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RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA RECOMMENDING TO THE NEBRASKA LIQUOR CONTROL COMMISSION, APPROVAL OF THE CLASS I LIQUOR LICENSE APPLICATION FOR ANDY NGUYEN DBA BAMBOO NAIL SPA, 7826 S 123RD PLAZA, LA VISTA, SARPY COUNTY, NEBRASKA.

WHEREAS, Andy Nguyen dba Bamboo Nail Spa, 7826 S 123rd Plaza, La Vista, Sarpy County, Nebraska, has applied to the Nebraska Liquor Control Commission for a Class I Liquor License, and

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, hereby recommend to the Nebraska Liquor Control Commission approval of the Class I Liquor License application submitted by Andy Nguyen dba Bamboo Nail Spa, 7826 S 123rd Plaza, La Vista, Sarpy County, Nebraska.

PASSED AND APPROVED THIS 3RD DAY OF AUGUST, 2015.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

**APPLICATION FOR LIQUOR LICENSE
RETAIL**

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

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**NEBRASKA LIQUOR
CONTROL COMMISSION**



RETAIL LICENSE(S)

Application Fee \$400 (non refundable)

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

- ☐ 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



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



Name _____ Phone number: _____

Firm Name _____

Trade Name (doing business as) Bamboo Nail Spa
Street Address #1 7826 S. 123rd Plaza
Street Address #2 suite A-B
City Omaha La Vista County Douglas Zip Code 68128
Premises Telephone number 402 885 7500
Business e-mail address Bamboonailomaha@gmail.com

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

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

JUL 9 2015

Name Andy Nguyen NEBRASKA LIQUOR

Street Address #1 4901 N 16th St. CONTROL COMMISSION

Street Address #2

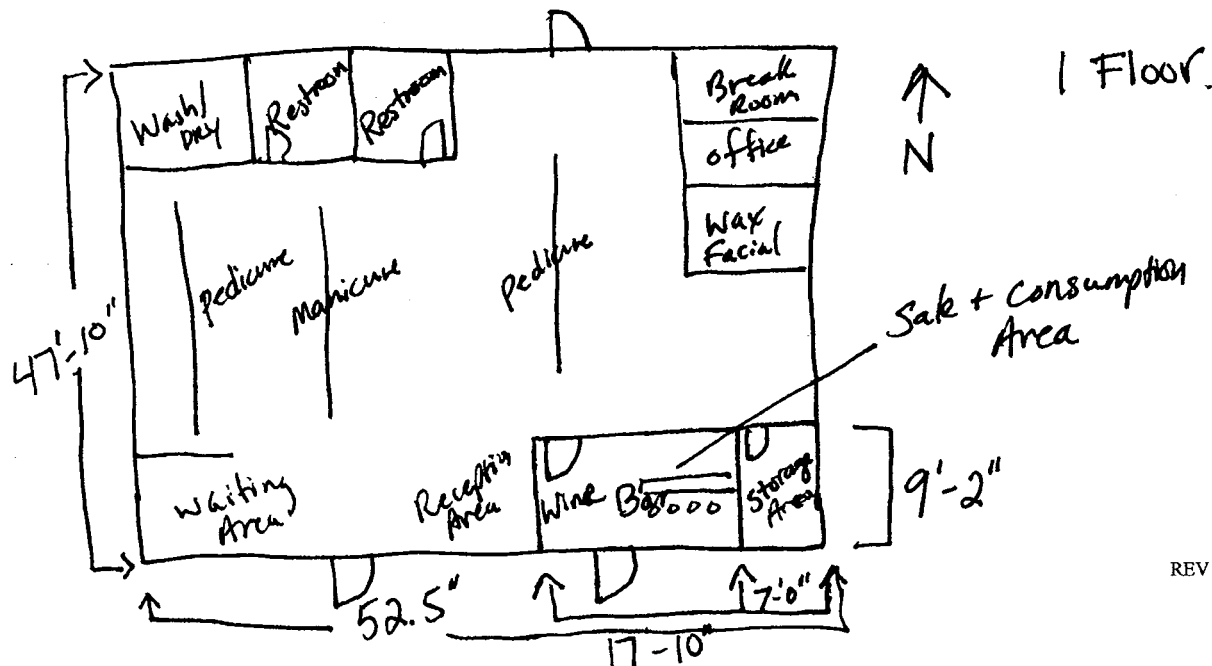
City Lincoln State NE Zip Code 68521

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 52.5" x width 47'-10" in feet Licensed Area 24'-10" x 9'-2"
Is there a basement? Yes ☐ No ☒ If yes, length x width in feet
Is there an outdoor area? Yes ☐ No ☒ If yes, length x width in feet
Wine Bar + Storage Area

