. For purposes of clarification only, the intent of the parties is that the Base Rent for the first four (4) months of the Initial Term shall be abated.

1.17 Base Rent. Commencing on the Rent Commencement Date, Tenant shall pay Base Rent as follows:

Lease Year	per sqft	per year	per month
1	\$21.50	\$52,567.50	\$4,380.63
2	\$22.15	\$54,156.75	\$4,513.06
3	\$22.81	\$55,770.45	\$4,647.54
4	\$23.49	\$57,433.05	\$4,786.09
5	\$24.20	\$59,169.00	\$4,930.75
6	\$24.92	\$60,929.40	\$5,077.45
7	\$25.67	\$62,763.15	\$5,230.26
8	\$26.44	\$64,645.80	\$5,387.15
9	\$27.24	\$66,601.80	\$5,550.15
10	\$28.05	\$68,582.25	\$5,715.19

The amounts of annual Base Rent and monthly Base Rent set forth in the foregoing table are based on a GLA of the Premises equal to approximately 2,445 square feet. As more fully provided hereafter, upon Substantial Completion of Landlord's Work, the actual GLA of the Premises shall be determined by Landlord's architect, and the Base Rent, computed at the rates set forth in the foregoing table, shall be determined and confirmed prior to the Rent Commencement Date.

1.18 Security Deposit: \$4,380.63

1.19 Tenant's Work and Allowance. An allowance of \$50.00 per square foot of GLA of this Premises leased by Tenant shall be paid by Landlord to Tenant as further outlined in the Lease. In exchange for Tenant assuming responsibility for the construction and installation of the concrete slab in the Premises, pursuant to Section 25.2 (the "Floor Work"), Landlord shall also provide a monetary credit to Tenant in a mutually agreed upon amount based upon construction bids obtained by Tenant and approved by Landlord, pursuant to Section 25.2 (the "Flooring Allowance").

1.20 Lease Year. Each successive twelve (12) month period beginning on the Rent Commencement Date.

1.21 Tenant's Proportionate Share. Expressed as a percentage, which percentage is calculated by dividing the GLA of the Premises (numerator) by the GLA of the Building (denominator) and expressing the fraction as a percentage. The initial Tenant's Proportionate Share is 20.53%. If the GLA of the Premises or the GLA of this Building changes during the Term, Tenant's Proportionate Share shall be adjusted accordingly.

1.22 Property. This Building, its equipment and systems, Common Areas and this tax parcel (hereinafter "Land") on which this Building is situated.

1.23 Adjustment Period. Each calendar year occurring during the Term of this Lease.

1.24 Addenda/Exhibits. The exhibits listed below in this article are incorporated in this Lease by reference and are to be construed as part of this Lease:

- a. Guaranty
- b. Exhibit "A" – Depiction of Premises
- c. Exhibit "B" – Work Agreement
- d. Exhibit "C" – Rules and Regulations

ARTICLE 2 PREMISES

2.1 Premises. Upon the conditions, limitations, covenants and agreements herein set forth, Landlord hereby leases to Tenant, and Tenant hereby accepts, hires and leases from Landlord, the Premises during the Term. Subject to the other provisions of this Lease, Landlord shall have the right, in its sole and absolute discretion, to modify this Property and/or this Building from time to time, but in no event shall such modification substantially interfere with Tenant's use of this Premises. Landlord reserves to itself the use of the roof, exterior walls and the area above and below this Premises (other than roll-up doors and exterior doorways), together with the right to install, maintain, use, repair and replace pipes, ducts, conduits, wires and structural elements now or in the future leading through this Premises and which serve other parts of the Property.

2.2 Gross Leasable Area. "GLA" means the number of square feet of enclosed floor area within this Premises or this Building, as the case may be, intended for the exclusive use by the occupant thereof and its customers, whether or not actually leased or occupied. GLA shall not include: other areas used for mechanical, electrical, telephone or other operating equipment. GLA shall be measured from the exterior face of the exterior walls and from the centerline of interior or party walls. No deduction from GLA shall be made for columns, stairs, or any interior construction or equipment. Upon Substantial Completion of Landlord's Work, the GLA of this Premises shall be determined by Landlord's architect, and the Base Rent shall be determined. Promptly after the Lease Term Commencement Date, Landlord and Tenant shall execute and deliver a written declaration setting forth this Lease Term Commencement Date, the expiration date of this Lease, the GLA of this Premises and this Building as of this Lease Term Commencement Date, and the amount of the Base Rent payable by Tenant. From time to time during the Term of this Lease, Landlord may give Tenant notice of the GLA in this Premises and this Building, at a given time or for a given period of time, as such GLA may be revised because of additions or reductions to this Premises or this Building, as may be permitted by this Lease, and appropriate adjustment shall be made to the Base Rent and Tenant's Proportionate Share by Landlord providing written notification of such change to Tenant.

2.3 Intentionally Deleted.

2.4 CCRs. This Lease of this Premises is subject to easements, covenants and restrictions of record, including but not limited to, the terms and conditions of that certain

Declaration of Easements, Covenants, Conditions, and Restrictions, dated December 1, 2016 and filed December 2, 2016, in Instrument Number 2016-31246, all with the Register of Deeds Office of Sarpy County, Nebraska, as amended (the "CCRs"). In the event a conflict occurs between this Lease and the CCRs, the CCRs shall govern. In addition, this Lease of this Premises is subject to all applicable building restrictions, planning and zoning ordinances, governmental rules and regulations and all other encumbrances, covenants, restrictions and easements affecting the Premises.

2.5 Common Area(s). "Common Areas" shall mean all areas from time to time designated by Landlord for the general and nonexclusive common use or benefit of Tenant, other tenants of this Property, and Landlord, including, without limitation, roadways, entrances and exits, loading areas, landscaped areas, open areas, park areas, service drives, walkways, common trash areas, vending or mail areas, common pipes, common walkways at this Building, conduits, wires and appurtenant equipment within this Property, maintenance and utility rooms and closets, exterior lighting, exterior utility lines, and parking facilities.

ARTICLE 3 TERM

3.1 Initial Term. The Initial Term of this Lease, subject to modification as hereinafter provided, together with any renewals or extensions thereof, are sometimes hereinafter referred to collectively as the "Term."

3.2 Commencement. The Initial Term shall begin on the Lease Term Commencement Date.

3.3 Surrender. Upon expiration or termination of this Lease, Tenant shall surrender to Landlord possession of this Premises and the fixtures and equipment constituting part thereof with all keys thereto, however Tenant may remove any fixtures, furniture, and equipment that are not affixed to the Premises at time of surrender.

3.4 Option to Renew. Subject to the condition that Tenant is not in default of the performance of any of the provisions of this Lease, Tenant shall have the option to renew this Lease as set forth in Article 1 above (the "Extended Term"), subject to all the same terms and conditions contained herein except Base Rent. For each Extended Term, the Base Rent shall increase by two (2%) percent each Lease Year of the Extended Term. Tenant shall exercise said option by providing Landlord written notice not less than one hundred eighty (180) days prior to the expiration of the then current term.

3.5 Acceptance of Premises. By taking possession of the Premises, Tenant accepts this Premises in its then "as is" condition and acknowledges that this Premises and this Building are in good and satisfactory condition at the time Tenant takes possession of this Premises. Tenant acknowledges that neither Landlord nor its agents or employees have made any representations or warranties as to the suitability or fitness of this Premises for the conduct of Tenant's business or for any other purpose, nor has Landlord or its agents or employees agreed to undertake any alterations or construct any tenant improvements to this Premises, except as expressly provided for in this Lease and Landlord's Work Letter attached hereto and incorporated herein as Exhibit "B".

ARTICLE 4 SECURITY DEPOSIT/BASE RENT

4.1 Security Deposit. Tenant, concurrently with the execution of this Lease, shall deposit with Landlord the Security Deposit. The Security Deposit shall be held by Landlord as security for the faithful performance by Tenant of all the terms, covenants and conditions of this Lease by Tenant to be kept and performed during the Term hereof, including, without limitation, upon vacation and surrender of the Premises by Tenant pursuant hereto; provided, however, that Landlord's use or possession of the Security Deposit shall not be construed to excuse Tenant from the payment of any Rent herein reserved or any other charge herein provided. If Tenant defaults with respect to any provision of this Lease, Landlord may, but shall not be obligated to, (i) use or retain all or any part of the Security Deposit for the payment of any Rent or other monies due Landlord; (ii) apply all or a portion of the Security Deposit towards the cost of repairs to this Premises, unless Tenant performs and pays for the costs outside of the Security Deposit; (iii) apply all or a portion of the Security Deposit towards the cost of cleaning this Premises; or (iv) use all or a portion of the Security Deposit to compensate Landlord for any other loss or damage which Landlord may suffer by reason of Tenant's default. If any portion of the Security Deposit is so used or applied, Tenant shall, within fourteen (14) business days after written demand therefor, deposit cash with Landlord in an amount sufficient to restore the Security Deposit to its original amount. Landlord shall not be required to keep the Security Deposit separate from its general funds, and Tenant shall not be entitled to interest on the Security Deposit. Should Tenant comply with all of the terms, covenants and conditions of this Lease and promptly pay Rent herein provided for and all other sums payable by Tenant to Landlord hereunder as the same fall due, then the Security Deposit shall be returned to Tenant within forty-five (45) days after the end of the Term, or forty-five (45) days after the last payment due from Tenant is received by Landlord, whichever last occurs. Under no circumstance may Tenant deduct the Security Deposit from or offset the Security Deposit against its Rent or from any other payment due Landlord, and Landlord's right to possession of the Premises, or to take appropriate action for nonpayment of Rent, or for any other reason, shall not be affected by the fact that Landlord holds the Security Deposit and does not use, apply, or retain the same as set forth herein.

4.2 Base Rent. Beginning on the Rent Commencement Date and continuing through the Initial Term, Tenant shall pay to Landlord "Base Rent", in equal monthly installments per the schedule found in Article 1 of this Lease. Base Rent shall be paid, in advance, on or before the first day of each month, without notice, demand, offset, or deduction. Payment shall be made to Landlord at the Address of Landlord, or at such other address as Landlord may specify from time to time by written notice to Tenant. The obligation to pay Base Rent and Additional Rent shall be deemed a separate and distinct covenant of Tenant and Tenant shall have no right to offset or deduction.

4.3 Partial Month. If the Lease Term Commencement Date does not begin on the first day or end on the last day of a month, Base Rent and Additional Rent (as hereinafter defined) for such partial month shall be prorated by multiplying the monthly Base Rent and Additional Rent by a fraction, the numerator of which shall be the number of days of such partial month included in the Term and the denominator of which shall be the total number of days in the full calendar month. Base Rent and Additional Rent are sometimes hereinafter referred to collectively as "Rent."

4.4 Late Fees. In the event that Tenant fails to pay any installment of Rent within ten (10) days after its due date, Tenant shall also pay: (i) a late charge equal to four percent (4%) of the unpaid Base Rent; plus (ii) interest, compounded daily from the due date, thereon at ten percent (10%) per annum or the maximum then allowed under applicable law, whichever is less.

4.5 Recapture of Concessions. Tenant acknowledges and agrees that, in entering into this Lease, Landlord is relying upon receipt of all rent and other monies to become due with respect to all this Premises originally leased hereunder for the full initial Term in granting certain concessions to Tenant. Accordingly, Tenant agrees that Landlord's promise to pay Tenant a tenant improvement allowance and/or Landlord's payment of any lease commission or fee in connection with this Lease is expressly contingent on Tenant occupying the Premises at delivery of the Premises. If Tenant's right to possession of the Premises shall be delayed or terminated with cause, for any reason, as of any date prior to the expiration of the full Initial Lease term, Tenant must immediately pay, as Additional Rent hereunder, Landlord all such sums that have been paid by Landlord to Tenant or on Tenant's behalf, or any rent that were left unpaid by Tenant.

ARTICLE 5 ADDITIONAL RENT

It is the intention of the parties and they hereby agree that this shall be an absolutely net lease, and except as expressly set forth herein, the Landlord shall have no obligation to provide any services, perform any acts or pay any expenses, charges, obligations or costs of any kind whatsoever with respect to the Premises, and Tenant hereby agrees to pay Tenant's Proportionate Share of all Operating Expenses and all Real Estate Taxes (as defined in Section 5.2 below) (hereinafter collectively referred to as "Additional Rent"). Additional Rent shall be paid in accordance with Section 5.5 below.

