

# **City of Scottsbluff, Nebraska**

**Monday, October 18, 2021**

**Regular Meeting**

## **Item Pub. Hear.3**

**Council to conduct a public hearing set for this date at 6:00 p.m. to consider a Class CK liquor license application from 27th Street Bro's, LLC d/b/a Brothers 27th St. Wings and Burgers, 2621 5th Ave., Scottsbluff, NE.**

**Staff Contact: Kim Wright, City Clerk**

## Agenda Statement

Item No.

For meeting of: October 18, 2021

**AGENDA TITLE:** Council to hold a public hearing as advertised for this date at 6:00 p.m. for a Class CK Liquor License for 27<sup>th</sup> Street Bro's, LLC d/b/a Brothers 27<sup>th</sup> St. Wings and Burgers, 2621 5<sup>th</sup> Avenue, Scottsbluff, NE.

**SUBMITTED BY DEPARTMENT/ORGANIZATION:** Administration

**PRESENTATION BY:** Applicant

**SUMMARY EXPLANATION:**

**BOARD/COMMISSION RECOMMENDATION:**

**STAFF RECOMMENDATION:** Conduct the public hearing and consider a recommendation to the Nebraska Liquor Commission either approving or denying said application.

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### EXHIBITS

Resolution ☒ Ordinance ☐ Contract ☐ Minutes ☐ Plan/Map ☐

Other (specify) ☐ Application, Memorandums, Exhibits

Exhibit #1 – Application of 27<sup>th</sup> Street Bro's, LLC d/b/a Brothers 27<sup>th</sup> St. Wings and Burgers.

Exhibit #2 – City Council Check List for Neb. Rev. Stat. §53-132 Cum Supp 2016

Exhibit #3 – Written Statement of Police Chief

Exhibit #4 – Written Statement of City Clerk

Exhibit #5 – Written Statement of Development Services

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**NOTIFICATION LIST:** Yes ☒ No ☐ Further Instructions ☐

Chad Leeling  
914 West Overland  
Scottsbluff, NE 69361

**APPROVAL FOR SUBMITTAL:** \_\_\_\_\_  
City Manager

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Rev 3/1/99CClerk

**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  
EMAIL: [lcc.frontdesk@nebraska.gov](mailto:lcc.frontdesk@nebraska.gov)  
WEBSITE: [www.lcc.nebraska.gov](http://www.lcc.nebraska.gov)

License  
Class: CK

License Number:

**124511**

**RECEIVED**

Office Use Only

SEP 01 2021

NEBRASKA LIQUOR  
CONTROL COMMISSION

Office Use Only

NEW / REPLACING

TOP Yes No

Hot List Yes No

Initial: KF

**PLEASE READ CAREFULLY**

See directions on the next page. 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.

APPLICANT NAME Chad Leeling - 27<sup>th</sup> Street Bro's LLC

TRADE (DBA) NAME Brothers 27th St Wings and Burgers

PREVIOUS TRADE (DBA) NAME MJ's

CONTACT PHONE NUMBER 308-225-3433

CONTACT EMAIL ADDRESS Chad.Leeling@yahoo.com

Cumbrx

9-1-2023

Ste #6?

no fee submitted  
Office use only

PAYMENT TYPE Pay Per

AMOUNT 400 RCPT

RECEIVED:

DATE DEPOSITED 9-7-21



2100010738

FORM 100  
REV 8/4/21  
PAGE 1

# PAYPORT

NEBRASKA.GOV

(COPY)

## PURCHASE RECEIPT

## Nebraska Liquor Control Commission

P.O. Box 95046

Lincoln NE 68509-5046

(402)471-4881

jackie.matulka@nebraska.gov

OTC Local Ref ID: 63824530

9/7/2021 04:14 AM

Status: **APPROVED**

Customer Name: **Chad Leeling**

Account Number: **\*\*\*\*\*7457**

Routing Number: **107007139**

Items	Quantity	TPE Order ID	Total Amount
Retail Liquor License (Class A, B, C, D, I, J, AB, AD, 1B)	1	65381222	\$400.00

Applicant Name:: **Chad leeling**Trade Name (DBA):: **Brothers 27th street wings and burgers**Address:: **2621 fifth ave**City:: **Scottsbluff**State:: **27**Zip Code:: **69361**Phone Number:: **3082253433**Email Address:: **chad.leeling@yahoo.com**

Total remitted to the Nebraska Liquor Control Commission	\$400.00
Total Amount Charged	\$401.75

I authorize "" to electronically debit my account.

Clerk Copy - Must be retained

# PAYPORT

NEBRASKA.GOV

(COPY)

## PURCHASE RECEIPT

**Nebraska Liquor Control Commission**

P.O. Box 95046

Lincoln NE 68509-5046

(402)471-4881

jackie.matulka@nebraska.gov

OTC Local Ref ID: 63900334

9/8/2021 07:54 PM

Status: **APPROVED**

Customer Name: Chad leeling

Account Number: \*\*\*\*\*7457

Routing Number: 107007139

Items	Quantity	TPE Order ID	Total Amount
Catering Endorsement (Class K)	1	65430302	\$100.00
License Number:: <b>New</b>			
Trade Name (DBA):: <b>Brothers 27th Street wings and burgers</b>			
Address:: <b>2621 5th ave</b>			
City:: <b>Scottsbluff</b>			
State:: <b>27</b>			
Zip Code:: <b>69361</b>			
Phone Number:: <b>3082253433</b>			
Email Address:: <b>chad.leeling@yahoo.com</b>			
Total remitted to the Nebraska Liquor Control Commission			\$100.00
Total Amount Charged			\$101.75

I authorize "" to electronically debit my account.

Customer Copy

# APPLICATION FOR CATERING ENDORSEMENT TO LICENSE

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](http://www.lcc.nebraska.gov)

License  
Class: **K**

License  
Number: **124511**

RECEIVED  
Office Use only  
SEP 01 2021  
NEBRASKA LIQUOR  
CONTROL COMMISSION

- Application fee \$100.00
- Please pay online at: [www.ne.gov/go/NLCCpayport](http://www.ne.gov/go/NLCCpayport)
- Processing time is approx. 45-60 days from receipt of application by the Nebraska Liquor Control Commission

## LICENSEE

**Chad Leeling**

## TRADE NAME

**Brothers 27th St Winery**

## PREMISES ADDRESS

**2621 5th Ave**

## CITY

**Scottsbluff**

## ZIP CODE

**69361**

## CONTACT PERSON

**Chad Leeling**

## PHONE NUMBER

**308-225-3433**

## EMAIL

**Chad.Leeling@yahoo.com**

Signature of **AUTHORIZED LICENSEE REPRESENTATIVE**  
(Do not sign until in the presence of the Notary Public)

**Chad Leeling**  
Printed Name of **AUTHORIZED LICENSEE REPRESENTATIVE**

State of Nebraska, County of **Scotts Bluff**

The foregoing instrument was acknowledged before me this:

**August 19<sup>th</sup> 2021**  
(Date)

By:

**Chad Leeling**  
Name of person signing document in front of Notary

**Notary Public Signature**

State of Nebraska - General History  
ANNE N. DEMARVILLE  
My Commission Expires  
August 5, 2023

Office Use Only  
**BARCODE LABEL**

# DIRECTIONS

Each item must be included with your application

1. Application fee of \$400 (nonrefundable), please pay online thru our PAYPORT system or enclose payment made payable to the Nebraska Liquor Control Commission
2. Enclose the appropriate application forms
  - Individual License (Form 104)
  - Partnership License (Form 105)
  - Corporate License (Form 101 & Form 103)
  - Limited Liability Company (LLC) (Form 102 & Form 103)Corporation or Limited Liability Company (LLC) must be active with the Nebraska Secretary of State
3. 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 Applicant Guidelines for further assistance
4. Form 147 - Fingerprints are required for each person as defined in new application guide, found on our website under "Licensing Tab" in "Guidelines/Brochures".
5. If purchasing an already licensed business; include Form 125—Temporary Operating Permit (TOP)
  - a. Form 125 must be signed by the seller (current licensee) and the buyer (applicant)
  - b. Provide a copy of the business purchase agreement from the seller (current licensee sells "the business currently licensed" to applicant)
  - c. Provide a copy of alcohol inventory being purchased (must include quantity, brand name and container size)
  - d. Enclose a list of the assets being purchased (furniture, fixtures and equipment)
6. If building is owned or being purchased send a copy of the deed or purchase agreement in the name of the applicant.
7. If building is being leased, send a copy of signed lease in the name of the applicant. Lease term must run through the license year being applied for.
8. Submit a copy of your business plan.