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



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
Andy T Nguyen	05/2013	Sarpy County/NE	Accident speeding	Citation
Andy T Nguyen	09/2012	Sarpy/NE	Speeding Ticket	Citation
Andy T Nguyen	08/2011	Lancaster County/NE	License plate not shown	Warning / need to be done.
Kim chuc T Nguyen	10/2013	Sarpy County NE	Speeding	Citation
Andy T Nguyen	8/2010	Lancaster NE	Speeding	Citation
Andy T Nguyen	7/2006	Lancaster NE	Speeding	Citation

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

☐ YES ☒ NO

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

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

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

☐ YES ☒ NO

If yes, give name and license number _____

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CONTROL COMMISSION**

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

☐ YES ☒ NO

If yes:

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

Continue information of offences.

Andy Nguyen	8/2005	NE/south Dakota	Speeding Ticket	Citation
Andy Nguyen	7/2004	Lancaster/ Lincoln	Accident	Citation/ class
Andy Nguyen	3/2002	Lancaster/ Lincoln	Speeding ticked	citation
Andy Nguyen	4/2000	Lancaster Lincoln	Accident	Citation

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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) US Bank

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

☐ YES ☒ NO

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

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No silent partners

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

☐ YES ☒ NO

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

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

☐ YES ☒ NO

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

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

☐ YES ☒ NO

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

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

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

US Bank - Andy T Nguyen, Kimchuc T Nguyen

11. List all past and present liquor licenses held in Nebraska or any other state by any person named in this application. Include license holder name, location of license and license number. Also list reason for termination of any license(s) previously held.

N/A

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

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

NLCC certified training program completed:

Need training

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
<i>N/A</i>		

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

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Applicant Name/Job Title	Date of Employment:	Name & Location of Business

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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 *June, 2030*
☐ Deed
☐ Purchase Agreement

14. When do you intend to open for business? *1/2/2016*

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

16. What are the anticipated hours of operation? *M-F 10-7pm Sat 9-6pm Sun 12-5pm*

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


APPLICANT: CITY & STATE	YEAR		SPOUSE: CITY & STATE	YEAR	
	FROM	TO		FROM	TO
<i>Andy Nguyen Lincoln, NE</i>	<i>2000</i>	<i>2011</i>	<i>Kim Chuc T Nguyen Lincoln, NE</i>	<i>2010</i>	<i>2012</i>
<i>Andy Nguyen Lincoln, NE</i>	<i>2012</i>	<i>2013</i>	<i>Kim Chuc T Nguyen Lincoln, NE</i>	<i>2012</i>	<i>2013</i>
<i>Andy Nguyen Lincoln, NE</i>	<i>2014</i>	<i>2015</i>	<i>Kim Chuc T Nguyen Lincoln, NE</i>	<i>2014</i>	<i>2015</i>

If necessary attach a separate sheet.

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

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

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



Signature of Applicant



Signature of Spouse

Andy T Nguyen

Print Name

KIM CHUC T NGUYEN

Print Name

Signature of Applicant

Signature of Spouse

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Print Name

Print Name JUL 9 2015

NEBRASKA LIQUOR
CONTROL COMMISSION

ACKNOWLEDGEMENT

State of Nebraska
County of Nebraska

The foregoing instrument was acknowledged before me this

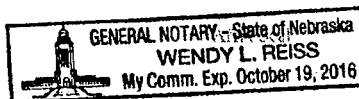
July 9, 2015
date
Wendy L. Reiss

by

Wendy L. Reiss

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
INDIVIDUAL
INSERT – FORM 1**

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

Office Use

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Individual applicants, including spouse, are required to adhere to the following requirements