5.1 Operating Expenses. "Operating Expenses" are defined as the total cost and expense incurred, during each Lease Year at this specific outparcel Building #5 only and shall not include any other surrounding outparcel building(s) within this specific mixed-use development, in managing, operating, equipping, lighting, repairing, replacing and maintaining the Common Areas of this Building and this Property, as well as all charges and assessments under the CCRs, as reasonably determined by the Landlord, annualized over a Lease Year. Such Operating Expenses shall include all costs and expenses of operating and maintaining such areas and facilities in such manner as Landlord may, from time to time, deem appropriate, and for the best interests of the tenants and/or occupants of the Property, including, without limitation, the following:

- a. all utilities and all other services provided to this Building and this Property, not separately metered to Tenant or other tenants;
- b. all cleaning and janitorial service on a regular basis for the Common Areas within this Building, including trash removal;
- c. Landlord's insurance for this Property and this Building, including fire and extended coverage, liability, property damage, rent loss, boiler insurance, vandalism, malicious mischief, earthquake insurance, insurance against liability for defamation and claims of false arrest, and such other insurance in such amounts and covering hazards deemed appropriate by Landlord or which Landlord or any Mortgagee deems necessary or prudent;
- d. repairs and maintenance of this specific Property and the cost of supplies, tools, materials and equipment for Property repair and maintenance, which, under generally accepted accounting principles consistently applied, would not be capitalized

- e. the cost (amortized over such period as Landlord reasonably determines, together with interest at ten percent (10%) on the unamortized balance) of any capital improvements or repairs to this Property and/or this Building or equipment replacements made by Landlord after the Commencement Date that are intended to reduce Property Operating Costs, are required by any laws, or which are necessary in order to operate this Property and this Building at the same quality level as prior to such replacement;
- f. costs and expenses of operation, repair and maintenance of all structural portions and components of this Building, including, without limitation, plumbing, communication, common area heating, ventilating and air-conditioning, and common area electrical and other common Building systems;
- g. costs of repairs, maintenance, or replacement of paving, curbs, walkways, remarking, directional or other signs, landscaping, drainage, lighting facilities, repair and maintenance of the Common Areas and parking areas, costs and expenses of planting, replanting and replacing flowers, shrubbery and other landscaping, and the cost to Landlord of servicing and maintaining any sprinkler system;
- h. rental or lease payments paid by Landlord for rented or leased personal property used in the operation or maintenance of this Property and/or this Building;
- i. license, permit and inspection fees (but excluding license, permit and inspection fees associated with leasehold improvements or alterations performed in premises leased or leasable to other parties);
- j. auditors' fees for public accounting;
- k. legal fees, costs and disbursements but excluding those: (i) relating to disputes with other tenants, (ii) based upon Landlord's negligence or other tortious conduct; (iii) relating to enforcing lease provisions for the benefit of this Building tenants generally; or (iv) relating to the defense of Landlord's title to, or interest in, this Property;
- l. supervision, administrative and management fees for this Building;
- m. costs incurred in providing security for this Building;
- n. Landlord's share of any charges or contributions made under a recorded covenant or other agreement, including the CCRs, that relates to this Property and any other property, which are disclosed, in writing, in advance to the Tenant; and
- o. cost of leasing and operating any signs, the cost of personnel to implement any service described above, to direct traffic and to police the Common Areas.
- p. other costs reasonably necessary to operate, repair, manage and maintain this Property in a first class manner and condition.
- q. costs associated with maintaining the right of way easement, streetscaping, and façade design in compliance with the CCRs, laws or guidelines of the City of La Vista, and all other applicable law.
- r. Intentionally omitted

Notwithstanding Section 5.1(a), Operating Expenses shall exclude:

- a. leasing commissions, costs, disbursements and other expenses incurred for leasing, renovating or improving space for tenants;
- b. Landlord's cost of electricity or other service sold to tenants for which Landlord is to be reimbursed directly by such tenant(s);
- c. depreciation, amortization and interest payments, except as provided herein, and when required, the item shall be amortized over its reasonably anticipated useful life;
- d. costs incurred because the Landlord or another tenant violated the terms of any lease;
- e. overhead and profit paid to subsidiaries or affiliates of Landlord for management or other services on or to the Property for supplies or other materials, to the extent that the costs of the services, supplies or materials exceed the competitive costs of such services, supplies or materials had they not been provided by a subsidiary or affiliate of Landlord;
- f. interest on debt or amortization payments on mortgages or deeds of trust or any other debt for borrowed money; and
- g. any costs, fines or penalties incurred because Landlord violated any governmental rule or authority.

5.2 Real Estate Taxes. "Real Estate Taxes" are defined to include the following:

- a. any real estate taxes, fees, assessments (including, but not limited to, any local improvement district assessments), or other charges assessed against this Property and any improvements thereon;
- b. all personal property taxes on personal property used in connection with the Property and related structures other than taxes payable by Tenant hereof, or payable by any other tenant in this Building;
- c. any and all taxes, assessments, license fees, and public charges levied, assessed, or imposed, and which become payable during the Term hereof upon all improvements made to the Premises, over and above this Building shell, whether installed by Landlord or Tenant;
- d. any and all environmental levies or charges now in force affecting the Property or any portion thereof, or which may hereafter become effective, including, but not limited to, parking taxes, levies, or charges, employer parking regulations, and any other parking or vehicular regulations, levies, or charges imposed by any municipal, state or federal agency or authority;
- e. any other taxes levied or assessed in addition to, as a replacement, alteration, or substitute for, or in lieu of such real or personal property taxes;

f. any and all fees reasonably paid by Landlord in its opposition of tax assessments that are directly related to this Premises and/or this Property;

g. any expenses incurred in connection with any requirement subsequent to the date hereof for changes at this Property, so as to comply with then existing laws, ordinances or codes imposed by federal, state or local governmental authorities, together with any and all fees reasonably incurred by Landlord in its opposition to any such regulations; and

h. all new and increased assessments, taxes, fees, levies and charges relating to this Property shall be included within the definition of "Impositions" for the purposes of this Lease.

Real Estate Taxes shall exclude: (i) federal, state or local income taxes, (ii) franchise, gift, transfer, excise, capital stock, estate, succession or inheritance taxes, and (iii) penalties or interest for late payment of Real Estate Taxes.

5.3 Excessive Use. With respect to any utility or service mentioned herein which is not separately metered or billed to Tenant, if Landlord determines that Tenant's use of such utility or service is excessive or abnormal such that it is unfair to assess Tenant and other tenants therefor on a pro-rata square footage basis, Landlord shall so notify Tenant. Such written notice shall contain Landlord's estimate of a reasonable amount of the overall cost of such utility or service which should be billed to Tenant. If, within thirty (30) days after Tenant's receipt of such notice, Landlord and Tenant are unable to agree upon a reasonable amount of the overall cost of such utility or service to be paid by Tenant, then, and in such event, Tenant shall cause such utility or service to be separately metered to Tenant or separately contracted-for by Tenant, so that Tenant will pay separately, at Tenant's sole expense, for such utility or service (in which case Landlord shall not thereafter assess Tenant for any amount of such utility or service that is provided exclusively to this Premises. The cost of the installation of any separate meter shall be paid by Tenant.

5.4 Payment By Landlord. Subject to reimbursement as provided under this Article 5, Landlord shall pay the Operating Expenses and Real Estate Taxes before delinquency.

5.5 Manner of Payment. Commencing on the Lease Term Commencement Date, Tenant shall be responsible for Tenant's Proportionate Share of Operating Expenses in the following process:

a. Landlord shall give Tenant notice of Landlord's estimate of amounts payable under this Article 5 (hereinafter referred to as "Landlord's Estimate") for each Adjustment Period. Upon request, Landlord shall give Tenant reasonably detailed documentation to support Landlord's Estimate.

b. On or before the first day of each month during each Adjustment Period, Tenant shall pay Landlord one-twelfth (1/12th) of Tenant's Proportionate Share of Landlord's Estimate. If, however, Landlord's Estimate is not given before the Adjustment Period begins, Tenant shall continue to pay on the basis of Landlord's Estimate for the previous year, if any, until the month after the new estimate is given.

c. On or before March 1st of each Adjustment Period or as soon as reasonably possible thereafter, Landlord shall give Tenant an itemized statement ("Landlord's Annual

Statement") showing in reasonable detail: (i) the actual Operating Expenses incurred by Landlord for the prior Adjustment Period broken down by component expenses, including, without limitation, repairs, management fees, electricity, and the actual Real Estate Taxes for the prior Adjustment Period; (ii) the amount of Tenant's Proportionate Share of the actual Operating Expenses and actual Real Estate Taxes; (iii) the amount of Landlord's Estimate paid by Tenant during the prior Adjustment Period; and (iv) the net amount owed by Tenant toward the Operating Expenses and Real Estate Taxes, or the amount Landlord owes to Tenant as a refund for the prior Adjustment Period.

d. If Landlord's Annual Statement shows that Tenant's Proportionate Share of the actual Operating Expenses and actual Real Estate Taxes for an Adjustment Period was less than the amount contributed by Tenant toward Landlord's Estimate during such Adjustment Period, Landlord shall return the difference ("Overpayment") to Tenant, provided Tenant is not in default. If Landlord's Annual Statement shows that Tenant's Proportionate Share of the actual Operating Expenses and actual Real Estate Taxes for an Adjustment Period is more than the amount contributed by Tenant toward Landlord's Estimate during such Adjustment Period, Tenant shall remit the difference ("Underpayment") to Landlord. The Overpayment or Underpayment shall be paid by Landlord or Tenant, as appropriate, within thirty (30) days after Landlord's Annual Statement is delivered to Tenant, provided Tenant is not in default. If Tenant disputes the accuracy of Landlord's Annual Statement, Tenant shall nevertheless remit the Underpayment, if any; provided, however, Tenant may subsequently recover the Underpayment if Landlord's Annual Statement is later determined to be inaccurate. Any claim by Tenant for revision of any statement submitted by Landlord hereunder for any such Adjustment Period, which claim is not made within thirty (30) days after receipt of such statement, shall be deemed waived and discharged.

e. If, for any Adjustment Period during the Term, this Lease is not in effect for the full calendar year, Tenant's obligation to pay Additional Rent for such Adjustment Period shall be prorated by multiplying the Additional Rent for the Adjustment Period by a fraction expressed as a percentage, the numerator of which is the number of days of the Adjustment Period included in the Term and the denominator of which is 365.

5.6 Personal Property Tax. Before delinquency, Tenant shall pay to the appropriate taxing authority taxes assessed during the Term against trade fixtures or personal property placed by Tenant in this Premises. If these taxes are assessed against this Building, Tenant shall pay its share of the taxes to Landlord within ten (10) days after receiving Landlord's written statement setting forth the amount of taxes applicable to Tenant's property and the basis for the charge to Tenant. Tenant's failure to pay Landlord within the ten (10) day period shall entitle Landlord to the same remedies it has upon Tenant's failure to pay Rent.

5.7 Utilities. Tenant shall pay for all gas, water, electricity, telephone, and other utility services used or consumed in or about or furnished to the Premises during the Lease Term and shall pay all sewer use fees or similar charges made or imposed with respect to or against this Premises during the Lease Term. Tenant shall hold Landlord and this Premises harmless from all liens, charges, and costs with respect to such items. Tenant agrees that it will not install any equipment which will exceed or overload the capacity of any utility facilities serving this Premises and that if any equipment installed by Tenant requires additional utility facilities, such additional utility facilities shall be installed at Tenant's expense in accordance with plans and specifications approved in writing in advance by Landlord. Except to the extent caused by Landlord's negligence, Landlord shall not be liable for any interruption in the supply of any utilities to this

Premises or for any damage caused either to the electrical system or to Tenant's equipment within this Premises by any power surge; provided, however, in the event that one or more utilities services are interrupted for three (3) consecutive days, the Rent shall abate until such time as the utilities service is restored. If Landlord provides any of such utility services to Tenant because they are not or cannot be separately metered or billed to Tenant, then Tenant shall pay to Landlord, within ten (10) days after receiving a statement therefor from Landlord, Tenant's equitable share of the billing received by Landlord for such utility service, which share shall be determined by Landlord in its sole discretion taking into account such factors, including but not limited to the nature of Tenant's business, as Landlord reasonably may consider to be appropriate.

ARTICLE 6 COMPLIANCE WITH LAWS

Tenant shall comply with all applicable laws, ordinances, codes and insurance company requirements in connection with this Premises and use of this Building, including but not limited to the following, (i) laws and rules regarding the physical condition of this Premises and (ii) laws and rules regarding the use of this Premises and with which only the occupant can comply, such as laws governing maximum occupancy, zoning and use restrictions, workplace smoking and illegal business operations, such as gambling. Tenant shall comply with all recorded covenants, restrictions and conditions, including the CCRs, and will not violate any restrictions set forth therein. Tenant shall be responsible for all costs of complying with the Americans with Disabilities Act and all similar laws and regulations within this Premises, including the removal of barriers which do not necessitate the removal or modification of load-bearing walls.