FORM 100  
REV 8/4/21  
PAGE 2

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

RETAIL LICENSE(S)

(Application Fee \$400 (nonrefundable))

CLASS C LICENSE TERM IS FROM NOVEMBER 1 - OCTOBER 31

ALL OTHER CLASSES TERM IS MAY 1 - APRIL 30

☐ A BEER, ON SALE ONLY☐ B BEER, OFF SALE ONLY\*\*☒ C BEER, WINE, DISTILLED SPIRITS, ON AND OFF SALE\*\*Do you intend to sale cocktails to go as allowed under Neb Rev. Statute 53-123.04(4) YES ☒ NO ☐☐ D BEER, WINE, DISTILLED SPIRITS, OFF SALE ONLY\*\*☐ F BOTTLE CLUB,☐ I BEER, WINE, DISTILLED SPIRITS, ON SALE ONLYDo you intend to sale cocktails to go as allowed under Neb Rev. Statute 53-123.04(5) YES ☐ NO ☐☐ 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 endorsement (Submit Form 106) - Catering license (K) expires same as underlying retail license☐ Class G Growler endorsement (Submit Form 165) - Class C licenses only\*\*Class B, Class C, Class D license do you intend to allow drive through services under Neb Rev. Statute 53-178.01(2) YES ☐ NO ☒**ADDITIONAL FEES WILL BE ASSESSED AT THE CITY/VILLAGE OR COUNTY LEVEL WHEN THE LICENSE IS ISSUED****CHECK TYPE OF LICENSE FOR WHICH YOU ARE APPLYING**☐ Individual License (requires insert FORM 104)☐ Partnership License (requires insert FORM 105)☐ Corporate License (requires FORM 101 & FORM 103)☒ Limited Liability Company (LLC) (requires FORM 102 & FORM 103)**NAME OF ATTORNEY OR FIRM ASSISTING WITH APPLICATION (if applicable)**

Name \_\_\_\_\_ Phone Number \_\_\_\_\_

Firm Name \_\_\_\_\_

Email address \_\_\_\_\_

Should we contact you with any questions on the application? YES \_\_\_\_\_ NO \_\_\_\_\_

FORM 100  
REV 8/4/21  
PAGE 3



**PREMISES INFORMATION**

Trade Name (doing business as) Brothers 27th St wings and Burgers  
Street Address 2621 5th Ave Ste 21  
City Scottsbluff County Scottsbluff Zip Code 69361  
Premises Telephone number 308-225-3433 1781  
Business e-mail address Chad.Leeling@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)  
Check if same as premises

Name Chad Leeling  
Street Address 914 West Overland  
City Scottsbluff State NE Zip Code 69361 + 3411

**DESCRIPTION AND DIAGRAM OF THE AREA TO BE LICENSED**

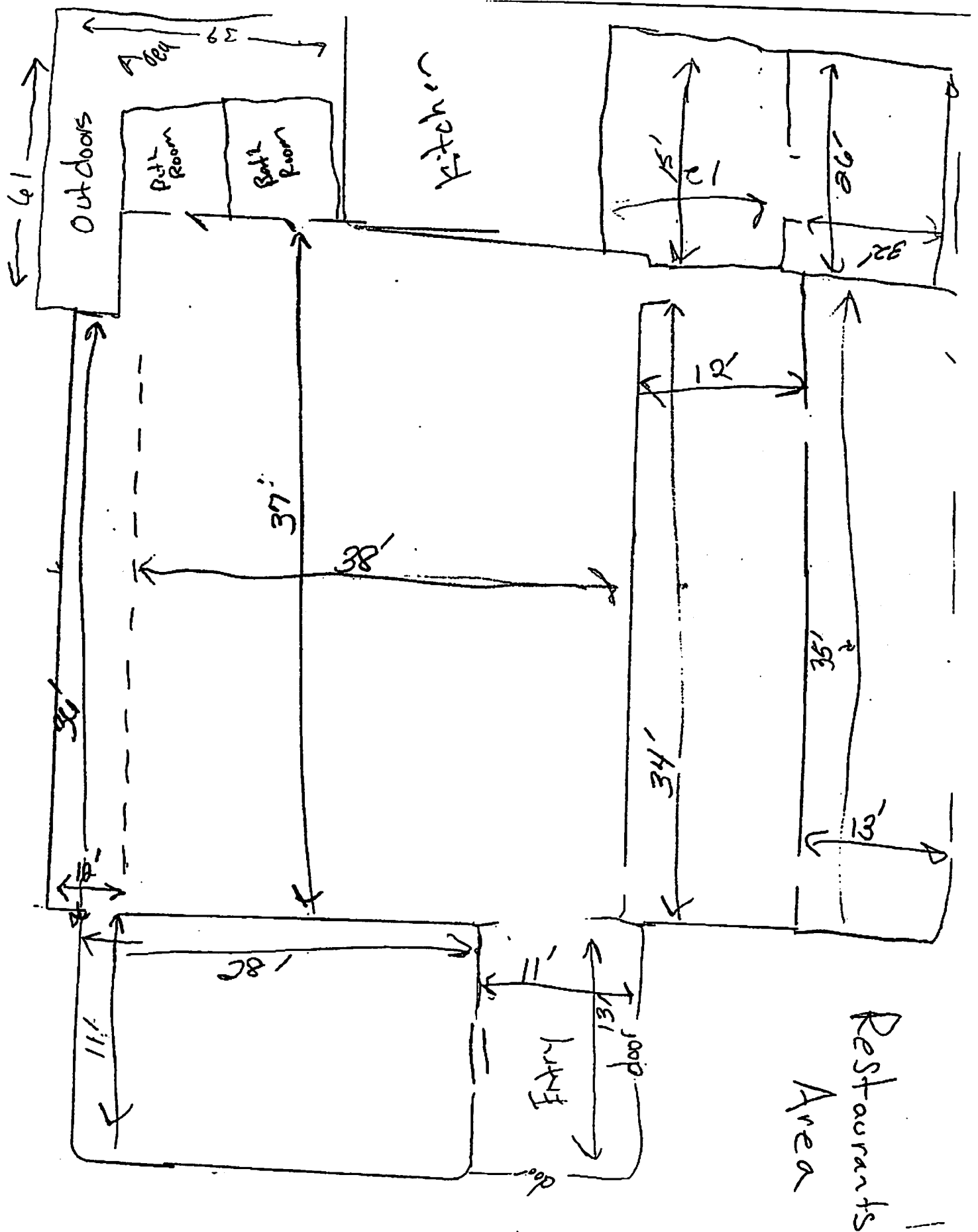
IN THE SPACE PROVIDED BELOW OR ATTACH A DRAWING OF THE AREA TO BE LICENSED.  
DO NOT SEND BLUEPRINTS, ARCHITECT OR CONSTRUCTION DRAWINGS  
PROVIDE LENGTH X WIDTH IN FEET (NOT SQUARE FOOTAGE)  
INDICATE THE DIRECTION OF NORTH AND THE NUMBER OF FLOORS OF THE BUILDING.

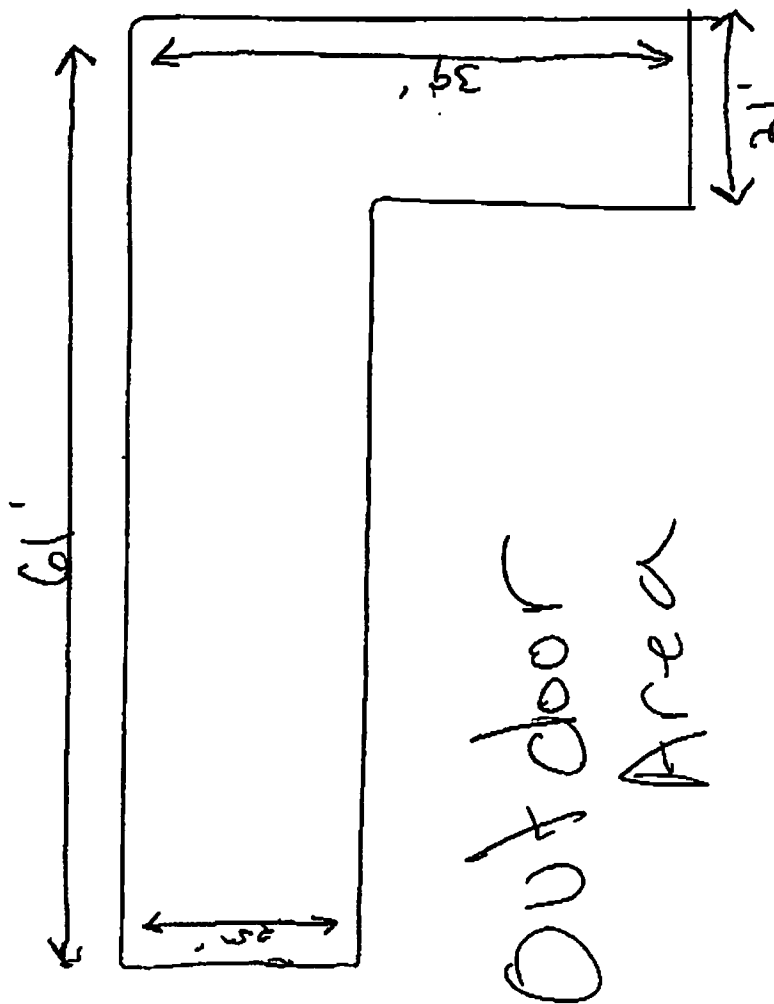
Building length 63 x width 107 in feet  
Is there a basement? Yes      No X If yes, length      x width      in feet  
Is there an outdoor area? Yes X No      If yes, length 61 x width 39 in feet

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

One story bldg approx 63 x 107 including  
an outdoor area approx 61 x 39

FORM 100  
REV 8/4/21  
PAGE 4





# **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.

X 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
Chad Leeling	11/2018	Br. & Port NE	Speeding	80 in 65
	2014	NE	Proof of Insur	
	2005	CO	Child Abuse	Dismissed
	March 2021	NE	Speeding	

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

       YES X NO

If yes, provide business name and license number \_\_\_\_\_

## **3. Are you buying the business of a current retail liquor license?**

       YES X NO

If yes, give name of business and liquor license number \_\_\_\_\_

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

       YES X NO

If yes

### **a) Attach temporary operating permit (TOP) (Form 125)**

a) Submit a copy of the business purchase 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

FORM 100  
REV 8/4/21  
PAGE 5

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

\_\_\_\_ YES X 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 X NO

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

**No silent partners 019.01B Silent Partners; Profit Sharing:** No licensee or partner, principal, agent or employee of any Retail Liquor License shall permit any other person not licensed or included as a partner, principal, or stockholder of any Retail Liquor License to participate in the sharing of profits or liabilities arising from any Retail Liquor License. (53-1,100)

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

\_\_\_\_ YES X 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 indigent persons or for veterans, their wives, and children; or within 300 feet of a college or university campus?