- 1) **Must be a citizen of the United States**
- 2) **Must be a Nebraska resident (Chapter 2 – 006)**
- 3) **Must provide a copy of their certified birth certificate, INS papers or US Passport**
- 4) **Fingerprints are required. See Form 147 for further information, this form MUST be included with your application**
- 5) **Must sign the signature page of the Application for License form**
- 6) **Applicant may be required to take a training course**
- 7) **Be a registered voter in the State of Nebraska, include a copy of voter registration card with application**

Name of the individual applying for a liquor license: _____

Last Name: NGUYEN

First Name: ANDY MI: THANH

Home Address: 4901 N 16th Street City: Lincoln Zip Code: 68521

Social Security Number: _____ Date of Birth: 1/6/1983

Home Telephone Number: (402) 590-6663

Driver's License Number: H State: NEBRASKA

Name of the spouse applying for a liquor license: _____
Date of birth: _____

☒ YES

☐ NO

If yes, provide your spouse's information below

Spouses Last Name: NGUYEN

Spouses First Name: KIM CHUC MI: THI

Social Security Number: _____ Date of Birth: 8/12/1987

Driver's License Number: _____ State: NEBRASKA

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

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

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DATE RECEIVED JUL 9 2015	
NEBRASKA LIQUOR CONTROL COMMISSION	
Office Use Only	
Class: _____	License #: _____

Applicant Name: Andy Thanh Nguyen
(Corporation, LLC, Partnership or Individual)

Trade Name: Bamboo Nail Spa
(Doing Business As)

(402) 590-6663
Phone Number

Nguyen - Andy 83@yahoo.com
Contact E-mail Address

DIRECTIONS FOR SUBMITTING FINGERPRINTS AND FEE PAYMENTS:

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

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

1. Name: Andy Thanh Nguyen Title: Owner
How was payment made to NSP? ☐ NSP PAYPORT ☒ CHECK SENT TO NSP

2. Name: Kim Chuc Thi Nguyen Title: Spouse
How was payment made to NSP? ☐ NSP PAYPORT ☒ CHECK SENT TO NSP

3. Name: _____ Title: _____
How was payment made to NSP? ☐ NSP PAYPORT ☐ CHECK SENT TO NSP

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4. Name: _____ Title: _____
How was payment made to NSP? ☐ NSP PAYPORT ☐ CHECK SENT TO NSP

NEBRASKA LIQUOR

CONTROL COMMISSION

5. Name: _____ Title: _____
How was payment made to NSP? ☐ NSP PAYPORT ☐ CHECK SENT TO NSP


6. Name: _____ Title: _____
How was payment made to NSP? ☐ NSP PAYPORT ☐ CHECK SENT TO NSP

7. Name: _____ Title: _____
How was payment made to NSP? ☐ NSP PAYPORT ☐ CHECK SENT TO NSP

8. Name: _____ Title: _____
How was payment made to NSP? ☐ NSP PAYPORT ☐ CHECK SENT TO NSP

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

Name (Print): Andy Nguyen Title: Owner

Signature:  Date: 7/9/15

SPOUSAL AFFIDAVIT OF NON PARTICIPATION INSERT

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

Office Use

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

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

Kim Chuc T Nguyen
Printed name of spouse asking for waiver

State of Nebraska

County of Lancaster

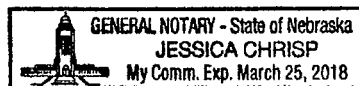
9th day of July 2015
date

[Signature]
Notary Public signature

The foregoing instrument was acknowledged before me this

by Kim Chuc T Nguyen
name of person acknowledged

Affix Seal



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

x [Signature]
Signature of individual involved with application
(Spouse of individual listed above)

Andy T Nguyen
Printed name of applying individual

State of Nebraska

County of Lancaster

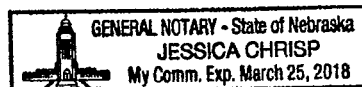
9th day of July 2015
date

[Signature]
Notary Public signature

The foregoing instrument was acknowledged before me this

by Andy T Nguyen
name of person acknowledged

Affix Seal



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.