ARTICLE 7 PERMITTED USES; PROHIBITIONS

7.1 Permitted Uses. Tenant may use the Premises solely for the purpose set forth in Article 1 above and for no other purpose without the prior written consent of Landlord. To the extent that Landlord is not prohibited by any existing or future law, regulation, statute or court decision to do so and so long as Tenant is open for business and operating a full-service nail salon in this Premises, and is not otherwise in default of this Lease, then throughout the Lease Term, Landlord shall not enter into any Lease within this Property to any tenant or occupant whose primary business is a full-service nail salon, except as such uses are incidental to the primary business of such tenant and such uses shall be deemed incidental so long as such uses are not more than twenty percent (20%) of such tenant's gross revenue ("Tenant's Exclusive Right"). Tenant's Exclusive Right shall not apply to hair salon, med spa and similar uses so long as such uses do not offer nail salon services which exceed twenty percent (20%) of such tenant's gross revenue. In the event a tenant within this Property proposes to change its use, then, to the extent Landlord's consent or approval is required for such change in use, Landlord shall not consent to any such change in use if such change would violate Tenant's Exclusive Right unless (i) Landlord is not permitted pursuant to the terms of such lease or occupancy agreement to enforce Tenant's rights hereunder in connection with such change in use or (ii) Landlord's failure to approve or consent to a change in use would be unreasonable under the terms of any such lease, occupancy or other agreement for which Landlord's consent is required to be reasonable.

7.2 Operation of Business. Tenant shall not conduct auction sales, fire sales, vacancy sales, or "going out of business" sales in or from this Premises without written consent of Landlord, nor shall Tenant use or permit the use of vending machines inside this Premises (except for exclusive use of employees) or outside this Premises. Tenant shall not conduct business

promotions on the sidewalks or parking lot of Landlord's Parcel, without Landlord's prior written consent. Tenant shall (a) conduct its business in this entire Premises; (b) remain open for business during customary business days and hours for similar businesses in the city or trade area where this Building is located and also shall remain open on such days and for such hours as Landlord generally may require of businesses in this Building; (c) adequately staff its store with sufficient employees to handle the maximum amount of business and carry a stock of merchandise of such size, character, and quality as may be necessary to accomplish such maximum amount of business; (d) keep its display windows and signs, if any, well lighted during all business hours; (e) keep this Premises and both the exterior and interior portions of windows, doors, and other glass or plate glass fixtures therein in neat, clean, sanitary, and safe conditions; (f) warehouse, store, or stock only such goods, wares, and merchandise in this Premises as Tenant intends to offer for sale at retail within this Premises; (g) neither solicit business nor distribute advertising matter in the Common Areas; (h) not place any excessive weight upon the floor of this Premises; (i) use the insignia or other identifying mark of this Building (if any) designated by Landlord in Tenant's advertising, whether printed or visual, and make reference to the name of the Building in each instance of audio advertising; (j) not place or permit any radio or television antenna, loud speaker, or sound amplifier, or any phonograph or other devices similar to any of the foregoing, on the roof or outside of this Premises or at any other place where it may be seen or heard outside of this Premises; and (k) not permit noise, sounds, activities, odors, or disturbances within this Premises which interfere or are likely to interfere with the businesses of other tenants in this Building. Tenant agrees not to do or permit anything to be done which will interfere with the quiet enjoyment of other tenants or occupants of this Building. Tenant shall not conduct its business within this Premises under any name other than the trade name set forth as in Article 1 of this Lease without first obtaining Landlord's written consent to such change of trade name.

7.3 Prohibitions. Tenant shall not do or permit anything to be done in or about this Premises nor bring or keep anything therein which will in any way increase the existing rate of or affect any fire or other insurance upon this Building or any of its contents, or cause a cancellation of any insurance policy covering said Building or any part thereof or any of its contents. Tenant shall not do or permit anything to be done in or about this Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of this Building or injure or annoy them (including unreasonable noise or odor) or their use of this Building or allow this Premises to be used for any improper, immoral, unlawful or objectionable purpose, nor shall Tenant cause, maintain or permit any nuisance in, on or about this Premises. Tenant shall not commit or allow to be committed any waste in or upon this Premises. Tenant shall have an affirmative obligation to design this Premises and the improvements within this Premises in such a manner as to avoid excessive noise, odor or other disturbances to the other tenants or invitees of this Building. Tenant shall not commit or allow to be committed any waste in or upon this Premises. Landlord shall have the right to impose restrictions or penalties on Tenant in the event Landlord determines, in its sole discretion, that Tenant has violated the provisions of this Section 7.3.

7.4 Continuous Occupancy. Tenant agrees continuously throughout the Lease Term to occupy this Premises and to conduct its business therefrom during all normal business hours, except when this Premises are untenable by reason of the occurrence of any damage thereto or the destruction thereof; and Tenant's failure to comply with the preceding provisions of this sentence shall constitute a default under this Lease. In the event that Tenant does not so occupy this Premises and conduct its business therefrom, then Tenant shall pay monthly as Additional Rent (over and above and in addition to the Base Rent and any other sums required to be paid by Tenant) during any such period of non-occupancy or non-conduct of its business a sum equal to 25% of the Base Rent payable during such Period. Notwithstanding the foregoing, Tenant shall

not be in default of this Section 7.4 for a period of up to three months in the event that Tenant vacates in order to remodel this Premises.

7.5 Promotion. Landlord shall, but in no event shall be required to, have the right to advertise the retail component of this Building in the local metropolitan statistical area, and formulate, provide, and carry out an ongoing promotion plan which, in Landlord's sole judgment, shall serve to enhance and promote this Building and its occupants. For purposes of this Section, "Promotion plan" shall mean a plan for shows, displays, signs, marquees, décor, special events, seasonal and holiday events and promotional literature to be distributed within and outside this Building, advertisements for the businesses in this Building, and other activities within this Building designated to attract customers. Tenant hereby grants Landlord the right to include Tenant's trade name (as identified in Article 1 above) in promotional materials. The cost of such promotional activities shall be considered an Operating Expense.

ARTICLE 8 LANDLORD MAINTENANCE / PARKING

8.1 Maintenance and Repairs. Subject to Landlord's right to be reimbursed pursuant to Article 5 above for Tenant's Proportionate Share of the amounts expended by Landlord under this Section 8.2, Landlord shall be responsible for maintenance and repair of the roof, foundation, exterior walls and glass, interior structural walls and Common Areas. Landlord shall not be liable and the Rent shall not be abated for temporary interruptions to the telephone, plumbing, HVAC, electrical or other mechanical systems or cleaning services caused by reason of accident, injury, repairs, alterations, improvements or shortages of or lack of availability of materials or services.

8.2 Parking. Subject to the terms and conditions of the CCRs, Tenant and its employees and visitors may use any parking area now or hereafter made available and designated for parking generally for tenants and their employees and visitors at this Building. Such general parking shall be on a "first come, first served," unassigned basis, with Landlord and other tenants of this Building and their employees and visitors. Notwithstanding the foregoing, Landlord reserves the right to assign specific spaces and to reserve spaces for visitors, small cars, handicapped individuals and other tenants, visitors of tenants or other persons, and Tenant and its employees and visitors shall not park in any such assigned or reserved spaces. In case of any violation of the foregoing provisions, Landlord may refuse to permit the violator to park, and may remove the vehicle owned or driven by the violator from the grounds without liability whatsoever, at such violator's risk and expense. Landlord reserves the right to close all or a portion of the parking areas or facilities in order to make repairs or perform maintenance services, or to alter, modify, restripe or renovate the same, or if required by casualty, strike, condemnation, act of God, law or governmental requirement, or any person beyond Landlord's reasonable control.

ARTICLE 9 TENANT'S COVENANTS

9.1 Maintenance and Repair. Subject to Section 8.2 above, Tenant, at its sole cost and expense, shall at all times throughout the Term, maintain the interior of this Premises and every part thereof, together with all appurtenances thereto wherever located (ordinary wear and tear excepted), including the interior walls and nonstructural portions of this Premises, as well as the interior portions of all doors and entrances, door checks, all windows, plate glass, Tenant signage, all plumbing and sewage facilities solely serving this Premises (including pipes and drains within this Premises, toilets, basins and water heaters), fixtures, the electrical systems

servicing this Premises, fire sprinkler system, floors and ceilings, the heating, ventilating, and air-conditioning units serving this Premises, and any work performed by or on behalf of Tenant hereunder. Tenant shall also keep and maintain in good order and condition any special equipment, fixtures or facilities serving this Premises. Tenant shall also repair (or, at the election of Landlord, shall reimburse Landlord for the repair of) any damage to the structural portions of this Building, roof and this Premises resulting from Tenant's negligent acts or omissions or those of anyone acting or claiming under Tenant, or resulting from the failure of Tenant or anyone claiming under Tenant to perform or observe the covenants or conditions in this Lease, contained or resulting from alterations, additions or improvements to this Premises made by Tenant or anyone claiming under or acting through Tenant. The obligation to repair shall also include the obligation to replace when necessary or appropriate.

9.2 Use, Waste, Nuisance, Etc. Tenant shall not injure, overload, deface or commit waste in this Premises or any part of this Building, nor permit the occurrence of any nuisance therein or the emission therefrom of any objectionable noise or odor, nor use this Premises for any purpose other than the Permitted Use set forth in Section 7.1 nor use or permit any use which is liable to invalidate or increase the premium for any insurance on this Building or its contents or which is liable to render necessary any alterations or additions to this Property. Subject to the right of Landlord to approve in advance the locations of any heavy equipment, Tenant shall not place a load upon this Premises exceeding an average rate of 80 pounds live load per square foot of floor area.

9.3 Rules and Regulations. Tenant shall faithfully observe and comply with all reasonable rules and regulations now or hereafter promulgated and/or modified by Landlord from time to time for the care and use of this Premises and this Building (hereinafter "Rules and Regulations"). The current Rules and Regulations are attached hereto as Exhibit "C". Landlord shall have the right to amend, change or modify the Rules and Regulations from time to time as Landlord deems necessary or appropriate. Landlord shall not be responsible to Tenant for the nonperformance of any of said Rules and Regulations by other tenants or occupants.

9.4 Indemnification.

a. Tenant waives all claims against Landlord, its agents and employees for loss, theft or damage to equipment, furniture, records and other property on or about the Premises, for loss or damage to Tenant's business or for death or injury to persons on or located at this Premises or this Building, except to the extent caused by the gross negligence or willful misconduct of Landlord, its agents or employees. Tenant shall indemnify and hold harmless Landlord from and against any and all claims arising from Tenant's use of the Premises or from the conduct of its business or from any activity, work, or other things done, permitted or suffered by the Tenant on or about this Premises, and shall further indemnify and hold harmless Landlord from and against any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any act or negligence of the Tenant, or any officer, agent, employee, guest or invitee of Tenant, and from all costs, attorneys' fees, and liabilities incurred in or about the defense of any such claim, action or proceeding brought thereon and in case any action or proceeding be brought against Landlord by reason of such claim, Tenant upon notice from Landlord shall defend the same at Tenant's sole cost and expense and by counsel reasonably satisfactory to Landlord. In addition to the foregoing, Landlord may repair any damage to this Building or to the improvements on the Land caused by Tenant's employees, agents, independent contractors, or invitees (including damage and breakage occurring when Tenant's

property is being moved into or out of this Building) and Landlord may recover all actual and reasonable costs and expenses thereof from Tenant as Additional Rent.

b. Landlord or its agents shall not be liable for any loss or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water or rain which may leak from any part of this Building or from the pipes, appliances, or plumbing works therein or from the roof, street or sub surfaces or from any other place resulting from dampness or any other cause whatsoever, unless caused by or due to the negligence of Landlord, its agents, servants or employees. Tenant shall give prompt notice to Landlord in case of casualties or accidents within this Premises.

c. Landlord shall indemnify and hold harmless Tenant from and against any and all claims arising from Landlord's use of the Common Areas, and from any breach or default in the performance of any obligation on Landlord's part to be performed under the terms of this Lease, or arising from any act or negligence of the Landlord, or any officer, agent or employee of Landlord, and from all costs, attorneys' fees, and liabilities incurred in or about the defense of any such claim, action or proceeding brought thereon and in case any action or proceeding be brought against Tenant by reason of such claim, Landlord upon notice from Tenant shall defend the same at Tenant's sole cost and expense and by counsel reasonably satisfactory to Tenant.

9.5 Entry for Repairs and Inspections. Tenant shall permit Landlord and Landlord's agents to enter and examine this Premises at reasonable times (upon reasonable advance notice to Tenant with twenty-four (24) hour prior written notice to Tenant, and subject to Tenant's security requirements) and if Landlord shall so elect, to perform any repairs or other work permitted by Landlord by Article 22.