X YES \_\_\_\_ NO

✱ If yes, provide name and address of such institution and where it is located in relation to the premises (Nebraska Revised Statute 53-177(1) AND PROVIDE FORM 134 – CHURCH OR FORM 135 – CAMPUS AND LETTER OF SUPPORT FROM CHURCH OR CAMPUS)

Scottsbluff High School

9. Is anyone listed on this application a law enforcement officer? If yes, list the person, the law enforcement agency involved and the person's exact duties. (Nebraska Revised Statute 53-125(15))

\_\_\_\_ YES X NO

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

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

Platte Valley - Chad Leeling & Eugene Brown

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.

The Stomping Ground 115404

FORM 100  
REV 8/4/21  
PAGE 6

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)
Chad Leeling	01/2016	Responsible Beverage Server
Eugene Brown	01/2016	Responsible Beverage Server

Experience

Applicant Name/Job Title	Date of Employment	Name & Location of Business
Chad Leeling/Manager-owner	9/2015	The Stomping Ground - Scottsbluff, NE (9361)
Eugene Brown/Manager-owner	9/2015	The Stomping Ground - Scottsbluff, NE (9361)

13. If the property 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 be in the name of applicant as owner or lessee

☒ Lease expiration date 9-1-2023

☐ Deed

☐ Purchase Agreement

14. When do you intend to open for business? October 2021

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

16. What are the anticipated hours of operation? 11am - 1am Monday - Sunday

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 CITY & STATE	YEAR		SPOUSE CITY & STATE	YEAR	
	FROM	TO		FROM	TO
Chad Leeling - Aurora, CO	2008	2009			
Chad Leeling - Gering, NE	2009				
Chad Leeling - Scottsbluff, NE	2009	Current			
Eugene Brown - Bridgeport, NE	2000	Current			

If necessary, attach a separate sheet

FORM 100  
REV 8/4/21  
PAGE 7

**PERSONAL OATH AND CONSENT OF INVESTIGATION  
SIGNATURE PAGE –  
PLEASE READ CAREFULLY**

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).  
(YOU MAY NEED TO PRINT MULTIPLE SIGNATURE PAGES)**

  
\_\_\_\_\_  
Signature of **APPLICANT**  
(Do not sign until in the presence of the Notary Public)

Chad Leeling  
\_\_\_\_\_  
Printed Name of **APPLICANT**

State of Nebraska, County of Scotts Bluff

The foregoing instrument was acknowledged before me this

August 19<sup>th</sup> 2021  
\_\_\_\_\_  
(Date)

By Chad Leeling  
\_\_\_\_\_  
Name of person(s) signing document in front of Notary

  
\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Affix Seal

State of Nebraska – General Notary  
ANNE H. DEMARANVILLE  
My Commission Expires  
August 8, 2023

\_\_\_\_\_  
Signature of **SPOUSE**  
(Do not sign until in the presence of the Notary Public)

\_\_\_\_\_  
Printed Name of **SPOUSE**

State of Nebraska, County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this

\_\_\_\_\_  
(Date)

By \_\_\_\_\_  
Name of person(s) signing document in front of Notary

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Affix Seal

FORM 100  
REV 8/4/21  
PAGE 8

**PERSONAL OATH AND CONSENT OF INVESTIGATION**

**SIGNATURE PAGE -**

**PLEASE READ CAREFULLY**

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).  
(YOU MAY NEED TO PRINT MULTIPLE SIGNATURE PAGES)



Signature of **APPLICANT**  
(Do not sign until in the presence of the Notary Public)

Eugene D. Brown

Printed Name of **APPLICANT**

State of Nebraska, County of Scotts Bluff

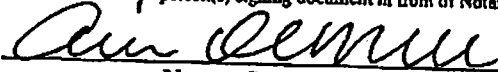
The foregoing instrument was acknowledged before me this

September 9<sup>th</sup> 2021

(Date)

By Eugene D. Brown

Name of person(s) signing document in front of Notary



Notary Public Signature

State of Nebraska - General Notary  
ANNE N. DEMARVILLE  
My Commission Expires  
August 6, 2023

Signature of **SPOUSE**

(Do not sign until in the presence of the Notary Public)

Printed Name of **SPOUSE**

State of Nebraska, County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this

(Date)

By \_\_\_\_\_

Name of person(s) signing document in front of Notary

Notary Public Signature

Miss Seal

FORM 100  
REV 8/4/21  
PAGE 8



**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](http://www.lcc.nebraska.gov)

Office Use	<b>RECEIVED</b>
SEP 01 2021	
NEBRASKA LIQUOR CONTROL COMMISSION	

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: \_\_\_\_\_

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

Brothers 27th st wing and Burgers

LLC Address: 2621 5th Ave

City: Scottsbluff State: NE Zip Code: 69361 <sup>77745</sup>  
1781

LLC Phone Number: 308-225-3433 LLC Fax Number: \_\_\_\_\_

Name of Managing/Contact Member

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

Last Name: Leeling First Name: Chad MI: \_\_\_\_\_

Home Address: 914 W Overland City: Scottsbluff

State: NE Zip Code: 69361 <sup>+3411</sup> Home Phone Number: 308-225-3433



Signature of Managing/Contact Member

**ACKNOWLEDGEMENT**

State of Nebraska  
County of Scotts Bluff

August 19<sup>th</sup> 2021  
(Date)



The foregoing instrument was acknowledged before me this

by Chad Leeling  
name of person acknowledge

Affix Seal	State of Nebraska - Notary Public J. E. SEMPRANVILLE Commission Expires August 6, 2023
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List names of all members and their spouses (even if a spousal affidavit has been submitted)

Last Name: Leeling First Name: Chad MI: L

Social Security Number: [REDACTED] Date of Birth: [REDACTED]

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

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Percentage of member ownership 50

Last Name: Brown First Name: Eugene MI: D

Social Security Number: [REDACTED] Date of Birth: [REDACTED]

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

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Percentage of member ownership 50

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

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

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Percentage of member ownership\_\_\_\_\_

**Last Name:** \_\_\_\_\_ **First Name:** \_\_\_\_\_ **MI:** \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

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

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Percentage of member ownership \_\_\_\_\_

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

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

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

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Percentage of member ownership \_\_\_\_\_

---

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

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

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Percentage of member ownership \_\_\_\_\_

---

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

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

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Percentage of member ownership \_\_\_\_\_

---

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

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

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Percentage of member ownership \_\_\_\_\_

---

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: 10/1/2021 Ending Date: 12/31/2021<sup>g</sup>

---

Is this a Non Profit Corporation?

☐ YES

☒ NO

If yes, provide the Federal ID #. \_\_\_\_\_

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

FORM 102  
REV JUNE 2015  
Page 4 of 4

## Nebraska Secretary of State

## 27TH STREET BRO'S LLC

Wed Sep 15 14:46:24 2021

**SOS Account Number**

2109274088

**Status**

Active

**Principal Office Address**

No address on file

**Registered Agent and Office Address**CHAD L LEELING

914 W OVERLAND

SCOTTSBLUFF, NE 69361

**Designated Office Address**

2621 5TH AVE., STE. 6

SCOTTSBLUFF, NE 69361

**Nature of Business**

Not Available

**Entity Type**

Domestic LLC

Qualifying State: NE

**Date Filed**

Sep 14 2021

**Next Report Due Date**

Jan 01 2023

**Filed Documents**

Filed documents for 27TH STREET BRO'S 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	Sep 14 2021	\$0.45 = 1 page(s) @ \$0.45 per page	<a href="#">Purchase Now</a>

**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](#)

**STATE *of* NEBRASKA**  
**LIMITED LIABILITY COMPANY**  
**CERTIFICATE *of* ORGANIZATION**

**27th Street Bro's LLC**

**FIRST:** The name of the limited liability company is 27th Street Bro's LLC

**SECOND:** The street and mailing address of its designated office in the state of Nebraska is 2621 5th Ave., Ste. 6, Scottsbluff, NE 69361.

**THIRD:** The street and mailing address of its agent for service of process in the state of Nebraska is 914 W Overland. Scottsbluff, NE 69361. The name of its agent for service of process is Chad Lee Leeling.

**FOURTH:** The personal liability of the members and managers of the company for monetary damages for breach of fiduciary duty shall be eliminated to the fullest extent permissible under Nebraska law. The company is authorized to indemnify its members and managers to the fullest extent permissible under Nebraska law.