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NEBRASKA LIQUOR
CONTROL COMMISSION
LEASE

THIS LEASE, made the 16 day of June, 2015, by and between FANTASY'S INC, a Nebraska corporation (hereinafter called "Landlord"); and ANDY NGUYEN DBA BAMBOO NAIL SALON, (hereinafter called "Tenant");

WITNESSETH:

1. **PREMISES**

The Landlord, for and in consideration of the rents, covenants, agreements and stipulations hereinafter mentioned, reserved, and contained, to be paid, kept and performed by the Tenant, has leased and rented, and by these presents does lease and rent, unto the said Tenant, and said Tenant hereby agrees to lease and take upon the terms and conditions which hereinafter appear, the following described property (hereinafter called "Demised Premises"), to wit: approximately 2,666 square feet of gross leasable area at 7626 S. 123rd Plaza, Bays A & B as per site plan of the Shopping Center (referred to herein as the "Shopping Center") (Exhibit "A") attached to and made a part of this, and described on Exhibit "B" attached hereto, located in Douglas County, Nebraska. No easement of light or air is included in the Demised Premises. The site plan provided as Exhibit "A" is for illustration purposes and no representation is being made that specific tenants will occupy the Shopping Center. The Shopping Center design and configuration is subject to change from time to time by the Landlord.

2. **USE**

Tenant shall use and occupy the Demised Premises **solely as a nail salon** and for no other purposes, and shall comply with all laws, ordinances, orders, and regulations, including the Rules and Regulations of Landlord, and zoning classification of any lawful authority having jurisdiction over the Demised Premises and the use thereof. The Demised Premises shall not be used for any purpose which violates any exclusive use, right, covenant or clause that has been granted by Landlord, or any successor of Landlord, to any other tenant in the Shopping Center or that violates any restrictive covenant applicable to the Shopping Center. At Tenant's request, Tenant shall be provided with a listing of any such exclusive uses, rights, covenants or clauses. Tenant shall indemnify and hold Landlord harmless from any penalties, fines, costs, expenses, including attorney's fees, or damages resulting from the failure to comply with this paragraph. Tenant shall not do any act or follow any practice relating to the Demised Premises which shall constitute a nuisance or detract in any way from the reputation of the Shopping Center as a first class real estate development. The Tenant will comply with any requirements of an insurance company, at its own expense or if the Tenant alters its space in anyway which violates a law, regulation, or insurance company requirement, Tenant will at its expense make any changes necessary for compliance including structural alterations. Landlord reserves all vending rights.

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3. TERM

To have and to hold the same for a term (**the Term**) beginning on the date which this lease is signed by Tenant and Landlord ("Date of Commencement") which shall be not later than July 1, 2015, and ending Five (5) years after the date the lease is originally signed by both Tenant and Landlord, unless sooner terminated as provided herein, . Possession of the Demised Premises shall be delivered to Tenant upon execution of this Lease and payment of the Security Deposit. Tenant acknowledges that Tenant shall be responsible for all other amounts to be paid by Tenant hereunder commencing with the Date of Commencement by Tenant, including but not limited to Tenant's share of taxes, insurance, and common area maintenance.

4. RENTAL

Base rent shall be abated 180 days from the date the lease is signed by both Tenant and Landlord..

Thereafter, monthly base rents shall be as follows for the period shown:

January 1, 2016 – December 31, 2016	\$3,554.67
January 1, 2017 – December 31, 2017	\$4,221.17
January 1, 2018 – December 31, 2018	\$4,887.67
January 1, 2019 – December 31, 2019	\$5,034.30
January 1, 2020 – June 30, 2020	\$5,185.33

In addition, Tenant shall make estimated monthly payments starting January 1, 2016 as follows:

Common Area Maintenance (CAM)	\$ 165.84
(CAM share to be 16.7% of all actual expenses)	
Taxes	\$ 628.20
Insurance	\$ 172.38
TOTAL	\$ 966.42

(\$4.35 Estimated Average Per Square Foot for 2015.
This amount shall be adjusted as needed in
subsequent years.)

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Said rental shall be payable monthly in advance on the first day of each successive month at the office of Lessor at 8930 S. 137th Circle, Omaha, NE 68136, or at such other place as the Lessor shall direct.

In addition, Lessee shall also deposit with the Lessor the amount of \$3,554.67 to be held by Lessee as "Security Deposit" and further elaborated upon in Section 10 SECURITY DEPOSIT.