9.6 Alterations, Additions, Heavy Equipment, Etc. Tenant shall not make any alterations, additions or improvements on or to this Premises, nor erect or paint any sign or other identification on any exterior window or other exterior surface of this Premises or this Building without obtaining Landlord's prior written consent. To the extent any such alterations, additions or improvements are authorized by Landlord, all such alterations, additions and improvements shall be performed by contractors or mechanics approved by Landlord. Tenant further covenants and agrees that all work done by Tenant shall be performed in full compliance with all laws, rules, orders, ordinances, directions, regulations and requirements of all governmental or regulatory bodies and agencies. Tenant shall also pay all costs for such alterations, additions and improvements including any alterations, additions or improvements to this Premises required by any governmental agency during the Term of this Lease. Tenant shall not bring into or install within this Premises any oversized heavy safes, or bulky or heavy furnishings, equipment or machines without the prior written approval of Landlord as to methods of transportation and installation. Landlord may prohibit the installation of any such items if the weight of any such item would exceed the weight limits or load-bearing capacities of this Building's floors, elevators, etc.

9.7 Signage. Tenant may, at Tenant's sole cost and expense, acquire and install (i) standard signage over the entrance to this Premises facing south above both store front(s) if so desired and (ii) two (2) panels on the monument sign along South 84th Street at the northeast corner of the intersection (one such monument panel to be on the north face of the monument sign and the other to be in the corresponding position on the south face of the monument sign), provided such signage is approved by Landlord, approval not to be unreasonably withheld, conditioned or delayed, and such signage shall be compliant with the CCRs and all applicable laws, ordinances, and governmental regulations and which will cause no damage to this

Premises. Tenant shall not place or erect any signs or other devices upon any of the Common Areas. Tenant shall be responsible, at its sole cost and expense, at the expiration or earlier termination for removal of all of Tenant's signage and repair of the walls and, if applicable, exterior facade after such removal.

9.8 Surrender and Lien for Rent. At the expiration of the Term or earlier termination of this Lease, Tenant shall peaceably give up and surrender this Premises without the requirement of any notice, including all work performed by Tenant (such work to be in conformity with the provisions hereof) and all replacements thereof, and all fixtures permanently attached to this Premises; provided, however, if Tenant is not in default hereunder, Tenant may remove, at its sole cost and expense, all items installed in this Premises and paid for by Tenant. At such expiration or termination, this Premises and all improvements shall be in good order, repair and condition (damage by fire or casualty not insured under Landlord's first or casualty insurance and reasonable wear excepted). Tenant shall, at its sole cost and expense, at the time of such expiration or termination, remove the goods, effects and fixtures which Tenant is permitted to remove or which Landlord, in its sole discretion, has directed Tenant to remove in accordance with the provisions of this Lease, making any repairs to this Premises and other areas necessitated by such removal and leaving this Premises in broom clean condition. If Tenant fails to remove any of such goods, effects and fixtures, Landlord may have them removed forcibly, if necessary, and store any of Tenant's property in a public warehouse at the risk of Tenant; the expense of such removal, storage and reasonable repairs necessitated by such removal shall be borne by Tenant or reimbursed by Tenant to Landlord.

9.9 Payment for Tenant Work. Tenant shall promptly pay when due the entire cost of any work undertaken by Tenant in this Premises, including Tenant's Work and installation of equipment, furnishings and fixtures, so that this Premises shall always be free of liens for labor and materials. Tenant shall obtain all permits or licenses for such work. Tenant shall also indemnify and save Landlord harmless from and against all injury, loss, claims, liens or damage to any person or property occasioned by or arising from such work. If any mechanic's, materialmen's or construction lien (which terms shall include any and all similar liens relating to the furnishing of labor and materials) is filed against this Building or any part thereof which is claimed by the filing party to be attributable to Tenant, its agents, employees or contractors, Tenant shall promptly discharge the same by payment thereof or filing any necessary bond.

9.10 Financial Reports. In the event of a default by Tenant or in the event Landlord is refinancing or selling the Building, Tenant agrees to deliver to Landlord a current financial statement for Tenant and Guarantors, provided such financial statement shall not be required more than one (1) time per year. Notwithstanding the foregoing, Tenant shall have no obligation to provide any financial statement as set forth herein until Landlord provides to Tenant a commercially reasonable confidentiality agreement binding Landlord, any affiliates or property manager, and any such lender or purchaser in form reasonably satisfactory to Tenant.

ARTICLE 10 SUBLETTING AND ASSIGNMENT

Tenant shall not assign this Lease nor sublet the Premises in whole or in part, and shall not permit Tenant's interest in this Lease to be vested in any third party by operation of law or otherwise, without the prior written consent of Landlord. The sale or transfer of ownership or of a controlling interest in the stock of Tenant shall constitute an assignment or a subletting under this Lease. In the event of any subletting of this Premises or assignment of the Lease by Tenant with or without Landlord's consent, Tenant shall remain responsible and liable to Landlord for payment

of the Rent stipulated herein and for the full and timely performance of all other covenants and conditions contained herein and the Guarantor shall not be released from the obligations under the Guaranty during the concurrent term. In connection with a requested Assignment or Sublease, Tenant shall pay to Landlord an administrative fee not to exceed \$750.00 for reviewing, processing and/or documenting any request Assignment or Sublease, whether or not Landlord's consent is granted. Landlord may consider any factor it deems relevant in determining whether to withhold consent including, but not limited to, the following: (a) financial strength of the new tenant, (b) identity and business character of the new tenant, (c) nature and legality of the proposed use of this Premises.

ARTICLE 11 FORCE MAJEURE

If Landlord, as the result of any (i) strikes, lockouts or labor disputes; (ii) inability to obtain labor, materials, fuel, electricity, services or reasonable substitutes therefore; (iii) acts of God, civil commotion, fire or other casualty; (iv) governmental action of any kind; or (v) other conditions similar to those enumerated in this Article 11 which are beyond Landlord's reasonable control, fails punctually to provide any service or to perform any obligation on its part to be performed hereunder, then, unless otherwise expressly provided, such failure shall be excused and not be a breach hereunder, but only to the extent occasioned by such event.

ARTICLE 12 EMINENT DOMAIN

12.1 Taking/Condemnation by Governmental Authority. If all of the Premises shall be taken or condemned by a governmental or quasi governmental authority for any public or quasi public use or purpose (including a sale under threat of such a taking or condemnation), this Lease shall terminate on the date title thereto vests in the governmental or quasi-governmental authority, and all Rent payable hereunder shall be apportioned as of such date. If more than a substantial part (as hereinafter defined) but less than all of this Premises shall be taken or condemned by a governmental or quasi-governmental authority for any public or quasi-public use or purpose (including a sale under threat of such a taking or condemnation), Landlord shall have the right to terminate this Lease by giving Tenant thirty (30) days prior written notice of such termination, in which event all Rent payable hereunder shall be apportioned as of the date title vests in the governmental or quasi-governmental authority. If less than a substantial part of this Premises is taken or condemned by any governmental or quasi-governmental authority for any public or quasi-public use or purpose (including a sale under threat of such a taking or condemnation), or if Landlord fails to terminate this Lease according to the preceding sentence, this Lease shall continue in full force and effect, but the Rent payable hereunder shall be equitably adjusted as of the date title vests in the governmental or quasi-governmental authority, on the basis of the ratio of the number of square feet of GLA of this Premises taken or condemned to the total GLA of this Premises prior to such taking or condemnation. For purposes of this Article 11, a substantial part of this Premises shall be considered to have been taken or condemned if more than twenty five percent (25%) of this Premises are rendered unusable as a result of such taking or condemnation.

12.2 Awards and Damages. All awards, damages and other compensation paid by the condemning authority on account of such taking or condemnation (or sale under threat of such a taking or condemnation) shall belong to Landlord, and Tenant hereby assigns to Landlord all rights to such awards, damages to this Premises, the value of the unexpired term of the Lease, the loss of profits or goodwill, leasehold improvements or severance damages, unless applicable casualty or damage warrants a claim of Tenant's property within this Premises. Nothing contained

herein, however, shall prevent Tenant from pursuing a separate claim against the condemning authority for the value of furnishings, equipment and trade fixtures installed in this Premises at Tenant's expense and for relocation expenses, provided that such claim shall in no way diminish the award or compensation payable to or recoverable by Landlord in connection with such taking or condemnation.

ARTICLE 13 DAMAGE BY FIRE OR CASUALTY

13.1 Repair or Restoration. If during the Term of this Lease this Building or this Premises, or any portion thereof, shall be damaged by fire or other insured casualty, Landlord shall commence repair or restoration within thirty (30) days of such damage or destruction and shall diligently pursue such repair and restoration to completion unless this Lease is terminated as provided herein. Landlord shall pay the cost to repair any damage or destruction to this Building or this Premises caused by the negligence or willful misconduct of Landlord, its agents or employees. To the extent not covered by insurance obtained by Landlord in accordance with Article 14, Tenant shall pay the reasonable cost of repair of any damage or destruction of this Building or this Premises caused by the negligence or willful misconduct of Tenant, its employees, agents or visitors. The cost of repair of this Building or this Premises shall include a reasonable overhead and profit charge by Landlord. Tenant shall vacate such portion of this Premises as Landlord reasonably requires to enable Landlord to repair this Premises or this Building.

13.2 Termination by Landlord. Notwithstanding anything to the contrary contained in this Lease, if the proceeds of insurance are insufficient to pay for the repair of any damage or destruction to this Premises or this Building, or if this Premises or this Building are damaged or destroyed to an extent which may not be repaired within one hundred eighty (180) days after the commencement of repair, as determined by Landlord, Landlord shall have the option to terminate this Lease by giving Tenant written notice of such termination; provided, however, the notice must be delivered to Tenant within sixty (60) days of such damage or destruction. Any termination of this Lease pursuant to this Section 13.2 shall be effective as of the date of the damage or destruction.

13.3 Abatement of Rent. If this Premises are damaged or destroyed by fire or other insured casualty not caused by the negligence or willful misconduct of Tenant, its agents, employees or visitors, the Rent shall abate until such damage or destruction is repaired in proportion to the reduction of the area of this Premises useable by Tenant. If, however, the damage or destruction is the result of the willful conduct or negligence or failure to act of Tenant, its agents, contractors, employees or invitees, there shall be no abatement of Rent as otherwise provided in this Section 13.3.

ARTICLE 14 INSURANCE; WAIVERS OF SUBROGATION

14.1 Tenant Insurance. Tenant shall, at all times during the Term, at its sole cost and expense, procure and maintain in full force and effect a policy or policies of commercial general liability insurance coverage assuring against loss, damage or liability for injury or death to persons and loss or damage to property occurring from any cause whatsoever in connection with this Premises or Tenant's use thereof. Such liability insurance shall be in amounts not less than Two Million Dollars (\$2,000,000) per occurrence and in the aggregate, Two Million Dollars (\$2,000,000) combined single limit coverage (and, if the use and occupancy of this Premises include any activity or matter that is or may be excluded from coverage under a commercial

general liability policy (e.g., the sale, service, or consumption of alcoholic beverages), Tenant shall obtain such endorsements to the commercial general liability policy or otherwise obtain insurance to insure all liability arising from such activity or matter in such amounts as Landlord may reasonably require). Such insurance policy shall have a deductible of Ten Thousand Dollars (\$10,000) or less. Such insurance shall also cover and include all signs maintained by Tenant hereunder. Landlord and Property Manager shall be named as an additional insured (and at Landlord's option, any other persons, firms or corporations designated by Landlord shall be additionally named as insured parties) under each such policy of insurance. Each such party shall be designated as an additional insured under ISO endorsement CG 20 10 1185 or such other comparable endorsement upon Landlord's reasonable request. Tenant shall also cover contractual liability insurance that is sufficient to cover Tenant's indemnity obligations hereunder if such contractual liability insurance is not already included in Tenant's commercial general liability insurance policy. Tenant shall, at all times during the Term, at its sole cost and expense, procure and maintain in full force and effect property insurance covering not less than one hundred percent (100%) of the current replacement value of all tenant improvements and alterations and betterments in this Premises made by Tenant, including without limitation, the Tenant's Improvements, and furniture, fixtures, and personal property therein. Such insurance shall also cover and include all exterior signs maintained by Tenant hereunder and shall include coverage for plate glass.

14.2 Landlord Insurance. Landlord shall procure and maintain fire and extended coverage insurance with a reliable insurer upon this Building in an amount equal to the full replacement cost of those building components normally covered by standard fire and extended coverage insurance policies. In addition, Landlord may maintain any other insurance reasonably necessary to protect this Building and this Property and all such insurance shall be deemed an Operating Expense.