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

Date: September 8, 2021



LegalZoom.com, Inc., Organizer  
By: Cheyenne Moseley, Assistant Secretary

**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](http://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

BARCODE

Form 103  
Rev July 2018  
Page 1 of 6

**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: 27th St Bro's LLC**Premise information**

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

Premise Trade Name/DBA: Brothers 27th St winy and burgersPremise Street Address: 2621 Sth AveCity: Scottsbluff County: Scottsbluff Zip Code: 69361Premise Phone Number: 308-225-3433Premise Email address: Chad.Lee@yaho.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: Leeling First Name: Chad MI: \_\_\_\_\_

Home Address: 914 W Overland

City: Scottsbluff County: Scottsbluff Zip Code: 69361 <sup>NE</sup>

Home Phone Number: 308-225-3433

Driver's License Number & State: \_\_\_\_\_ NE

Social Security Number: \_\_\_\_\_

Date Of Birth: \_\_\_\_\_ Place Of Birth: Scottsbluff

Email address: Chad.Leeling@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: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

Driver's License Number & State: \_\_\_\_\_

Date Of Birth: \_\_\_\_\_ Place Of Birth: \_\_\_\_\_

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
Scottsbluff, NE	2011	Current			

**MANAGER'S LAST TWO EMPLOYERS**

YEAR FROM TO	NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
9/2015 Current	Shots Dr Grill	Chad Leeling	308-575-1000
3/2010 1/2015	Menards	Kurt Tinkle	308-630-0054

**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
Chad Leeling	11/2018	Bridgeport, NE	Speeding	80 in 65
	2014	NE	Proof Insurance	
	2005	CO	Child Abuse	dismissed
	March 2021	NE	Speeding	
	11/2018	NE	No Insurance	dismissed

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

☐ YES ☒ NO

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

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

☒ YES ☐ NO

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

\*NLCC Training Certificate Issued: \_\_\_\_\_ Name on Certificate: \_\_\_\_\_

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Chad Leely	1-2016	Responsible Beverage Server
Eugene Brown	1-2016	" " "

\*For list of NLCC Certified Training Programs see training

**Experience:**

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

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

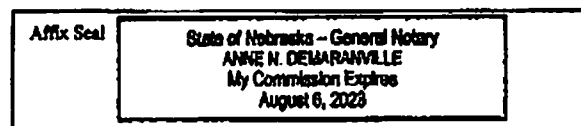
### ACKNOWLEDGEMENT

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

August 19<sup>th</sup> 2021  
date

by Chad Leeling  
NAME OF PERSON BEING ACKNOWLEDGED

  
Notary Public signature



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

**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](http://www.lcc.nebraska.gov)

Office Use only

Scottsbluff, NE 68901

Do not stamp any of the following pages

**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.ne.gov/go/psp](http://www.ne.gov/go/psp)  
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  
4600 Innovation Drive  
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 Brothers 2772 St. Louis and Burgers

Name of Person Being Fingerprinted: Chad Keeling

Date of Birth: 7-1-77 LSC# 1354 SSN: 123456789

Date fingerprints were taken: 8-27-21

Location where fingerprints were taken: Scottsbluff

How was payment made to NSP?

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

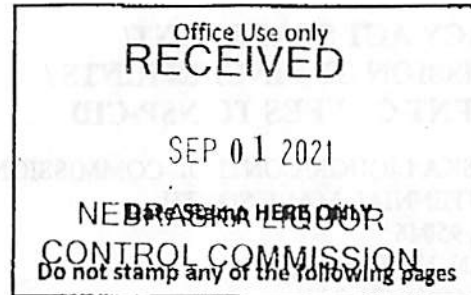
My fingerprints are already on file with the commission – fingerprints completed for a previous application less than 2 years ago? YES ☐

  
SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

FORM 147  
REV JUNE 2021

**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.ne.gov/go/psp](http://www.ne.gov/go/psp)  
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  
4600 Innovation Drive  
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 Brothers 22<sup>nd</sup> St. Wings and Burgers  
Name of Person Being Fingerprinted: Eugene D Brown Jr.  
Date of Birth: [REDACTED] Last 4 SSN: 5199  
Date fingerprints were taken: 8/27/2021  
Location where fingerprints were taken: Scottsbluff State Patrol  
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 ☐

L. O. B. J.  
SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

FORM 147  
REV JUNE 2021



[Back to Lookup](#) / Registrant Detail

## Chad Lee Leeling

Political Party  
Nonpartisan

Precinct  
Scottsbluff 6

### Election Details

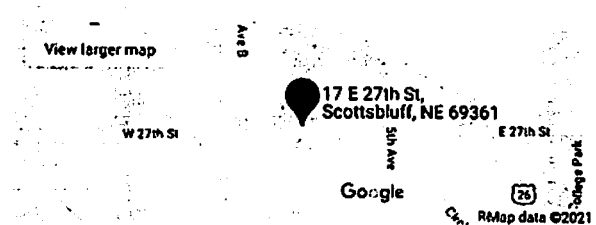
11/03/2020 2020 General Election

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

Calvary Lutheran Church

📍 17 E 27th St Scottsbluff, NE 69361



### Early Voting Sites

County Admin. Bldg.

📍  
1825 10th St, Gering, Ne, NE 69341

### Ballot Styles

0026

### Districts

Show ▾

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**Certificate of Training**  
**Responsible Beverage Alcohol Server**

THIS CERTIFICATE IS AWARDED TO

**EUGENE BROWN**

HAS SUCCESSFULLY COMPLETED ALL REQUIREMENTS TO BE A CERTIFIED  
ALCOHOL SERVER IN NEBRASKA

INSTRUCTED BY THE NEBRASKA STATE PATROL

TEST SCORE:

**108%**

*Instructor: Tam Oke #300*  
INSTRUCTOR NAME: Oke

TRAINING DATE: JANUARY 12, 2019

VALID FOR THREE YEARS  
FROM DATE OF TRAINING

NECC #  
C-118404



**Certificate of Training**  
**Responsible Beverage Alcohol Server**

THIS CERTIFICATE IS AWARDED TO

**CHAD L EELING**

HAS SUCCESSFULLY COMPLETED ALL REQUIREMENTS TO BE A CERTIFIED  
ALCOHOL SERVER IN NEBRASKA

INSTRUCTED BY THE NEBRASKA STATE PATROL

TEST SCORE

**100%**

*Instructor: Tom Otto #505*

INSTRUCTOR TAMI OTTO

TRAINING DATE JANUARY 12, 2016

VALID FOR THREE YEARS  
FROM DATE OF TRAINING

NLCC #  
C-115494

**Nebraska Liquor Control Commission**

**301 Centennial Mall South**

**PO Box 95046**

**Lincoln, NE 68509-5046**

**Phone (402) 471-2571**

**Fax (402) 471-2814**

**Brother's 27<sup>th</sup> St Wings and Burgers**

**Chad Leelling**

**Phone (308) 225-3433**

**Email: [chad.leelling@yahoo.com](mailto:chad.leelling@yahoo.com)**

August 31<sup>st</sup>, 2021

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

I would like to present the official proposed business plan, signifying my company's intent with requesting a liquor license from the Nebraska Liquor Control Commission.

Brother's 27<sup>th</sup> St Wings and Burgers is currently establishing a restaurant at 2621 5<sup>th</sup> Ave, Suite 6 in Scottsbluff, NE with the sole intention of providing the community with a family friendly dining experience. This dining experience would be comprised mostly of American fair, specializing in burgers and wings, with a full lunch and dinner menu. The working title for the restaurant is currently Brother's 27<sup>th</sup> Street Wings and Burgers.

Partner's, Chad Leeling and Eugene Brown have signed a lease agreement with Buyer's Reality in Scottsbluff Nebraska at the above-mentioned location. The intent to open a family-oriented restaurant to give back to the community as well as procure and maintain a liquor license at this location.

Currently Partner's Chad and Eugene run and operate a full bar called Shot's Bar and Grill in Scottsbluff Nebraska. They are looking to expand at this new location into more of a dining experience offering a full food and alcohol menu.

Thank you very much and I hope to hear from you soon.

Sincerely,

Chad Leeling

Owner/Operator

Brother's 27<sup>th</sup> St. Wings and Burgers

**Roberts, Rebecca**

---

**From:** NE LIQUOR CONTROL COMM <lcc.scan@nebraska.gov>  
**Sent:** Tuesday, August 31, 2021 5:57 PM  
**To:** LCC Front Desk  
**Subject:** Attached Image  
**Attachments:** Fax Forward\_001.pdf

FROM=308 632 0135  
TO=402 471 2814  
DATE=08/31/2021  
TIME=17:43:12  
TIMEZONE=-06:00  
FCODE=  
RJOBNUM=9665

# FAX

Nebraska Liquor  
TO: Control Commission

FROM: Chad Leeling

FAX: 402-471-2571

FAX:

PHONE: 402-471-2571

PHONE: 308-225-3433

SUBJECT: Liquor License Request

DATE: 8/31/2021

COMMENTS:

848  
9-1-23**SHOPPING CENTER LEASE**

THIS SHOPPING CENTER LEASE (the "Lease") is made and entered into by and between Soleiman Brothers, LLC, a California limited liability company ("Landlord"), and Brothers 27, LLC. ("Tenant"), as of this 1<sup>st</sup> day of September 2021.

Landlord and Tenant specifically agree as follows:

**WITNESSETH:****ARTICLE I – FUNDAMENTAL LEASE PROVISIONS**

Each of the following subparagraphs are individually referred to in this Lease as a "Fundamental Lease Provision" and are contained in this section for convenience. Each reference in this Lease to a Fundamental Lease Provision shall be construed to incorporate all of the terms of such Fundamental Lease Provisions. In the event of any conflict between a Fundamental Lease Provision and any other provision of this Lease, such other provision shall govern.

- (a) Landlord: Soleiman Brothers, LLC
- (b) Landlord's Address for Notices and Rent Payments: Buyer's Realty, Inc. 818 Avenue B, Ste 2, Scottsbluff, NE 69361
- (c) Tenant: 27 Brothers, LLC.
- (d) Tenant's Address for Notices: \_\_\_\_\_
- (e) Tenant's Trade Name: \_\_\_\_\_
- (f) Address of Premises: 2621 5<sup>th</sup> Avenue, Suite \_\_\_\_\_  
Scottsbluff, Nebraska
- (g) Shopping Center Development: SCOTTSBLUFF APPLE CENTER  
2621 5<sup>th</sup> Avenue  
Scottsbluff, Nebraska 69361
- (h) Approximate Number of Square Feet in Premises: 6200
- (i) Lease Term: 2 Years
- (j) Minimum Rent: Free rent from September 1<sup>st</sup> 2021 to November 30, 2021.