Rent shall be payable, without offset, notice or demand, in lawful money of the United States of America, and at such place as Landlord may from time to time designate in writing, in advance on the first day of each month, said monthly installment being a minimum guaranteed rental.

If Landlord shall direct Tenant to pay fixed minimum rent or additional rent to a "lockbox" or other depository whereby checks issued in payment of fixed minimum rent or additional rent (or both, as the case may be) are initially cashed or deposited by a person or entity other than Landlord (albeit on Landlord's authority), then, for any and all purposes under this Lease: (i) Landlord shall not be deemed to have accepted such payment until ten (10) days after the date on which Landlord shall have actually received funds and (ii) Landlord shall be deemed to have accepted such payment if (and only if) which said ten (10) day period, Landlord shall not have refunded (or attempted to refund) such payment to Tenant. Nothing contained in the immediately preceding sentence shall be construed to place Tenant in default of Tenant's obligation to pay rent if and for so long as Tenant shall timely pay the rent required pursuant to this Lease in the manner designated by Landlord.

In the event that this lease term should commence at any time other than the first day of the month, or terminate on any date other than the last day of the month, then minimum rent shall be prorated for the portion of the month applicable.

The Lessee shall have two (2) Five Year Options to extend the lease i.e., from July 1, 2020 to June 30, 2025 and July 1, 2025 to June 30, 2030 (the Renewal Period). If the Lessee intends to exercise this option notice shall be provided by the Lessee to the Lessor at least 180 days prior to the end of the lease term, e.g., December 31, 2019 for the term ending June 30, 2020.

Rents for the Renewal Period shall be increased at a compounded rate of 3% per year over the previous lease year.

5. (LEFT BLANK INTENTIONALLY).

6. **BROKERS**

Tenant warrants that it has only dealt with ACCESS COMMERCIAL REALTY to whom Landlord will pay a commission pursuant to a separate agreement. Tenant agrees to indemnify Landlord from any and all loss and expense incurred by Landlord if this representation by Tenant is false or incorrect.

7. **(LEFT BLANK INTENTIONALLY)**

8. **(LEFT BLANK INTENTIONALLY)**

9. **(LEFT BLANK INTENTIONALLY)**

10. **SECURITY DEPOSIT**

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CONTROL COMMISSION

Concurrently with Tenant's execution of this Lease, Tenant has deposited with Landlord the sum stated in paragraph 4. Said sum shall be held by Landlord as security for the faithful performance by Tenant of all the terms, covenants, and conditions of this Lease to be kept and performed by Tenant during the Term. If Tenant defaults with respect to any provision of this Lease, including, but not limited to, the provisions relating to the payment of rent and/or other charges, Landlord may (but shall not be required to) use, apply, or retain all or any part of this security deposit for the payment of any rent or any other sum in default; or for the payment of any amount which Landlord may spend or become obligated to spend by reason of Tenant's default; or for the compensation of Landlord for any other loss or damage which Landlord may suffer by reason of Tenant's default. If any portion of said deposit is so used or applied, Tenant shall within five (5) days after written demand thereof, deposit cash with Landlord in an amount sufficient to restore the security deposit to its original amount. Landlord shall not be required to keep this security deposit separate from its general funds, and Tenant shall not be entitled to interest on such deposit. If Tenant shall fully and faithfully perform every provision of this Lease to be performed by it, the security deposit or any balance thereof shall be returned to Tenant (or, at Landlord's option, to the last assignee of Tenant's interest hereunder) within thirty (30) days following the earlier of either the day on which the final payment is due under this Lease or expiration of the Term. In the event of termination of Landlord's interest in this Lease, said deposit, or any part thereof not previously applied, may be turned over by Landlord to Landlord's grantee and, if so turned over, Tenant agrees to look solely to such grantee for proper application of the deposit in accordance with the terms of this Section 10, and the return thereof in accordance herewith. The holder of a lien on property which includes the Demised Premises shall never be responsible to Tenant for the return or application of any such deposit, except for deposits received in hand by such holder.

Tenant shall not record this Lease or Memorandum of Lease without prior written consent of Landlord.