14.3 Certificate of Insurance. A certificate issued by the insurance carrier or legal representative for each policy of insurance required to be maintained by Tenant hereunder shall be delivered to Landlord and all other named insureds on or before the Lease Term Commencement Date or earlier occupancy and thereafter, as to policy renewals, within thirty (30) days prior to the expiration of the term of each such policy. Each certificate of insurance and each such policy of insurance required to be maintained by Tenant hereunder shall be in form and substance reasonably satisfactory to Landlord and shall expressly evidence insurance coverage as required by this Lease and shall contain an endorsement or provision requiring not less than thirty (30) days' prior written notice to Landlord and all other named insureds of the cancellation, non-renewal, or amendment of the applicable policy. Any proposed diminution in the perils insured against, or reduction of the amount of coverage of the particular policy in question, initiated by either the insurer, or by the Tenant shall require not less than thirty (30) days' prior written notice to Landlord. All such insurance policies shall be in form reasonably satisfactory to Landlord, and shall be issued by insurance carriers having an A.M. Best rating of at least A-VIII or higher who are authorized to transact business in the State of Nebraska. If Tenant fails to comply with the foregoing insurance requirements or to deliver to Landlord the certificates or evidence of coverage required herein, Landlord, in addition to any other remedy available pursuant to this Lease or otherwise, may, but shall not be obligated to, obtain such insurance, and Tenant shall pay to Landlord on demand the premium costs thereof, plus an administrative fee of ten (10%) percent of such cost.

14.4 Waiver of Recovery Rights. The parties hereto waive any and all rights of recovery from the other, their respective partners, officers, agents, and employees for any injury or loss, including consequential loss or damage, caused by any peril or perils (including negligent acts)

enumerated in each form of insurance policy actually carried by such waiving party or deemed to be carried by such waiving party; provided however, that this release shall not be applicable to the portion of any damage that is not reimbursable by the damaged party's insurer because of the deductible. For purposes of this Section 14.4, Landlord and Tenant shall be deemed to be carrying any insurance policies that they are required to carry, pursuant to Sections 14.1 and 14.2, but are not actually carrying.

14.5 Waiver of Subrogation. Each policy of insurance provided for in this Section 14 shall contain an express waiver of any and all rights of subrogation thereunder whatsoever against the insured party, its partners, officers, agents and employees, to the extent of the insurance coverage required under this Lease. All such policies shall be written as primary policies and not contributing with or in excess of the coverage, if any, which such party may carry. Any other provision contained in this Section or elsewhere in this Lease notwithstanding, the amounts of all insurance required hereunder to be paid by a party shall be not less than an amount sufficient to prevent the other party from becoming a co-insurer.

ARTICLE 15 DISPLAY OF PREMISES

Tenant covenants and agrees that for the period of six (6) months prior to the expiration of this Lease, Landlord shall have the right to show this Premises and all parts thereof to prospective tenants, at reasonable times, upon reasonable advance notice, at Tenant's reasonable convenience, and subject to Tenant's security requirements. Landlord shall have the right to install and display "For Lease" or "For Sale" signage for the last six (6) months of the Lease Term, only with proper access approval granted by Tenant.

ARTICLE 16 TERMINATION FOR DEFAULT OR INSOLVENCY

16.1 Default or Breach. Each of the following events shall constitute a default or a breach of this Lease by Tenant:

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

16.2 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 this 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 this 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 this Premises (including attorneys' fees, costs of litigation and the like), and the difference between the Rent due for the balance of the Term, including amounts required to be paid by Tenant for taxes, insurance, costs of maintenance, repairs, and other operating expenses of this Premises, as though this Lease had not been terminated, and the reasonable rental value of this Premises, which sum shall be immediately due Landlord from Tenant.

c. Landlord may retake and relet this Premises or any part thereof for any term without terminating this Lease, at such Rent and on such terms as Landlord may choose. Landlord may make alterations and repairs to this Premises. In addition to Tenant's liability to Landlord for breach of this Lease, Tenant shall be liable for all expenses of the reletting (including reasonable advertising fees, brokerage commissions, tenant allowances and the like), for any alterations and repairs made, and for the Rent due for the balance of the Term including amounts required to be paid by Tenant for taxes, insurance, costs of maintenance, repair and other operating expenses of this Premises, which sum shall be immediately due Landlord from Tenant. The amount due Landlord will be reduced by the net rent received by Landlord during the remaining Term of this Lease from reletting this Premises or any part thereof. If during the remaining term of this Lease Landlord receives more than the amount due Landlord under this sub section, Landlord shall pay such excess to Tenant, but only to the extent Tenant has actually made payment pursuant to this sub-section.

16.3 Recovery of Damages. Nothing herein shall limit or prejudice the right of Landlord to pursue and obtain in a proceeding for bankruptcy, insolvency, arrangement or reorganization, by reason of the termination of this Lease, an amount equal to the maximum allowed by a statute or rule of law in effect at the time such proceeding is commenced which governs the proceeding in which damages are to be proved, whether or not the amount is greater, equal to or less than the amount of the actual loss or damage which Landlord has suffered, including reasonable attorney's fees.

ARTICLE 17 SUBORDINATION AND MORTGAGEE APPROVAL

17.1 This Lease shall be subject and subordinate to any mortgage, deed of trust or ground lease that may now exist or hereafter be placed upon this Building and/or the Land by Landlord, and to any and all advances to be made under such mortgages or deeds of trust and to the interest thereon, and all renewals, extensions and consolidations thereof; provided that any such mortgagee, beneficiary under a deed of trust or ground lessor may elect at any time during the Term of this Lease to have this Lease deemed a prior lien to its mortgage, deed of trust or

ground lease and in the event of such election and upon notification by such mortgagee, beneficiary under a deed of trust or ground lessor to Tenant to that effect, this Lease shall be deemed prior in lien to the said mortgage, deed of trust or ground lease. This Article 17 shall be self operative, but in confirmation thereof, Tenant shall execute and deliver whatever instruments may be reasonably required to acknowledge such subordination or priority in recordable form within ten (10) business days after demand in writing. If any foreclosure of any mortgage or deed of trust encumbering this Building and/or the Land shall occur, Tenant shall, if so requested, attorn to the purchaser and execute such subordination, attornment and nondisturbance agreements as may be reasonably required by Landlord or any other purchaser or lender.

ARTICLE 18 HOLDOVER

18.1 If Tenant remains in this Premises after the termination of this Lease, such holding over shall be as a Tenant at Will or Tenant by the month (requiring thirty (30) days notice of termination by either party to the other) at a rent equal to the product of 1.20 multiplied by the Rent then due under Articles 4 and 5 for the first month of the holdover and a rent equal to the product of 1.50 multiplied by the Rent then due under Articles 4 and 5 for each month of the holdover thereafter. Tenant's possession during any holdover shall be subject to all the covenants and conditions of this Lease as though it had originally been a monthly tenancy. Notwithstanding the foregoing, if Landlord desires to regain possession of this Premises promptly after the expiration of this Lease and prior to acceptance of Rent for any period thereafter, Landlord may, at its option, and upon not less than thirty (30) days prior written notice to Tenant forthwith re enter and take possession of this Premises or any part thereof. Thereupon, Landlord shall be entitled to recover possession of this Premises from Tenant without being deemed guilty of any manner of trespass.

ARTICLE 19 ESTOPPEL CERTIFICATE

19.1 At Landlord's request, on the Lease Term Commencement Date and from time to time thereafter, Tenant agrees to execute and deliver to Landlord within ten (10) days after Landlord's written request therefore a certificate (in such form as may be provided consistent with the provisions of this Article 19) which acknowledges tenancy of this Premises and recites such other facts concerning any provision of this Lease or payments made under this Lease which a mortgagee or lender or prospective mortgagee or lender or a purchaser or prospective purchaser of this Building and/or Land or any interest therein may reasonably request.

ARTICLE 20 NO WAIVER; NO ACCORD AND SATISFACTION

20.1 No Waiver. The failure of Landlord or of Tenant to seek redress for the violation of, or to insist upon the strict performance of any term, covenant or condition of this Lease or, the failure of Landlord to enforce the Rules and Regulations for this Premises and this Building (as the same may now exist or are hereafter promulgated or modified by Landlord), shall not be deemed a waiver of such violation or breach nor shall the failure of Landlord to enforce any of said Rules and Regulations against any other tenant in this Building be deemed a waiver of any such Rules or Regulations. The receipt by Landlord of Rent with knowledge of a violation or breach of any covenant or condition of this Lease or of the Rules and Regulations shall not be deemed a waiver of such violation or breach by Landlord, unless such waiver is in writing and signed by Landlord. No consent or waiver, expressed or implied, by Landlord or Tenant to or of

any violation or breach of any agreement or duty shall be construed as a waiver or consent to or of any other violation or breach of the same or any other agreement or duty.

20.2 No Accord and Satisfaction. No acceptance by Landlord of a lesser sum than the Rent then due shall be deemed to be other than on account of the earliest installment of such Rent due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installments and to pursue any other remedy provided in this Lease or by law.

ARTICLE 21 NOTICES

21.1 Any notice, approval and other like communication hereunder from Landlord to Tenant or from Tenant to Landlord shall be given in writing and shall be deemed duly served if delivered in person or mailed by registered or certified mail, return receipt requested, first-class, postage prepaid, or delivered by Federal Express or a comparably reliable national air courier service, provided that any such courier service provides written evidence of delivery. Any such notice or communication shall be addressed, if to the Tenant, to the Address of Tenant and, if to the Landlord, at the Address of Landlord with a copy to Property Manager at the Address of Property Manager, or at such other addresses as either party may from time to time designate by written notice to the other.

ARTICLE 22 LANDLORD'S RIGHT TO CURE

22.1 At any time upon not less than ten (10) days prior written notice to Tenant, Landlord may, but need not, cure any failure by Tenant to perform its obligations under this Lease. Whenever Landlord chooses to do so, all costs and expenses incurred by Landlord in curing any such failure, including, without limitation, reasonable attorneys fees together with interest on the amount of costs and expenses so incurred at the annual rate for late Rent described in Section 4.6 above, shall be paid by Tenant. If Tenant refuses or fails to pay such costs and expenses within thirty (30) days after receiving notice from Landlord regarding such costs and expenses, the costs and expenses shall be deemed Additional Rent payable under Article 5.

ARTICLE 23 QUIET ENJOYMENT

23.1 Landlord covenants with Tenant that, so long as Tenant pays the Rent and all other charges provided for herein, Tenant shall peaceably hold and enjoy this Premises during the full term of this Lease and any extension or renewals thereof upon paying the Rent and performing its covenants herein contained, subject only to terms of this Lease and any interest of record to which this Lease may be or become subject and subordinate.

ARTICLE 24 ASSIGNMENT FOR FINANCING

24.1 If, at any time or times, Landlord assigns this Lease or the Rents payable hereunder to the holder of any mortgage or deed of trust on this Premises, this Building or applicable Land, or to any other party for the purpose of securing financing (the holder of any such mortgage or deed of trust and any other such finance party are collectively referred to herein

as the "Financing Party"), whether such assignment is conditional in nature or otherwise, such assignments to the Financing Party shall not be deemed an assumption by the Financing Party of any obligations of Landlord hereunder unless such Financing Party shall, by written notice to Tenant, specifically assume the obligations of the Landlord under this Lease. In furtherance of the foregoing, Tenant hereby agrees to enter into such agreements or instruments as may, from time to time, be requested in confirmation of the foregoing.

ARTICLE 25 PREPARATION OF PREMISES

25.1 Landlord's Work. Landlord shall perform all work in accordance with this Lease and Landlord's obligations set forth in Exhibit "B" in accordance with Landlord's plans and specifications ("Landlord's Work") at Landlord's cost and expense. Landlord shall obtain all certificates and approvals necessary with respect to Landlord's Work; provided, however, if Landlord is unable to obtain any such certificates or approvals with respect to Landlord's Work as a result of the fact that Tenant's Work (as hereinafter defined) has not yet been completed, Tenant shall thereafter be obligated to obtain the same, at its sole cost and expense, as soon as possible. Other than Landlord's Work, all work done by Landlord at Tenant's written request shall be paid for within thirty (30) days after the presentation to Tenant of a bill for such work. Landlord's Work shall be deemed to be "Substantially Complete" when Landlord's architect shall have issued to Tenant a certification in form and content reasonably acceptable to Tenant to the effect that Landlord's Work has been substantially completed in accordance with Exhibit C, except for minor or insubstantial items which, either individually or in the aggregate, do not unreasonably affect Tenant's ability immediately to occupy this Premises and which by their nature can be completed within sixty (60) days. If the Landlord is delayed or interrupted in the completion of the Landlord's Work by reason of: (i) changes made or requested by Tenant; (ii) Tenant's activities on this Property which unreasonably interfere with the progress of construction, or (iii) failure of Tenant to submit or approve drawings, plans and specifications or otherwise respond to requests or inquiries from Landlord within five (5) days after written request from Landlord (all of the delays described in clauses (i) – (iii) are hereinafter collectively referred to as "Tenant Delays") then the date of Substantial Completion shall be deemed to be the date in which Landlord would have delivered this Premises with Landlord's Work if such Tenant Delay had not occurred. All such work shall be done in a good and workmanlike manner and so as to conform to all building codes, ordinances and regulations. Acceptance of possession of this Premises by Tenant shall be conclusive evidence that Landlord's Work to the date of possession has been fully performed in the manner required. Except for Landlord's Work, as defined herein, Tenant hereby accepts the condition of this Premises in its current condition "as-is".