Section 21.02. Cumulative Rights.....	16
Section 21.03. Bankruptcy.....	16
Section 21.04 Manner and Place of Rent Payments .....	16
Section 21.05. Delinquent Payments .....	16
<u>Article XXII - Holdover</u> .....	17
<u>Article XXIII - Waivers</u> .....	17
<u>Article XXIV – Waiver of Claims</u> .....	17
<u>Article XXV - Notices</u> .....	17
<u>Article XXVI - Taxes</u> .....	18
Section 26.01. Definition of Taxes .....	18
Section 26.02. Tenant’s Tax Contribution .....	<b>Error! Bookmark not defined.</b>
<u>Article XXVII – Delays in Performance</u> .....	19
<u>Article XXVIII – Subordination, Non-Disturbance and Attornment</u> .....	19
<u>Article XXIX Eminent Domain</u> .....	20
<u>Article XXX - Continuous Occupancy</u> .....	21
<u>Article XXXI – Estoppel Certificates</u> .....	21
<u>Article XXXII – Security Deposit</u> .....	21
<u>Article XXXIII – Promotion</u> .....	22
<u>Article XXXIV – Relocation</u> .....	22
<u>Article XXXV - Miscellaneous</u> .....	23
Section 35.01 Handling Charge .....	23
Section 35.02 Relationship of Parties .....	23
Section 35.03 No Liability of Landlord .....	23
Section 35.04 Binding Agreement .....	23
Section 35.05 Governing Law .....	23
Section 35.06 Multiple Counterparts .....	23
Section 35.07 Definitions.....	23
Section 35.08 No Personal Liability .....	23
Section 35.09 Sale or Underlying Lease.....	24
Section 35.10 Section Titles .....	24
Section 35.11 Severability .....	24
Section 35.12 Time of the Essence .....	24
Section 35.13 Landlord’s Right to Cure .....	24
Section 35.14 Brokers.....	24
Section 35.15 Number and Gender .....	25
Section 35.16 Entire Agreement .....	25
Section 35.17 Surrender.....	25
Section 35.18 Environmental Matters.....	25
Section 35.19 Odors.....	26
Section 35.20 Other Tenants.....	26
Section 35.21 Rules and Regulations.....	26
Section 35.22 Exhibits .....	<b>Error! Bookmark not defined.</b>

## TABLE OF CONTENTS

<b><u>Article I – Fundamental Lease Provisions</u></b>	1
<b><u>Article II – Premises</u></b>	3
Section 2.01. Premises	3
Section 2.02. Square Footage of Premises and Gross Leaseable Area of Shopping Center	3
<b><u>Article III – Landlord’s Work and Other Construction</u></b>	3
<b><u>Article IV – Term</u></b>	3
Section 2.01. Term	3
Section 4.02. Lease Year Defined	4
<b><u>Article V – Minimum Rent</u></b>	4
Section 5.01 Minimum Rent	4
Section 5.02 Additional Rent	4
<b><u>Article VI – Percentage Rent</u></b>	4
Section 6.01 Percentage Rent	4
Section 6.02 Definition of Gross Sales	4
Section 6.03 Tenant’s Records	4
Section 6.04 Tenant’s Reports	4
Section 6.05 Audit	5
<b><u>Article VII – Common Areas</u></b>	5
Section 7.01 Definition of Common Areas	5
Section 7.02 Common Areas Operation	5
Section 7.03 Tenant’s Common Area Charge	5
Section 7.04 Definition of Common Area Costs	6
Section 7.05 No Warranty by Landlord	6
<b><u>Article VIII – Use</u></b>	7
Section 8.01 Permitted Use	7
Section 8.02 Compliance With Laws	7
Section 8.03. No Nuisance or Waste	7
<b><u>Article IX - Operation of Business</u></b>	8
<b><u>Article X – Landlord’s Covenants</u></b>	8
<b><u>Article XI – Liens</u></b>	8
<b><u>Article XII – Maintenance and Repairs</u></b>	9
<b><u>Article XIII – Signs and Trade Fixtures</u></b>	10
<b><u>Article XIV – Alterations By Tenant</u></b>	10
<b><u>Article XV – Indemnification</u></b>	10
Section 15.01. Waiver of Liability	10
Section 15.02. Indemnification	11
<b><u>Article XVI – Insurance</u></b>	11
Section 16.01. Insurance by Landlord and Tenant’s Contribution	11
Section 16.02. Tenant’s Insurance Contribution	11
Section 16.03. Tenant’s Insurance	12
<b><u>Article XVII – Damage or Destruction</u></b>	12
Section 17.01. Damage by Insured Casualty	12
Section 17.02. Damage by Uninsured Casualty	13
Section 17.03. Abatement of Rent	13
<b><u>Article XVIII – Assignment and Subletting</u></b>	14
<b><u>Article XIX – Entry by Landlord</u></b>	14
<b><u>Article XX – Utilities</u></b>	14
<b><u>Article XXI - Default</u></b>	15
Section 21.01. Default	15



**SCOTTSBLUFF APPLE CENTER**

**SHOPPING CENTER LEASE**

**SOLEIMAN BROTHERS, LLC, a California limited liability company**  
**Landlord**

and

**Brothers 27, LLC**  
**Tenant**

\$4000.00 from 12/01/2021 to 08/31/2022  
\$4,500.00 from 09/01/2022 to 08/31/2023

(k)	Percentage of Gross Sales for Percentage Rent:	N/A
(l)	Initial Monthly Common Areas Charge:	\$2.25/sf/yr (first 12 months) adj to actual starting in year 3
(m)	Initial Monthly Insurance Contribution:	\$ included in CAM charge above
(n)	Initial Monthly Tax Contribution:	\$ included in CAM charge above
(o)	Permitted Use of Premises:	
(p)	Security Deposit:	\$4,000.00
(q)	Commencement Date of Lease Term:	<u>09/01/2021</u>
(r)	Tenant Fraction:	29%
(s)	Gross Leasable Area of Shopping Center:	21,415

## **ARTICLE II – PREMISES.**

Section 2.01. Premises. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the premises set forth as a Fundamental Lease Provision in Article I, subparagraph (f) and which premises are situated in the location outlined on the shopping center site plan attached to this Lease as Exhibit A. Such premises, which are referred to in this Lease as the "Premises", are a portion of the shopping center development whose name is set forth as a Fundamental Lease Provision in Article I, subparagraph (g); such shopping center development is referred to in this Lease as the "Shopping Center". The Premises contain the approximate number of square feet of floor space which is set forth as a Fundamental Lease Provision in Article I, subparagraph (h).

Section 2.02. Square Footage of Premises and Gross Leasable Area of Shopping Center. The square footage of the Premises shall mean the amount set forth as a Fundamental Lease Provision in Article I, subparagraph (h) and the Gross Leasable Area of the Shopping Center shall mean the amount as set forth as a Fundamental Lease Provision in Article I, subparagraph (s). During the Term and after alterations or changes to the Premises or Shopping Center, Landlord shall have the right to redetermine the square footage of the Premises and the Gross Leasable Area of the Shopping Center and/or Tenant's Fraction.

## **ARTICLE III - LANDLORD'S WORK AND OTHER CONSTRUCTION.**

Tenant acknowledges that, except as expressly provided in Exhibit B to this Lease, Landlord has made and by this Lease makes no representations or agreements as to either (a) the remodeling, equipping, alteration, or improvement of the Premises as they now exist, (b) the construction of any improvements in the Shopping Center other than such improvements as presently are in existence therein, or (c) the specific or number of tenants of any buildings now existing or hereafter constructed in the Shopping Center. Landlord reserves the right from time to time in its sole and absolute discretion to effect such other tenancies in the Shopping Center as Landlord may determine to be in the best interests of the Shopping Center. Landlord also reserves the right from time to time in its sole and absolute discretion to construct other buildings and improvements in the Shopping Center which may but need not adjoin the building in which the Premises are located, together with such additional parking areas (if needed in Landlord's reasonable judgment) as will be sufficient to serve the Shopping Center as then constituted, and to modify the Common Areas as they may exist from time to time.

## **ARTICLE IV - TERM.**

Section 4.01. Term. The Lease Term shall be as set forth as a Fundamental Lease Provision in Article I, subparagraph (i), unless sooner terminated pursuant to the provisions of this Lease. The commencement date of the Lease Term (the "Commencement Date") shall be that date set forth as a Fundamental Lease Provision in Article I, subparagraph (q). If Landlord delivers possession of the Premises to Tenant prior to the Commencement Date, then notwithstanding any other provision of this Lease all of Tenant's obligations under this Lease,

other than the payment of Minimum Rent, Common Area Charges, Insurance Contribution and Tax Contribution, shall commence on the date on which Landlord delivers possession of the Premises to Tenant. Landlord shall give Tenant at least thirty (30) days written notice prior to delivering the Premises to Tenant.

Section 4.02. Lease Year Defined. The term "Lease Year" as used herein shall mean a period of twelve (12) consecutive full calendar months. The first Lease Year shall begin on the Commencement Date, if the Commencement Date shall occur on the first day of a calendar month; if not, then the first Lease Year shall commence upon the first day of the calendar month next following the Commencement Date. Each succeeding Lease Year shall commence upon the anniversary date of the first lease year.

#### **ARTICLE V - MINIMUM RENT.**

Section 5.01 Minimum Rent . For each Lease Year during the term of this Lease, and on a pro rata basis for any partial Lease Year, Tenant shall pay to Landlord a guaranteed minimum rent in the amount set forth as a Fundamental Lease Provision in Article I, subparagraph (j) (the "Minimum Rent"). The Minimum Rent shall be payable in advance in equal monthly installments on the first day of each calendar month during the Lease Term. The monthly installment of Minimum Rent for any period during the Lease Term prior to the commencement of the first Lease Year and for any other period of less than a calendar month shall be prorated on a daily basis and shall be paid by Tenant to Landlord within five (5) days after the commencement of the period for which it is due.