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61. EXHIBITS

The following exhibits are included as a part of this Lease:

JUL 9 2015

Exhibit A	Site Plan
Exhibit B	Legal Description
Exhibit C	Improvements
Exhibit D	Rules and Regulations
Exhibit F	Signage Criteria
Exhibit G	Personal Guaranty of Lease

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62. CONFIDENTIALITY

Tenant acknowledges that the terms and provision of this Lease, including, but not limited to, amounts and forms of rent and other consideration, were negotiated and agreed to by or on behalf of Landlord and Tenant without reference to comparability with the terms and conditions of leases for other of the tenantable space at the Shopping Center. **Tenant agrees that it will not, without the prior written consent of Landlord, reveal the terms and conditions of this Lease, including, but not limited to, amounts and forms of rent, or any other part thereof, to anyone other than financial and legal advisors who themselves agree to keep such information confidential, including, but not limited to, other existing or prospective tenants of the Shopping Center.**

IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seals.

LANDLORD: Fantasy's Inc 6-16-2015

BY: John T. Spanstat

ITS: President

TENANT: Andy

BY: Andy Nguyen

ITS: Owner

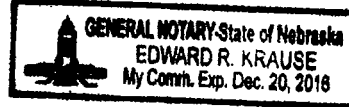
STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 16 day of June, 2015, by John Spaustat, the President of Fantasy's Inc., a Nebraska Corporation, on behalf of such Corporation.

EOQ R Krause

Notary Public

Commission expires: 12/20/2016



STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)



The foregoing instrument was acknowledged before me this 16 day of June, 2015, by Andy Nguyen, a Nebraska Sole Proprietor.

Holly L. Hunt

Notary Public

Commission expires: 8-2-2016

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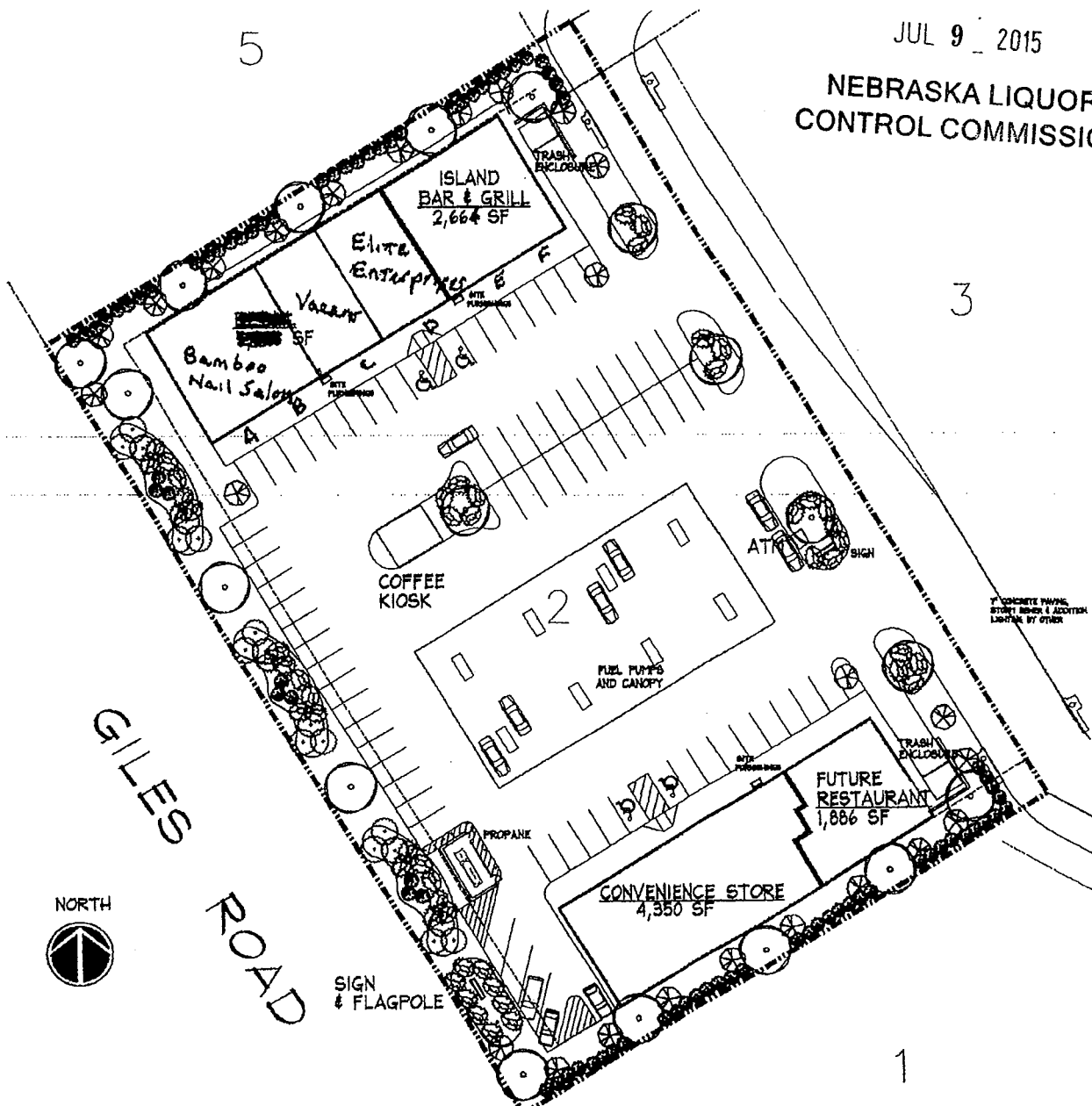
JUL 9 2015