25.2 Tenant's Work. Tenant shall, at its sole cost and expense, construct Tenant's improvements enumerated on Exhibit "B" of this Lease and otherwise necessary to open for business in this Premises ("Tenant's Work") and in accordance with plans and specifications prepared by Tenant and approved in advance and in writing by Landlord ("Tenant's Plans"). Tenant's Work shall be performed (i) by Tenant at Tenant's sole cost and expense, subject to the Tenant Allowance (as hereinafter defined), (ii) in a first class, workman-like manner with first class materials, (iii) in conformance with all building codes, orders and regulations, (iv) by duly qualified or licensed persons, and (v) in accordance with all requirements set forth in this Lease. Landlord hereby agrees to pay to Tenant an amount equal to \$50.00 per GLA of this Premises toward Tenant's hard construction costs for permanent improvements to this Premises (the "Tenant Allowance"), which Tenant Allowance shall in no way be utilized for Tenant's trade fixtures, FF&E, or any architectural costs and expenses. The Tenant Allowance shall be paid to Tenant in two equal installments. The first installment shall be paid to Tenant upon Tenant's completion of fifty

percent (50%) of the Tenant's Work provided that Tenant furnishes to Landlord properly executed final lien waivers from all of the materials suppliers, contractors and subcontractors performing Tenant's Work and such other documentation as may reasonably be required by Landlord or Landlord's lender. The second installment of the Tenant Allowance and the Flooring Allowance shall be paid to Tenant within thirty (30) days after the following conditions have been satisfied: (i) Tenant has completed all of Tenant's Work and is open for business to the public in this Premises, (ii) Tenant has paid the first months Base Rent and Security Deposit, (iii) Tenant furnishes to Landlord properly executed final lien waivers from all of the materials suppliers, contractors and subcontractors performing Tenant's Work and paid invoices for architectural and engineering services, materials, fixtures, and signs purchased by Tenant and installed in or on this Premises and (iv) Tenant provides Landlord with a copy of the final Certificate of Occupancy, if required by local authorities. Any work in excess of the Tenant Allowance and Flooring Allowance shall be performed by the Tenant at its own cost and expense.

Prior to commencement of any of Tenant's Work, Tenant agrees to furnish to Landlord store design drawings, working drawings and specifications with respect to this Premises for approval by Landlord. Landlord's approval of Tenant's plans and specifications shall not constitute the assumption of such items. Notwithstanding anything to the contrary contained herein, Landlord's approval of any plans and specifications submitted by Tenant pursuant to this Section 25.2 or otherwise is not intended and shall not be deemed to constitute a representation, warranty or assurance of any kind that such plans and specifications and Tenant's Work shown thereon comply with any applicable building or zoning codes or that Tenant's Work, as depicted on such plans and specifications, is structurally sound. Tenant shall be solely responsible for causing such compliance and for the quality and structural integrity of any Tenant's Work, and Tenant acknowledges that it is not relying on Landlord or its agents, employees or contractors for the same. Tenant's Work shall include (without limitation) the installation of new interior fixtures and equipment and the stocking of this Premises with suitable merchandise. All work performed by Tenant shall be performed diligently and in a good and workmanlike manner and in compliance with such rules and regulations as Landlord and its representatives may make and in accordance with all applicable laws, ordinances, codes and insurance company requirements. Tenant shall not open this Premises for business until all construction has been completed in accordance with the final plans and specifications as approved by Landlord and a certificate of occupancy has been issued. It is further understood and agreed that (i) Landlord shall have no responsibility or liability whatsoever for any loss to, or damage to, any fixtures, equipment, merchandise or other property belonging to Tenant installed or left in this Premises; and (ii) Tenant's entry upon and occupancy of this Premises prior to the Lease Term Commencement Date shall be governed by and subject to all the provisions, covenants and conditions of this Lease. Tenant shall obtain at its sole cost, and immediately thereafter furnish to Landlord, all certificates and approvals with respect to work done and installations made by Tenant that may be required for the issuance of a certificate of occupancy for this Premises, so that such certificate of occupancy shall be issued and this Premises shall be ready for the opening of Tenant's business on the Lease Term Commencement Date. Unless already obtained by Landlord, upon the issuance of the certificate of occupancy, a copy thereof shall be immediately delivered to Landlord. Promptly upon the completion of Tenant's Work, Tenant shall repair, clean and restore all portions of this Building affected by Tenant's Work to their prior condition.

ARTICLE 26 MISCELLANEOUS

26.1 Entire Agreement. This Lease contains the entire agreement between the parties hereto, and any agreement hereafter or heretofore made shall not operate to change, modify,

terminate, or discharge this Lease in whole or in part unless such agreement is in writing and signed by both Landlord and Tenant. Landlord has made no representations or promises with respect to this Premises except as are herein expressly set forth.

26.2 Binding Effect. This Lease and the covenants and conditions herein contained shall inure to the benefit of and be binding upon Landlord, its successors and assigns, and shall be binding upon Tenant, its successors and assigns, and shall inure to the benefit of Tenant and only such assignees of Tenant as are permitted under Article 9 above.

26.3 Brokers. Tenant and Landlord each represent and warrant to the other that it has dealt with no real estate brokers or salesmen with respect to this Lease other than Landlord and Tenant's Broker, each as identified in Article 1 of this Lease. Each party shall indemnify and hold the other harmless against and from all liabilities arising from any such claims caused or incurred by it (including without limitation, the cost of attorneys' fees in connection therewith) other than fees payable to Landlord and Tenant's Broker which shall be paid by Landlord pursuant to separate agreements.

26.4 Validity and Enforcement of Lease. In the event any provision in this Lease is held invalid by any court of competent jurisdiction, the remaining provisions in this Lease shall be deemed severable and shall remain in full force and effect. Either party may, at its option, in addition to any of the rights given by this indenture, enforce any provision of this Lease in accordance with the laws of the State of Nebraska or of the United States of America governing the relation of Landlord and Tenant, with the same force and effect as though the right to enforce such provision were herein specifically set forth.

26.5 Attorney's Fees. In the event any legal action is necessary or required by either party as a result of the alleged failure of the other party to comply with the terms of this Lease, the non prevailing party shall pay to the prevailing party, in addition to any other relief which may be granted, the prevailing party's costs of litigation, including but not limited to reasonable attorney's fees, travel costs, transcription costs and other expenditures necessitated by the litigation. If the parties cannot agree upon the amount of such costs, they shall request the court to determine the proper amount. This provision shall apply to matters submitted to arbitration as well as to litigation.

26.6 Headings. The section headings appearing herein are for the convenience of the parties only, and do not affect, define, limit, or construe the contents of the various Articles in this Lease.

26.7 Time. Time is of the essence of this Lease and each and all of its provisions in which performance is a factor.

26.8 Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

26.9 Sale of Premises by Landlord. In the event of any sale of this Premises by Landlord, Landlord shall be and is hereby entirely freed and relieved from all liability under any provision contained herein, arising out of any act, occurrence or omission occurring after the consummation of such sale; and the purchaser at such sale or any subsequent sale of this Premises shall be deemed, without any further agreement between the parties or their successors in interest or between the parties and any such purchaser, to have assumed and agreed to carry out any and all of the covenants and obligations of the Landlord under this Lease.

26.10 Gender. It is further understood that if more than one join in the execution hereof, or may be of the feminine, masculine or neuter gender, the pronouns and relative words herein used shall be read and understood as if written in plural, masculine or neuter, respectively.


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

**[Remainder of This Page Intentionally Left Blank.
Signature Page Follows.]**

IN WITNESS WHEREOF, the Landlord and Tenant hereby affirm this Lease as their true act and deed as of the day and year first above written.

LANDLORD

City Centre 2, LLC,
a Nebraska limited liability company

By: 

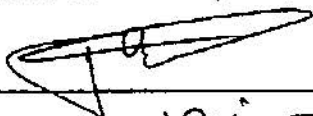
Name: Christopher L. Erickson

Title: Manager

Date: 08/19/2022

TENANT

L'Elle Nail Spa, LLC
a Nebraska limited liability company

By: 

Name: NETHI THAI

Title: MANAGING MEMBER

Date: 08/29/2022

CLP

GUARANTY

In consideration of the execution of the foregoing lease (the "Lease") by the Landlord named therein (the "Landlord"), at the request of the undersigned and on the faith of this guaranty, the undersigned (referred to herein as "Guarantor", whether one or more) hereby unconditionally and irrevocably guarantees unto Landlord the full and timely payment of all rent, additional rent, and all other charges, expenses and costs of every kind and nature under this Lease and the performance of all of the covenants and obligations of the Tenant (the "Tenant") under this Lease. This is a continuing guaranty of payment and performance and not of collection, and is in no way conditional or contingent. Guarantor hereby indemnifies and agrees to hold Landlord harmless from and against all liabilities, obligations, losses, damages, costs and expenses, including but not limited to reasonable attorneys' fees, incurred by Landlord in enforcing the obligations of the Tenant under the Lease or incurred in enforcing this guaranty.

Guarantor hereby waives notice of any default on the part of the Tenant under this Lease, and Guarantor agrees that the liability of Guarantor under this guaranty shall not be released or affected by any extension of time for payment or by any forbearance, waiver, or consent given or granted by Landlord or by any modifications, extensions or amendments of this Lease. Guarantor agrees that Landlord may settle or compromise any claims which Landlord may have against the Tenant under this Lease without notice to Guarantor and without thereby releasing Guarantor from any obligations under this guaranty or limiting or impairing the liability of Guarantor under this guaranty. Guarantor waives notice of acceptance of this guaranty, presentment, protest, notice of protest, all demands for performance and all notices of non-performance that might otherwise be a condition precedent to the liability of Guarantor hereunder. The general waiver of suretyship defenses contained herein shall be applicable to all obligations undertaken herein. Without limiting the generality of the foregoing, Guarantor agrees (a) that the liability of Guarantor under this guaranty is primary, (b) that Landlord, at its option, may proceed to enforce the obligations of Guarantor under this guaranty without having commenced any action or obtained any judgment against the Tenant under this Lease or without having first attempted to collect from or secure performance by the Tenant, (c) that the liability of Guarantor under this guaranty shall not be affected, limited, impaired, released, or discharged by any bankruptcy, receivership, insolvency, or other creditor proceedings involving the Tenant or by the rejection or disaffirmance of the Lease in any such proceedings, (d) that the liability of Guarantor shall not be affected by any repossession of the premises covered by this Lease, (e) that no action brought under this guaranty and no recovery in pursuance thereof shall be a bar or defense to any further action which may be brought under this guaranty by reason of any further default(s) hereunder or in the performance and observance of the terms, covenants and conditions of this Lease, and (f) to submit to the jurisdiction of the courts of the state where the premises covered by this Lease is located with respect to the enforcement of this guaranty and does hereby appoint Landlord or at Landlord's election, Landlord's attorney, as Guaranty's agent for service or process in such state. Landlord's consent to any assignment by the Tenant of the Tenant's interest in this Lease or subletting of any interest in this premises covered by this Lease shall not release or impair the liability of Guarantor under this guaranty.

This guaranty shall remain in full force and effect notwithstanding such consent to assignment or subletting and during any extension of the term of this Lease. Notwithstanding the satisfaction by Guarantor of any liability hereunder, Guarantor shall not have any right of subrogation, contribution, reimbursement or indemnity whatsoever or any right of recourse to or with respect to the assets or property of Tenant. In connection with the foregoing, Guaranty expressly waives any and all rights of subrogation to Landlord against Tenant and any rights to enforce any remedy which Landlord may have against Tenant. Guarantor agrees that any and

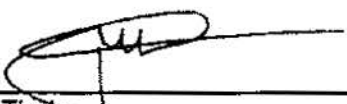
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all claims of the Guarantor against the Tenant shall be subordinate and subject in right of payment to the prior, **irrevocable** payment and performance of all of Tenant's obligations under this Lease.