Section 5.02 Additional Rent. The Tenant shall pay, as additional rent, any money required to be paid pursuant to Sections 7.02, 16.02, and 26.02, and all other sums of money or charges required to be paid by Tenant under this Lease, whether or not the same be designated "Additional Rent". If such amounts or charges are not paid at the time provided in this Lease, they shall nevertheless, if not paid when due, be collectible as additional rent with the next installment of rent thereafter falling due hereunder, but nothing herein contained shall be deemed to suspend or delay the payment of any amount of money or charge at the time the same becomes due and payable hereunder, or limit any other remedy of the Landlord.

#### **ARTICLE VI - PERCENTAGE RENT.**

Section 6.01 Percentage Rent. Intentionally omitted

Section 6.02 Definition of Gross Sales. Intentionally omitted

Section 6.03 Tenant's Records. Intentionally omitted

Section 6.04 Tenant's Reports. Intentionally omitted

Section 6.05 Audit. Intentionally omitted

## **ARTICLE VII - COMMON AREAS.**

Section 7.01 Definition of Common Areas. In addition to the occupancy of the Premises, Tenant and Tenant's employees, agents, customers, and invitees also shall have the right to the non-exclusive use of automobile parking areas, access roads, driveways, sidewalks, lobbies and stairwells which may be located from time to time in the Shopping Center. Such parking areas, access roads, driveways, sidewalks, lobbies and stairwells collectively are referred to in this Lease as the "Common Areas". Such use of the Common Areas at all times shall be subject to such reasonable rules and regulations as Landlord from time to time may establish, and Tenant shall abide by all such rules and regulations established by Landlord. Landlord shall have the right in its sole and absolute discretion, without the consent or approval of Tenant, at any time and from time to time (i) to enter into, modify, and terminate easements and other agreements pertaining to the use and maintenance of the Common Areas; (ii) to close temporarily or permanently any or all portions of the Common Areas; (iii) to change the dimensions, configurations, and locations of the Common Areas as shown on the Shopping Center site plan attached hereto as Exhibit "A", as well as the location, dimensions, configurations, identity, and type of any buildings shown thereon, to construct additional buildings or additional stories on existing buildings or other improvements in the Shopping Center, and to eliminate buildings from the Shopping Center; (iv) to operate for its own account various income-producing facilities in the Common Areas; (v) to erect such promotional and other displays within the Common Areas as Landlord may deem desirable; (vi) to do and perform such other acts in and to the Common Areas as Landlord shall determine to be necessary or appropriate. No exercise by Landlord of any rights herein reserved shall be deemed to be a constructive or actual eviction of Tenant or entitle Tenant to any compensation or damages from Landlord for any injury, inconvenience, or loss of business or to the abatement of any Minimum Rent or Percentage Rent. Nothing contained in this section shall be deemed to create any liability upon Landlord for any damage to motor vehicles of customers or employees or for loss of property from within such motor vehicles while located on the Common Areas. Tenant shall not use any portion of the Common Areas for the conduct of its business or for the solicitation of business without the prior written consent of Landlord. Tenant shall require its employees to park their motor vehicles only in such areas as Landlord may designate from time to time for such purpose.

Section 7.02 Common Areas Operation. Except as otherwise provided in this Lease, Landlord shall operate and maintain the Common Areas during the term of this Lease in good order and repair in accordance with reasonable standards of shopping center cleanliness and maintenance; provided, that Tenant at its expense shall keep the Common Areas free of litter, trash, and debris generated by or resulting from the operation of Tenant's business in and about the Premises; and provided further, that Tenant at its expense shall keep the sidewalks adjacent to the Premises free of ice, snow, debris, and temporary or moveable obstructions.

Section 7.03 Tenant's Common Area Charge. Tenant shall pay to Landlord for each calendar year during the term of this Lease and any other period of occupancy of the Premises by Tenant, as additional rent, Tenant's Common Areas Charge (as defined in the following

sentence). For purposes of this Lease, Tenant's Common Areas Charge for a calendar year shall be the Tenant Fraction of the costs paid, incurred, or accrued by Landlord for operating and maintaining the Common Areas during such calendar year. For purposes of this Lease, the phrase "Tenant Fraction" shall mean the fraction whose numerator is the total number of square feet of floor space contained in the Premises and whose denominator is the total number of square feet of leasable floor space contained in all of the buildings in the Shopping Center. Tenant shall pay to Landlord, concurrently with Tenant's payments of monthly installments of Minimum Rent, an amount equal to one-twelfth (1/12th) of Tenant's estimated Common Areas Charge for the current calendar year, as determined annually and communicated to Tenant in writing by Landlord. After the end of each calendar year, Landlord shall deliver a statement setting forth Tenant's actual Common Areas Charge for such calendar year. Within thirty (30) days after receipt of such statement, Tenant shall pay to Landlord any unpaid portion of its actual Common Areas Charge for such calendar year or shall be entitled to a credit from Landlord for any excess Common Areas Charge actually paid by Tenant for such calendar year. Unless Tenant shall take written exception to any item in any such statement within such thirty (30) day period, such statement shall be considered as final and accepted by Tenant. No such exception shall extend the time within which Tenant is obligated to pay the amounts shown in Landlord's statement and any amount not paid within such thirty (30) day period shall be subject to interest and expenses pursuant to Article XXI. If Tenant shall occupy the Premises only during part of a calendar year, then Tenant's Common Area Charge for such partial calendar year shall be prorated for such partial calendar year, unless Tenant is otherwise obligated under this Lease in respect of all of such calendar year.

**Section 7.04 Definition of Common Area Costs.** For purposes of this Lease, the costs of operating and maintaining the Common Areas shall include, but not be limited to, any commercially reasonable Shopping Center management fees, the costs of lighting, electricity, heating and air conditioning for any enclosed portions of the Common Areas, water, cleaning, painting, sealing, staining and exterior maintenance of all buildings and facias, and awnings, trash removal, snow removal, pollution control, line repainting, landscape maintenance, sewer charges, wages, payroll taxes, worker's compensation insurance, parking lot liability insurance, licenses and permit fees, policing and security services, fire protection, traffic direction, repairs, replacements, depreciation and maintenance on equipment, maintenance supplies, personal property taxes, cost of advertising and other promotional activities, other everyday maintenance expenses, reserves for future maintenance and repair work and replacement of capital improvements (which Tenant hereby authorizes Landlord to make as necessary), the costs of alterations and improvements made by Landlord to comply with applicable laws and regulations of governmental authorities, now existing or hereafter enacted, any costs incurred by Landlord in connection with seeking any reduction in the costs of operating and maintaining the Common Areas, any costs incurred by Landlord in connection with seeking any reduction in the costs of taxes, utilities or other charges levied, assessed, or imposed in connection with the Shopping Center, including, the cost of any third party tax or utility service.

**Section 7.05 No Warranty by Landlord.** No representation, guaranty or warranty is made or assurance given that any communications or security systems, devices or procedures of the Common Areas will be effective to prevent injury to tenant or any other person or damage to or loss (by theft or otherwise) of any tenant's property or of the property of any other person, and

Landlord reserves the right to discontinue or modify at any time such communications or security systems or procedures without liability to Tenant.

#### **ARTICLE VIII USE.**

**Section 8.01 Permitted Use.** Tenant may use the Premises only for the permitted use set forth as a Fundamental Lease Provision in Article I, subparagraph (p) and for no other purpose. Tenant agrees at all times to conduct its business in the Premises in a dignified, ethical, responsible, and reputable manner consistent with the highest standards of service and merchandising and at all times to comply with all laws, ordinances, and governmental regulations (whether now existing or hereafter enacted or adopted) affecting the Premises and its cleanliness, safety, occupancy, and use.

**Section 8.02 Compliance With Laws.** Tenant at its own expense shall comply with and shall make all modifications or accommodations to the Premises required by the Americans with Disability Act or any similar state or local handicap discrimination law. Tenant shall indemnify, defend and hold harmless Landlord from and against any claims, losses, damages, and expenses (including attorneys' fees) arising out of or resulting from Tenant's failure to make any such modifications or accommodations and Tenant's failure to comply with all applicable laws, ordinances, rules, and regulations, including but not limited to the Americans with Disabilities Act or any similar state or local handicap discrimination law. Without limiting the foregoing, Tenant shall not use or occupy the Premises unless and until a Certificate of Occupancy permitting Tenant's use and occupancy has been issued by the appropriate governmental authority and remains in effect, any and all conditions and requirements of the Certificate of Occupancy have been complied with, and Landlord has received a copy of the Certificate of Occupancy and evidence of such compliance. Tenant shall prohibit its customers from loitering or congregating in the Premises or the Common Areas and from becoming a nuisance or otherwise disturbing the other tenants of the Shopping Center and their respective customers, employees, and invitees. Tenant agrees not to do or omit to do anything which will cause an increase in the premiums for the casualty insurance which Landlord maintains on the Shopping Center over and above the premiums which otherwise would be in effect for such insurance or which would cause the cancellation of any such insurance. Tenant shall pay Landlord on demand any increase in the insurance premiums on the Shopping Center on account of any extra risk caused by Tenant's use of the Premises.

**Section 8.03. No Nuisance or Waste.** Tenant agrees that it shall conduct its business in a dignified and ethical manner consistent with the highest standard of service and merchandising, and not in a disreputable or immoral manner or in violation of any state or local laws. This shall include, but not be limited to the following: 1) adult supervision shall be in evidence within the premises during all business hours. 2) Tenant shall prohibit loitering of its customers within the premises or within the common areas of the shopping center. 3) Noise associated with the operation of the business, including recorded music, shall be kept at an acceptable level so as not to interfere with the "quiet enjoyment" of other Tenants in the shopping center. Landlord shall notify Tenant, in writing, of any violation in connection with this section. The determination of said violation shall be at the sole discretion of the Landlord. If Tenant shall not have cured said

condition within ten (10) days after being notified by Landlord, Landlord may terminate this Lease and take possession of the premises without waiving any rights which it may have at law or in equity.