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C-STORE	4,350 SF/300	16 STALLS
RETAIL	5,336 SF/200	30 STALLS
RESTAURANT (FUTURE)	SEATING 36 x 40%	16 STALLS
RESTAURANT (Island Bar & Grill)	SEATING 52 x 40%	22 STALLS

84 STALLS REQUIRED/89 STALLS PROVIDED
(NOTE: 16 STALLS @ GAS ISLANDS)

SOUTHPORT SQUARE SITE PLAN

SCALE: 1" = 50'-0"

LOT 2, REPLAT III
SOUTHPORT EAST SUBDIVISION
LA VISTA, NEBRASKA

12/7/2007 REV.

EXHIBIT B
LEGAL DESCRIPTION

Approximately 2,666 square feet of a building commonly known as 7826 S 123rd Plaza,
Suites A & B, Omaha, Nebraska 68128.

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Exhibit C

TENANT IMPROVEMENTS

Landlord shall deliver the premises to Tenant in AS IS where is condition. Tenant shall be solely responsible for all improvements to the premises subject to the Tenant Improvement Assistance outlined in following paragraph. Tenant shall not be permitted to commence construction of the premises until Landlord has provided Tenant with written consent and authorization, which shall not be unreasonably withheld, to proceed with said construction. Tenant shall submit it's final drawings of it's plans for construction to the premises to Landlord for Landlord's written approval prior to the Date of Possession. Landlord shall provide Tenant with it's written consent or relection to Tenant's request no later than 10 days from date of Landlord's receipt of said plans.

Tenant Improvement Assistance Landlord shall pay Tenant Improvement Assistance of \$30,000. Tenant Improvement Assistance shall be payable upon completion of work and subject to Landlord receiving the following:

- 1) Certification by the Tenant of all Contractors used to make improvements, scope of work performed, amount invoiced and payments made.
- 2) Tenant will obtain Lien Releases from all Contractors and provide to the Landlord for his records.

Tenant shall not take occupancy until all Contractors used for Tenant Improvements have been paid and Lien Releases are provided to Landlord.

Tenant is responsible for paying/removing any Mechanic's Liens filed during the initial improvements or subsequent occupancy..