Guarantor represents and warrants to Landlord that the execution, delivery and performance of this Guaranty are duly authorized and this guaranty is a valid and legally binding obligation of Guarantor, enforceable in accordance with its terms. This guaranty shall be binding upon the heirs, personal representatives, successors, and assigns of the undersigned and shall inure to the benefit of the successors and assigns of Landlord. If this guaranty is executed by more than one party, then the obligations and liabilities of the undersigned under this guaranty shall be joint and several in all respects.

GUARANTOR, TO THE FULL EXTENT PERMITTED BY LAW, HEREBY KNOWINGLY, INTENTIONALLY AND VOLUNTARILY, WAIVES, RELINQUISHES, AND FOREVER FORGOES: (1) THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO THIS GUARANTY OR ANY CONDUCT, ACT OR OMISSION OF LANDLORD OR GUARANTOR, OR ANY PERSONS AFFILIATED WITH LANDLORD OR GUARANTOR, IN EACH OF THE FOREGOING CASES, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE; AND (2) ANY AND ALL DEFENSES, CLAIMS AND DISCHARGES OF TENANT OR GUARANTOR PERTAINING TO THE OBLIGATIONS HEREUNDER, EXCEPT THE DEFENSE OF DISCHARGE OF THE OBLIGATION, INCLUDING WITHOUT LIMITATION, ANY DEFENSE, WAIVER, RELEASE, DISCHARGE IN BANKRUPTCY, STATUTE OF LIMITATIONS, RES JUDICATA, STATUTE OF FRAUDS, ANTI-DEFICIENCY STATUTE, FRAUD, INCAPACITY, MINORITY, ILLEGALITY OR UNENFORCEABILITY WHICH MAY BE AVAILABLE TO GUARANTOR OR ANY OTHER PERSON LIABLE IN RESPECT OF ANY OBLIGATION HEREUNDER, OR ANY SETOFF AVAILABLE AGAINST LANDLORD TO TENANT OR ANY OTHER PERSON. **By execution of this guaranty, the undersigned Guarantor acknowledges receipt of a copy of this Lease to which this guaranty is annexed and to which this guaranty applies.**

IN WITNESS WHEREOF, the undersigned have (has) executed this Guaranty this 29th day of AUGUST, 2022.



Nghi Thai



Vinh Phan



Amanda Thai

FFE=1131.75

48'-6 3/4"

Waxing

18'-7 1/4"

Available

62'-2 1/4"

48'-8"

800+BLK



EXHIBIT "A"

Depiction of Premises

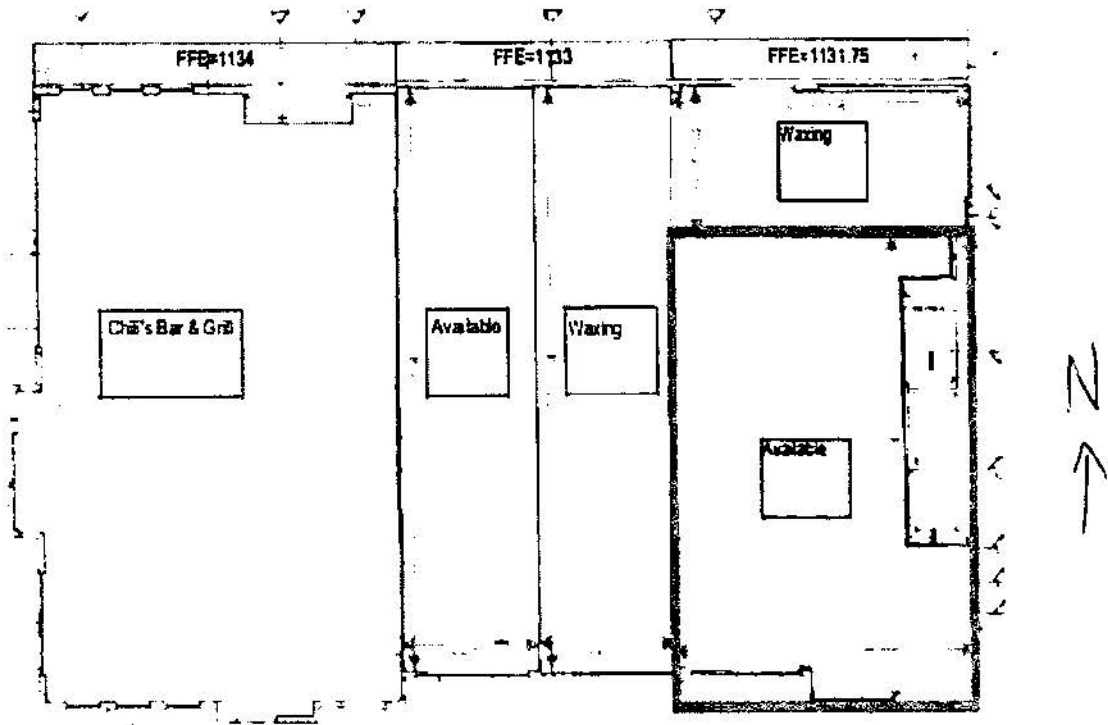


EXHIBIT "B"

Work Letter

The following work shall be done for or by the Landlord as part of Landlord's Work, except as otherwise specified:

STRUCTURE:

- Building structure/shell of steel, concrete and/or masonry construction or combination thereof
- Exterior walls made of noncombustible construction and a glass storefront as designed by Landlord's architect.
- ADA compliant entrance door(s) with standard hardware
- Rear exit/delivery door with standard hardware
- Exposed unpainted ceiling

PARKING, WALKS, LANDSCAPING, COMMON AREA:

- Common areas surrounding site and all construction by Landlord shall comply with all applicable ADA and related state and local regulations
- All parking areas shall be hard surfaced with ingress, egress, and parking as required to meet all applicable codes
- Sidewalk shall be surfaced with concrete, brick, or other hard material
- Parking areas and walks shall be provided with lighting
- Common areas landscaped and irrigated
- Locking shared trash enclosure, with drains/washout as required by code

FLOORS AND WALLS:

- Demising walls on two sides of the leased premises complete with framing, insulation, sheetrock, taped, sanded and ready for application of Tenant's finishes. Wall shall be constructed to meet fire rating as required by local codes.

UTILITIES:

- Electric: Separately metered electrical service with distribution panel(s) in the space. One electrical panel equal to 200 amps is provided, and Tenant is responsible for providing all additional branch circuits and circuit breakers as required.
- Water: 1.5" valved and capped cold-water pipe stubbed into leased premises
- Sewer: 8" sanitary main running under the leased premises
- Gas: Gas main and natural gas connection with meter stubbed into leased premises
- Tenant is responsible for distribution within the space of all utilities

HVAC:

- Provide and install HVAC system sized appropriately for the space, with all required structural support and roof penetrations, with single drop into leased premises. Tenant is responsible for distribution ductwork, supply, and return.

RESTROOMS:

- Provide plumbing rough-in for ADA restroom(s) as required by code in locations mutually agreed upon as part of Tenant's plans and specifications.

FIRE SUPPRESSION SYSTEM:

- A basic fire sprinkler system with a basic distribution system to cover shell pursuant to Landlord's plans and specifications; Tenant shall be responsible for any necessary modifications to accommodate specific use of the space at Tenant's sole expense.

GENERAL:

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- Landlord shall have the right to run roof drainage lines, utility lines, pipes, conduits, duct work and/or component parts of all mechanical and electrical systems where necessary or desirable through attic space, column space or other parts of the leased premises, to repair, alter, replace, or remove the same and to require Tenant to install and maintain proper access panels thereto.

TENANT'S WORK:

All work required to complete and place the leased premises in finished condition for opening of business, except that worked described in Landlord's Work, is to be completed by Tenant, at Tenant's expense.

Landlord reserves the right to require reasonable changes in Tenant's work, when necessary, by reason of code requirements or directives of governmental authorities having jurisdiction over the leased premises.

All work done by Tenant shall be governed in all respects by, and shall be subject to the following:

(a) Tenant agrees not to commence Tenant's Work until Tenant has secured Landlord's written approval of the plans and specifications required to be submitted by Tenant to Landlord. The schematic design of the tenant space should be sent to Landlord for layout approval. Landlord's approval of Tenant's plans and specifications shall not constitute the assumption of such items. Notwithstanding anything to the contrary contained herein, Landlord's approval of any plans and specifications submitted by Tenant is not intended and shall not be deemed to constitute a representation, warranty, or assurance of any kind that such plans and specifications and Tenant's Work shown thereon comply with any applicable building or zoning codes or that Tenant's Work, as depicted on such plans and specifications, is structurally sound. Tenant shall be solely responsible for causing such compliance and for the quality and structural integrity of any Tenant's Work, and Tenant acknowledges that it is not relying on Landlord or its agents, employees, or contractors for the same. Landlord agrees to notify Tenant in advance of the day when Tenant must commence Tenant's Work and Tenant agrees that Landlord may require Tenant, subject to such notice, to commence Tenant's Work before Landlord's Work has been fully completed, provided that the leased premises and the building of which the leased premises are completed to the extent that is practicable for Tenant to commence Tenant's Work. Tenant Work must be coordinated with the work being done by the Landlord and/or other tenants of Landlord to such a degree that such work will not interfere with or delay the completion of work by Landlord and/or other tenants of Landlord. The performance of Tenant's Work shall cause no interference whatsoever with the completion of Landlord's Work in the leased premises or in the remainder of La Vista City Centre. Notwithstanding anything in this Lease to the contrary, Tenant shall not be required to post any payment or performance bonds or security to pay for any plan review charges, engineering review charges, barricade fees, signage fees or other construction related charges imposed by Landlord.

(b) Tenant's Work shall be performed in a first-class workmanlike manner and shall be in good and usable condition at the date of completion thereof. Tenant shall require any such party to be responsible for the replacement or repair without additional charge of any and all work done or furnished by or through such party, which shall become defective within one (1) year after substantial completion of Work. The correction of such Work shall include without additional charge, all expenses and damages in connection with such removal, replacement, or repair of any materials or workmanship on or with respect to Tenant's Work shall be contained in the contract or subcontract which shall be so written that such guarantees or warranties shall inure to the benefit of both Landlord and Tenant as their respective interests appear, and can be directly enforced by either. Tenant covenants and agrees to give Landlord any assignment or other assurances necessary to affect the same. Promptly upon the completion of Tenant's Work, Tenant shall repair, clean and restore all portions of this Building affected by Tenant's Work to their prior condition.

(c) **Compliance with laws:** All Tenant's Work shall conform to applicable statutes ordinances, regulations, codes, and the requirements of Landlord's fire underwriter. Tenant shall obtain and convey to Landlord all approvals with respect to electrical, gas, water heating, and cooling, and telephone work, all as may be required by the utility company supplying the service.

(d) **Insurance:** Prior to commencement of Tenant's Work and until completion thereof, or commencement of the lease term, whichever is the last to occur, Tenant shall effect and maintain and provide certificates for insurance policies of Builder's Risk Insurance covering Landlord, Landlord's agents and beneficiaries, Landlord's architect, Landlord's general contractor, Tenant and Tenant's contractors, as their interest may appear, against loss or damage by fire, vandalism and malicious mischief and such other risks as are customarily covered by a so-called "extended coverage endorsement" upon all Tenant's Work in place and all materials stored at the site of Tenant's Work and all materials, equipment, supplies and temporary structures of all kinds incident to Tenant's Work and builder's machinery, tools and equipment, all while forming a part or contained in, such improvements or temporary structures, while on the leased premises or within 100 feet thereof, or when adjacent thereto while on malls, drives, sidewalks, streets or alleys, all to the full insurable value thereof at all times. In addition, Tenant agrees to require all contractors and subcontractors' certificates evidencing the existence of such policies prior to the commencement of Tenant's Work and until Completion thereof.

(e) Tenant shall have an affirmative obligation to design this Premises and prepare the plans and specifications for Tenant's Work in such a manner as to avoid excessive noise, odor or other disturbances to the other tenants or invitees of this Building during the performance of the work or thereafter as a result of the design or layout of this Premises or the uses of tenant within this Premises.

EXHIBIT "C"

Rules and Regulations

1. Landlord may from time to time adopt appropriate systems and procedures for the security or safety of this Building, any persons occupying, using or entering this Building, or any equipment, finishings or contents of this Building, and Tenant will comply with Landlord's reasonable requirements relative to such systems and procedures.