#### **ARTICLE IX OPERATION OF BUSINESS.**

Tenant shall (a) conduct its business in the entire Premises; (b) keep its signs, if any, well lighted during all business hours; (c) keep the 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; (d) neither solicit business nor distribute advertising matter in the Common Areas without the consent of Landlord; (e) not place any excessive weight upon the floor of the Premises; (f) use the name and insignia or other identifying mark of the Shopping Center (if any) designated by Landlord in Tenant's advertising, whether printed or visual, and make reference to the name of the Shopping Center in each instance of audio advertising; (g) 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 the Premises or at any other place where it may be seen or heard outside of the Premises; (h) not permit noise, sounds, activities, odors, or disturbances within the Premises which interfere or are likely to interfere with the businesses of other tenants in the Shopping Center and shall install a ventilation system in the Premises which is sufficient to ensure that odors do not permeate through the walls or ceiling of the Premises into adjacent bays of the Shopping Center and (i) not operate or permit gambling or wagering of any kind within the premises or the shopping center. Tenant agrees not to do or permit anything to be done which will interfere with the quiet enjoyment of other tenants or occupants of the Shopping Center. If Tenant's trade name is set forth as a Fundamental Lease Provision in Article I, subparagraph (e), then Tenant shall not conduct its business in the Premises under any other trade name without first obtaining Landlord's written consent to such change of trade name.

#### **ARTICLE X – LANDLORD'S COVENANTS.**

Landlord covenants that it is the owner or ground lessee of the Shopping Center and that Landlord has full power and authority to make this Lease with Tenant. Landlord further covenants that Tenant, upon the complete and timely payment of all rent and performance of all of Tenant's other obligations under this Lease, shall peacefully and quietly have, hold, and enjoy the occupancy of the Premises throughout the term of this Lease or until this Lease is sooner terminated in accordance with its provisions without any disturbance from Landlord or anyone claiming by, through, or under Landlord.

#### **ARTICLE XI – LIENS.**

Tenant shall have no authority to cause or permit a mechanic's, construction, or other lien to arise or be perfected with respect to the Premises or any part thereof; and Tenant shall so advise any contractor performing any work or providing any materials for Tenant in or with respect to the



Premises. If any mechanic's, construction, or other lien is filed against the Premises or any part thereof for any reason whatsoever by reason of Tenant's acts or omissions or because of a claim against Tenant, then Tenant shall cause such lien to be canceled and discharged of record by bond or otherwise within ten (10) days after written request by Landlord.

## **ARTICLE XII – MAINTENANCE AND REPAIRS.**

Except as otherwise provided in this Lease, Landlord at its expense shall keep and maintain the foundation, roof, and structural portions of the walls of the Premises, and the main utility connections serving the Premises, in good condition and repair at all times during the term of this Lease, except for damage thereto caused by the acts or omissions of Tenant or any of Tenant's contractors, employees, agents, customers, or invitees. Tenant shall be responsible for and shall at its expense repair any damage to the roof of the Premises resulting from any penetration of the roof of the Premises made by Tenant or its agents or contractors for the purpose of installing vents, exhaust fans, or similar devices serving the Premises or for any other purpose. Tenant at its expense shall repair any damage to any portion of the Premises caused by the acts or omissions of Tenant or any of Tenant's contractors, employees, agents, customers, or invitees. Except for those items for which Landlord is responsible pursuant to the first sentence of this section, Tenant at its expense shall keep and maintain the Premises in good condition and repair at all times during the term of this Lease in such manner as Landlord and any insurer of the Premises reasonably may require and also as may be required to comply with all applicable laws, ordinances, rules, and regulations, now existing or hereafter enacted, of any federal, state, or local governmental agency or subdivision having jurisdiction over the Premises. Tenant's responsibilities under this section shall include but are not limited to all plate glass windows and doors in the Premises, the store front or fronts of the Premises, and the fixtures and equipment serving or constituting a part of the Premises (including but not limited to the lighting, heating, air conditioning, ventilating, plumbing, electrical, sewer, and other mechanical systems and equipment serving the Premises). Tenant shall, at its expense, maintain a maintenance contract with a reputable heating and air conditioning service company which provides a minimum of four (4) regular maintenance calls per year. Tenant, at its expense, shall promptly make any and all repairs and replacements to the Premises and to the fixtures and equipment serving or constituting a part thereof which may be required to comply with the obligations of Tenant under this section, in each case in a good and workmanlike manner using materials, fixtures, and equipment whose quality is at least equal to that of the materials, fixtures, and equipment being repaired or replaced. Upon the expiration or termination of this Lease, Tenant shall deliver the Premises and the fixtures and equipment constituting a part thereof (excluding Tenant's trade fixtures) to Landlord in good condition and repair, reasonable wear and tear excepted. Notwithstanding the foregoing provisions of this section, Landlord and Tenant agree that this section shall not be applicable to any damage to or destruction of the Premises falling within the scope of Article XVII (dealing with insured and uninsured casualties) or Article XXIX (dealing with eminent domain), which damage or destruction shall be governed by the provisions of such other sections.

### **ARTICLE XIII –SIGNS AND TRADE FIXTURES.**

Tenant may install upon the exterior of the Premises and remove therefrom, at Tenant's expense, signs relating solely to Tenant's business in the Premises which comply all applicable laws, ordinances, and governmental regulations and which will cause no damage to the Premises; provided, that if any of such signs are other than the uniform signs prescribed by Landlord, Tenant first shall submit to Landlord plans for such signs showing all details (to scale) and colors thereof and shall obtain Landlord's prior written approval of such signs. Tenant shall not place or erect any signs or other devices upon any of the Common Areas. Tenant may install in the Premises and remove therefrom such trade fixtures as Tenant may deem necessary or appropriate to its business operations. Any damage to the Premises which may be caused by the removal of any of Tenant's signs or trade fixtures shall be repaired by Tenant at its expense forthwith upon the removal of any of such signs or trade fixtures. Tenant shall be responsible for the cleaning of, repair or replacement of, and maintenance of all signs erected or installed on or in the Premises.

### **ARTICLE XIV –ALTERATIONS BY TENANT.**

Tenant shall not make or suffer to be made any future alterations, additions or improvements (collectively "Alterations") in, on or to the Premises or any part thereof without the prior written consent of Landlord, which consent will not be unreasonably withheld; provided, however, Landlord may withhold its consent in its sole discretion if any proposed Alterations may adversely affect the structure or safety of the Building, the electrical, plumbing, HVAC, mechanical or life safety systems of the Building. If Landlord consents to the making of any Alterations, the same shall be made by Tenant at Tenant's sole cost and expense or, if Landlord and Tenant so agree, by Landlord at Tenant's sole cost and expense. Tenant's initial improvements and any subsequent Alterations shall be the property of Tenant.

### **ARTICLE XV –INDEMNIFICATION.**

Section 15.01. Waiver of Liability. Neither Landlord nor any of the Parties (as hereinafter defined) or mortgagee of any Mortgage (collectively the "Indemnitees") shall be liable or responsible in any way for, and Tenant hereby waives all claims against the Indemnitees with respect to or arising out of any death or any injury of any nature whatsoever that may be suffered or sustained by Tenant or any employee, licensee, invitee, guest, agent or customer of Tenant or any other person, from any causes whatsoever, or for any loss or damage or injury to any property outside or within the Premises belonging to Tenant or its employees, agents, customers, licensees, invitees, guests or any other person other than by reason of the gross negligence or willful misconduct of the Indemnitees, their employees or agents. Without limiting the generality of the foregoing, none of the Indemnitees shall be liable for any damage or damages of any nature whatsoever to persons or property caused by explosion, fire, theft or breakage, by sprinkler, drainage or plumbing systems, by failure for any cause to supply adequate drainage, by the interruption of any public utility or service, by steam, snow, ice, gas, water, rain or other substances leaking, issuing or flowing into any part of the Premises, by

natural occurrence, acts of the public enemy, riot, strike, insurrection, war, court order, requisition or order of governmental body or authority, or for any damage or inconvenience which may arise through repair, maintenance or alteration of any part of the Building, or by anything done or omitted to be done by any tenant, occupant or person in the Building. Neither Landlord's Agent nor any partners comprising Landlord, nor any shareholders, directors or officers of Landlord or Landlord's Agent (collectively the "Parties") shall be liable for the performance of Landlord's obligations under this Lease. Tenant shall look solely to Landlord to enforce Landlord's obligations hereunder and shall not seek any damages against any of the Parties. The liability of Landlord for Landlord's obligations under this Lease shall not exceed and shall be limited to Landlord's interest in the Building and Tenant shall not look to the property or assets of any of the Parties in seeking either to enforce Landlord's obligations under this Lease or to satisfy a judgment for Landlord's failure to perform such obligations.

Section 15.02. Indemnification. Tenant agrees to indemnify Landlord against and to hold Landlord harmless from any and all claims or demands of any third party arising from or based upon any alleged act, omission, or negligence of Tenant or Tenant's contractors, agents, invitees, customers, employees, or anyone else for whom Tenant may be or alleged to be responsible. In the event that Landlord shall, without fault on its part, be made a party to any litigation commenced by any third party against Tenant, then Tenant shall hold Landlord harmless from such litigation and shall pay all costs, expenses, and reasonable attorneys' fees incurred or paid by Landlord in connection with such litigation, together with any judgments rendered against Landlord.