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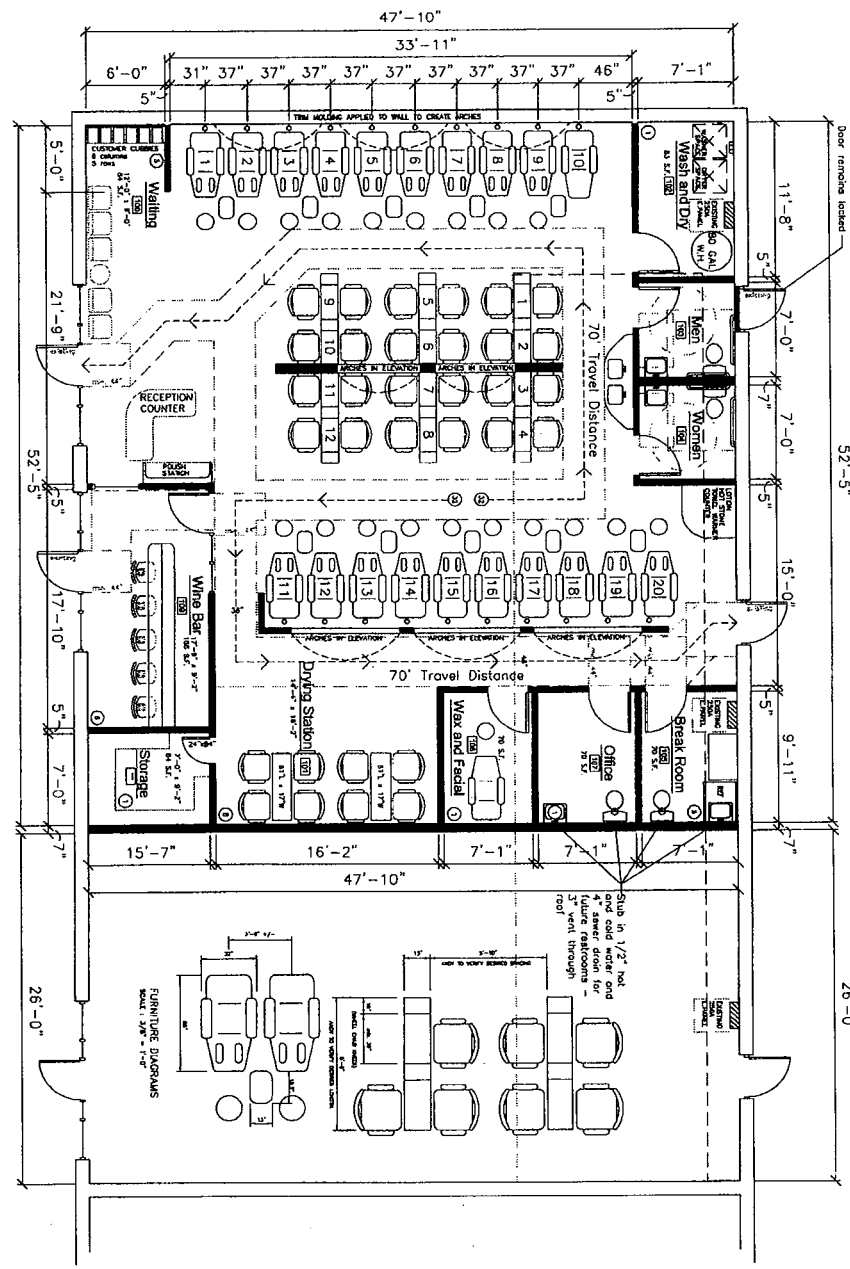
PRELIMINARY
NOT FOR
CONSTRUCTION

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SCHEME "F"

2507 S.F. LEASE SPACE



The life safety and building code requires only one door for egress from this space. We can place one door and make that space available for a supply counter. Door remains located

PRELIMINARY
NOT FOR
CONSTRUCTION

PRELIMINARY
NOT FOR
CONSTRUCTION

A0.01
LIFE SAFETY
PLAN

PRELIMINARY
NOT FOR
CONSTRUCTION

Arrow Architecture
residential & commercial building design
www.arrow-architecture.com

700 Glenwood Circle, Lincoln, NE 68510
402-325-1212 dch@arrow-architecture.com

Bamboo Nail Salon
7826 S. 123rd Plz - Suites "A" and "B"
La Vista, NE 68128

Andy Nguyen
402-590-6663

Final Design - June 15, 2015
Revised Design - July 4, 2015
Design Development

The reason we adding Liquor to our Service area is because we want our client's to enjoy a relaxing stay while we serve drink and doing pedicure and manicure as a added on service. We allow Serving alcohol in our bar area as a bonus to gather more clients and Service to our Salon.

Thank you
Aidy my

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JUL 9 2015

**NEBRASKA LIQUOR
CONTROL COMMISSION**