2. The sidewalks, halls, passages, exits, entrances, elevators and stairways of this Building will not be obstructed by Tenant or used by Tenant for any purpose other than for ingress and egress from this Premises. The halls, passages, exits, entrances, elevators, escalators and stairways are not for the general public, and Landlord will in all cases retain the right to control and prevent access to such halls, passages, exits, entrances, elevators and stairways of all persons whose presence in the judgment of Landlord would be prejudicial to the safety, character, reputation and interests of this Building and its occupants; provided that nothing contained in these Rules and Regulations will be construed to prevent such access to persons with whom any tenant normally deals in the ordinary course of its business, unless such persons are engaged in illegal activities. Landlord reserves the right to exclude or expel from this Building any person who, in the judgment of Landlord, is intoxicated or under the influence of liquor or drugs or who in any way violates these Rules and Regulations. Neither Tenant nor any employee or invitee of Tenant will go upon the roof of this Building.

3. No sign, placard, picture, name, advertisement or notice visible from the exterior of this Premises will be inscribed, painted, affixed or otherwise displayed by Tenant on any part of this Building or this Premises without the prior written consent of Landlord. Tenant shall not place or erect any signs or other devices upon any of the Common Areas without Landlord Approval. Landlord will adopt and furnish to Tenant general guidelines relating to signs inside this Building and Tenant agrees to conform to such guidelines. All approved signs or lettering on doors will be printed, painted, affixed or inscribed at the expense of Tenant by a person approved by Landlord. Any damage to this Premises which may be caused by the removal of any of Tenant's signs or trade fixtures shall be repaired by Tenant at Tenant's expense upon removal of such signs or trade fixtures. Other than draperies expressly permitted by Landlord and Building standard window coverings, material visible from outside this Building will not be permitted. In the event of the violation of this paragraph by Tenant, Landlord may remove the violating items without any liability, and may charge the expense incurred by such removal to Tenant.

4. Other than draperies expressly permitted by Landlord and Building standard window coverings, no curtains, draperies, blinds, shutters, shades, screens or other coverings, hangings or decorations will be attached to, hung or placed in, or used in connection with any window of this Building or this Premises. Tenant shall cooperate with Landlord to obtain the efficient operation of heating, air conditioning, ventilating, electrical, fire safety and lighting systems in this Building and shall not tamper with or change the setting of any thermostats or temperature control valves in this Building.

5. The sashes, sash doors, skylights, windows, heating, ventilating and air conditioning vents and doors that reflect or admit light and air into the halls, passageways or other public places in this Building will not be covered or obstructed by Tenant, nor will any bottles, parcels or other articles be placed on any window sills.

6. No show cases or other articles will be put in front of or affixed to any part of the exterior of this Building, nor placed in the public halls, corridors or vestibules without the prior written consent of Landlord.

7. Tenant will not permit this Premises to be used for lodging or sleeping or for any immoral or illegal purpose. Tenant will not use or permit the use of this Premises in any manner which involves the unusual risk of injury to any person. Tenant will not engage or pay any non-salaried employees on this Premises, except those actually working for Tenant within this Premises. Tenant will not advertise for laborers giving an address at this Building. No cooking will be done or permitted by Tenant within this Premises, except in area of this Premises which are specifically constructed for cooking and except that use by Tenant of equipment for microwave cooking, brewing coffee, tea, hot chocolate and similar beverages will be permitted, provided that such use is in accordance with all applicable federal, state and city laws, codes, ordinances, rules and regulations.

8. Tenant will not employ any person or persons other than the cleaning service of Landlord for the purpose of cleaning this Premises, unless otherwise agreed to by Landlord in writing. Except with the written consent of Landlord, no person or persons other than those approved by Landlord will be permitted to enter this Building for the purpose of cleaning it. Tenant will not cause any unnecessary labor by reason of Tenant's carelessness or indifference in the preservation of good order and cleanliness. Should Tenant's actions result in any increased expense for any required cleaning, Landlord reserves the right to assess Tenant for such expenses. Janitorial service will not be furnished on nights to offices which are occupied after Business Hours on those nights unless, by prior written agreement of Landlord and Tenant, service is extended to a later hour for specifically designated offices.

9. Tenant shall not use the toilet rooms, toilets, urinals, wash bowls and other plumbing fixtures for any purpose other than those for which they are constructed, and no sweepings, rubbish, rags or other foreign substances will be thrown in such plumbing fixtures. All damages resulting from any misuse of the fixtures will be borne by Tenant.

10. Tenant will not in any way deface any part of this Premises or this Building. Tenant shall not mark, paint or drill into any part of this Premises or this Building without the prior written consent of Landlord, in its sole discretion. Without the prior written consent of Landlord, Tenant will not lay linoleum, or other similar floor covering, so that the same will come in direct contact with the floor of this Premises, and, if linoleum or other similar floor covering is desired to be used, an interlining of builder's deadening felt will be first affixed to the floor, by a paste or other material, soluble in water, the use of cement or other similar adhesive material being expressly prohibited. In those portions of this Premises where carpet has been provided directly or indirectly by Landlord, Tenant will at its own expense install and maintain pads to protect the carpet under all furniture casters other than carpet casters.

11. Tenant will not alter, change, replace or re-key any lock or install a new lock or a knocker on any door of this Premises without the prior written consent of Landlord. Landlord, its agents or employees, will retain a pass (master) key to all door locks in this Premises. Any new door locks required by Tenant or any change in keying of existing locks will be installed or changed by Landlord following Tenant's written request to Landlord and will be at Tenant's expense. All new locks and re-keyed locks will remain operable by Landlord's pass (master) key. Landlord will have the right to collect a reasonable charge for additional keys and access cards, if any, requested by Tenant. Tenant, upon termination of its tenancy, will deliver to Landlord all keys and access cards, if any, for this Premises and this Building which have been furnished to Tenant.

12. Landlord will have the right to prescribe the weight, size and position of all equipment, materials, furniture or other property brought into this Building. Heavy objects will, if considered necessary by Landlord, stand on wood strips of such thickness as is necessary to properly distribute the weight. Landlord shall prescribe the weight, size and position of all safes used in this Building and all safes shall be installed in the manner designated by Landlord. Landlord will not be responsible for loss of or damage to any property of Tenant from any cause, and all damage done to this Building by moving or maintaining such property will be repaired at the expense of Tenant. Landlord reserves the right to inspect all such property to be brought into this Building and to exclude from this Building all such property which violates any of these Rules and Regulations or the Lease. Supplies, goods, materials, packages, furniture and all other items of every kind delivered to or taken from this Premises will be delivered or removed through the entrance and route designated by Landlord, and Landlord will not be responsible for the loss or damage of any such property.

13. Tenant will not use or keep in this Premises or this Building any kerosene, gasoline or inflammable or combustible or explosive fluid or material or chemical substance other than limited quantities of such materials or substances reasonably necessary for the operation or maintenance of office equipment or limited quantities of cleaning fluids and solvents required in Tenant's normal operations in this Premises. Without Landlord's prior written approval, Tenant will not use any method of heating or air conditioning other than that supplied by Landlord. Tenant will not use or keep or permit to be used or kept any foul or noxious gas or substance in this Premises, or permit or suffer this Premises to be occupied or used in a manner offensive or objectionable to Landlord or other occupants or invitees of this Building by reason of noise, odors or vibrations, or interfere in any way with other occupants or invitees or those having business in this Building. Tenant will not be permitted to place or install any object (including, without limitation, radio and television antenna, loud speakers, sound amplifiers, microwave dishes, solar devices, or similar devices) on the exterior of this Building or on the roof of this Building.

14. Landlord will have the right, exercisable upon sixty (60) days prior notice and without liability to Tenant, to change the name and/or street address of this Building; provided in the event any such change shall be required by any governmental authority, Landlord shall only be required to give written notice of such change to Tenant promptly after Landlord learns of such requirement.

15. Landlord will have the right to prohibit any advertising by Tenant mentioning this Building which, in Landlord's reasonable opinion, tends to impair the reputation of this Building or its desirability as a building for commercial office/retail uses, and upon written notice from Landlord, Tenant will refrain from or discontinue such advertising.

16. Tenant will not bring any animals or birds into this Building and will not permit bicycles or other vehicles inside or on the sidewalks outside this Building except in those areas, if any, designated from time to time by Landlord for such purposes.

17. All persons entering or leaving this Building between the hours of 6 p.m. and 7 a.m. Monday through Friday, and at all hours on Saturdays, Sundays and holidays will comply with such off-hour regulations as Landlord may establish and modify from time to time.

18. Tenant will store all its trash and garbage within its Premises. No material will be placed in the trash boxes or receptacles if such material is of such nature that it may not be disposed of in the ordinary and customary manner of removing and disposing of trash and garbage without being in violation of any law or ordinance governing such disposal. All garbage

and refuse disposal will be made only through entryways and elevators provided for such purposes and at such times as Landlord designates. Removal of any furniture or furnishings, large equipment, packing crates, packing materials and boxes will be the responsibility of Tenant and such items may not be disposed of in this Building trash receptacles. No furniture, appliances, equipment or flammable products of any type may be disposed of in this Building trash receptacles.

19. Canvassing, peddling, soliciting, and distribution of handbills or any other written materials in this Building are prohibited, and Tenant will cooperate to prevent the same.

20. Intentionally omitted.

21. Tenant will see that the doors of the Premises are closed and locked and that all water faucets, water apparatus and utilities are shut off before Tenant or Tenant's employees leave this Premises, so as to prevent waste or damage, and for any default or carelessness in this regard Tenant will make good all injuries by Landlord sustained by other occupants of this Building.

22. Tenant will not conduct itself in any manner which is inconsistent with the character of this Building or which will impair the comfort and convenience of other occupants or other invitees in this Building.

23. The smoking or carrying of lit cigarettes, pipes, cigars or other smoking materials shall be prohibited within this Premises, the Building, restrooms, mechanical rooms, janitors closets and all similar space within this Building, and except where Landlord has established smoking area(s) outside this Building, if any, on any sidewalks, walkways, entrances, exits, plazas, balconies or similar areas outside this Building. Landlord shall have the right to fine Tenant for each violation of this prohibition by employees of Tenant.

24. No act or thing done or omitted to be done by Landlord or Landlord's agent during the term of this Lease in connection with the enforcement of these Rules and Regulations will constitute an eviction by Landlord of Tenant nor will it be deemed an acceptance of surrender of this Premises by Tenant, and no agreement to accept such termination or surrender will be valid unless in a writing signed by Landlord. The delivery of keys to any employee or agent of Landlord will not operate as a termination of this Lease or a surrender of this Premises unless such delivery of keys is done in connection with a written instrument executed by Landlord approving the termination or surrender.

25. Landlord may waive any one or more of these Rules and Regulations for the benefit of Tenant, but no such waiver by Landlord will be construed as a waiver of such Rules and Regulations in favor of any other tenant or tenants, if applicable, nor prevent Landlord from enforcing any such Rules and Regulations against any or all of the Tenants of this Building, if applicable, after such waiver. In these Rules or Regulations, Tenant includes the employees, agents, invitees and licensees of Tenant and others permitted by Tenant to use or occupy the Premises. Banners, Flags, and Pennants. Tenant may only display any banners, flags, or pennants (i) with the prior written consent of Landlord and the City of La Vista and (ii) if such banners, flags, and pennants are in compliance with all applicable laws.

THE LAW OFFICE OF DUC TRAN

10685 Bedford Ave Suite 114

Omaha, Nebraska 68134

Phone: (402) 953-0048

Fax: (815) 572-9426

Email: duc@ductranlaw.com

Web: www.ductranlaw.com

Nebraska Liquor Control Commission
301 Centennial Mall South
PO Box 95046
Lincoln, Nebraska 68509-5046

May 18, 2023

RE: T L'Elle Nail Spa, LLC d/b/a L'Elle Nail Spa
Liquor License Application

Dear Sir/Madam,

This office represents the above applicant in its application for a new Nebraska Class I – On Sale Only Retail Liquor License.

The Application fee has been paid through PayPort. The LLC has four (4) members, each holding 25% or less interest in the company. All LLC members and their spouses are listed on Form 102. The spouses have executed the Spousal Affidavit of Non Participating Insert on Forms 116.

The manager of the company is Vinh Phan, who has signed the Manager Application Insert – Form 3c of Form 103. The manager is a United States citizen and a resident of Nebraska. The manager has submitted his fingerprints to the Nebraska State Patrol. A copy of the manager's proof of US citizenship, Nebraska driver's license, and voter's registration record are enclosed.

The Manager has completed the Nebraska Server/Seller Certification. Copy of Certificate of Completion is enclosed.

The following signed forms and copies of supporting documents are submitted in this packet: Form 100, Form 102, Form 103, Form 147, Forms 116, LLC Certificate of Organization, Premises Diagram, Liquor License Exam Certificate, Business Plan, Business Lease.

Respectfully Submitted,



Duc Tran
Attorney at Law
Nebraska State Bar #23248