## **ARTICLE XVI – INSURANCE**

Section 16.01 Insurance by Landlord. Landlord agrees at all times during the term of this Lease and any other period of occupancy of the Premises by Tenant to maintain and keep in force with respect to the Shopping Center (i) property insurance against physical loss or damage, (ii) commercial general liability insurance, and (iii) insurance against loss of rents, all with amounts of coverage and other terms as Landlord shall reasonably determine.

Section 16.02 Tenant's Insurance Contribution. Tenant shall pay to Landlord for each calendar year during the term of this Lease and any other period of occupancy of the Premises by Tenant, as additional rent, Tenant's Insurance Contribution (as defined in the following sentence). For purposes of this Lease, Tenant's "Insurance Contribution" for a calendar year shall be the Tenant Fraction of the premiums and other charges for insurance, cost of insurance deductibles and charges, and such other insurance coverage in such amounts as Landlord, in its sole discretion, shall elect to maintain. If any building in the Shopping Center is separately insured against physical loss or damage and the premiums for such separate insurance are payable by a tenant or owner other than Landlord, then such insurance premiums shall not be included in the premiums upon which Tenant's Insurance Contribution is based; and in such event the denominator of the Tenant Fraction for purposes of allocation of casualty insurance shall be reduced by the number of square feet of leasable floor space contained in the building or buildings which are covered by such separate insurance. Tenant shall pay to Landlord, concurrently with Tenant's payments of monthly installments of Minimum Rent, an amount

equal to one-twelfth (1/12) of Tenant's estimated Insurance Contribution for the current calendar year as determined annually and communicated to Tenant in writing by Landlord; within thirty (30) days after the end of each calendar year, Tenant shall pay to Landlord any unpaid portion of its actual Insurance Contribution for such calendar Year or shall be entitled to a credit from Landlord for any excess Insurance Contribution actually paid by Tenant for such calendar year. Tenant's Insurance Contribution shall be prorated for any period of Tenant's occupancy of the Premises which is less than a full calendar year, unless Tenant is otherwise obligated under this Lease in respect of all of such calendar year.

**Section 16.03 Tenant's Insurance.** Tenant, at its expense, at all times during the Lease Term and any other period of occupancy of the Premises by Tenant shall obtain and keep in force with respect to the Premises commercial general public liability insurance in form customarily written for the protection of owners, landlords, tenants, tenants' agents, patrons, employees, invitees and contractors or anyone else for whom Tenant is responsible, with Tenant as named insured and Landlord and Landlord's agent are named as additional insureds, which insurance shall provide coverage of not less than \$1,000,000 for each occurrence of bodily injury or property damage. Tenant also shall carry such personal injury and special liability insurance coverages, including but not limited to premises-operations, products and professional liability coverages as may be customary or appropriate with respect to Tenant's business or as Landlord reasonably may require and shall include Landlord as an additional insured thereunder. Tenant understands and acknowledges that the insurance which this section requires Landlord to obtain and keep in force will not cover any of Tenant's property, including but not limited to any leasehold improvements completed by Tenant within the Premises. Tenant agrees, at its expense, during the term of this Lease and other period of occupancy of the Premises by Tenant to obtain and keep in force with respect to Tenant's leasehold improvements, inventory, fixtures and equipment, signs, and other personal property in the Premises full replacement value fire and broad form extended coverage insurance. Landlord shall be included as an additional insured under the policies providing such insurance with respect to Tenant's leasehold improvements, and Tenant shall furnish Landlord with an appropriate certificate evidencing that all such insurance is in force and that Landlord is an additional insured thereunder as to such leasehold improvements. All policies of insurance required to be carried by Tenant hereunder shall provide that they may not be canceled without at least thirty (30) days prior written notice to Landlord. Prior to Tenant's taking possession of the Premises and continually throughout the term of this Lease, Tenant shall furnish to Landlord appropriate certificates evidencing that such insurance is in force and that Landlord is named as an insured thereunder; and Tenant shall pay to Landlord, on demand, a late charge of one hundred dollars (\$100.00) if any such certificate is not delivered to Landlord within thirty (30) days after Landlord has made a written request to Tenant for such certificate.

## **ARTICLE XVII – DAMAGE OR DESTRUCTION**

**Section 17.01 Damage by Insured Casualty.** If the Premises shall be partially or wholly damaged or destroyed by fire or any other casualty covered by the insurance required to be maintained by Landlord pursuant to the second sentence of Section 16.01, then Landlord forthwith shall proceed to repair and restore the Premises to at least the condition the Premises

were in immediately prior to such damage or destruction; provided, that Landlord's work shall not include the repair or restoration of any improvements or other work done by Tenant in or about the Premises. If the Shopping Center is more than 25% damaged or destroyed by fire or any other casualty covered by such insurance, then Landlord shall have the option either to cancel this Lease by notice to Tenant in writing within sixty (60) days after the occurrence of such damage or destruction or to repair and restore the Shopping Center to at least the condition it was in immediately prior to such damage or destruction, in which latter event this Lease shall continue in full force and effect; provided, that Landlord's work shall not include the repair or restoration of any improvements installed or other work done by Tenant in or about the Premises. If Landlord repairs or restores the Premises or the Shopping Center, as the case may be, pursuant to this section, then Tenant at its expense promptly shall repair, restore, or replace all of its leasehold improvements, trade fixtures, and personal property damaged or destroyed by such fire or other casualty.

**Section 17.02 Damage by Uninsured Casualty.** If the Shopping Center shall suffer damage in an amount less than \$50,000 by virtue of any casualty not covered by the insurance required to be maintained by Landlord pursuant to Section 16.01, then Landlord forthwith shall repair and restore the Shopping Center to at least the condition that it was in immediately prior to such damage. If the Shopping Center shall suffer damage in excess of \$50,000 by virtue of any casualty not covered by the insurance required to be maintained by Landlord pursuant to Section 16.01, then Landlord at its option either (a) may repair and restore the Shopping Center to good condition so as to be fit for occupancy within a reasonable time after the occurrence of such damage or (b) within sixty (60) days after the occurrence of such damage may terminate this Lease by giving Tenant notice in writing of such termination. If Landlord exercises its option to repair and restore the Shopping Center pursuant to this section, then it shall give Tenant written notice of the exercise of such option within sixty (60) days after the occurrence of such damage and then shall proceed with reasonable diligence to make such repairs and restoration; provided, that Landlord's work shall not include the repair or restoration of any improvements installed or other work done by Tenant in or about the Premises. In such latter event, Tenant at its expense promptly shall repair, restore, or replace all of its leasehold improvements, trade fixtures, and personal property damaged by such casualty. If the uninsured damage referred to in this section is caused by the act or omission of Tenant or any of Tenant's contractors, employees, agents, customers, or invitees, then notwithstanding any other provision of this section Tenant at its expense forthwith shall repair such damage.

**Section 17.03 Abatement of Rent.** In the event of any damage to or destruction of the Premises which makes the Premises in whole or in part unfit for use by Tenant in the normal course of its business in the Premises, then the Minimum Rent, Common Area Charges, Insurance Contribution and Tax Contribution, or a proportionate part thereof based upon that portion of the Premises which is unfit for use by Tenant in the normal course of its business, shall abate until the Premises have been repaired or restored by Landlord in accordance with Sections 17.01 and 17.02, as the case may be. Nothing in this section shall be construed to abate the Percentage Rent or any additional rent payable by Tenant under this Lease, but the computation of the Percentage Rent shall be based upon the reduced Minimum Rent to the extent that the Minimum Rent is abated pursuant to the preceding sentence.

### **ARTICLE XVIII – ASSIGNMENT AND SUBLETTING**

Tenant shall have no right to assign this Lease or to sublet the Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld; provided, that if Landlord gives such consent, then Tenant shall remain primarily liable to Landlord for the payment of the rent and the performance of all of Tenant's other obligations under this Lease for the remainder of the Lease Term. Tenant shall not allow or permit any transfer of this Lease, or of any interest in or rights under this Lease, by operation of law and shall not mortgage, pledge, or encumber this Lease or any interest herein. For purposes of this section, a change in control of Tenant shall be deemed to be an assignment of this Lease requiring Landlord's prior written consent. If Landlord consents to an assignment of this Lease by Tenant, then such consent shall apply only to the remainder of the then current Lease Term and not to any subsequent periods as to which Tenant has an unexercised option to extend the term of this Lease; and any such option or options shall be of no further force or effect after such assignment has been consented to by Landlord. Landlord shall have the absolute right, exercisable in its sole discretion for any reason, to withhold any consent which may be required under this section. In the event Tenant requests Landlord's consent to a sublease or assignment hereunder, Tenant shall pay Landlord a non-refundable fee of \$300.00, in advance, to cover Landlord's expenses incurred in connection with reviewing and processing such request.

### **ARTICLE XIX – ENTRY BY LANDLORD**

Landlord shall have the right to enter upon the Premises at all reasonable hours for the purpose of inspecting the Premises, for the purpose of making repairs, additions, or alterations thereto, or for any other lawful purpose; provided, that such entry shall not unreasonably interfere with the conduct of Tenant's business. For a period commencing six (6) months prior to the expiration of this Lease, Landlord may have reasonable access to the Premises for the purpose of exhibiting the Premises to prospective tenants thereof and may display "For Rent" signs on the Premises.

### **ARTICLE XX – 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 the Premises during the Lease Term. Tenant shall hold Landlord and the 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 the 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. Landlord shall not be liable for any interruption in the supply of any utilities to the Premises or for any damage caused either to the electrical system or to Tenant's equipment in the Premises by any power surge. Landlord does not guarantee the availability of any utilities. 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 therefore 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 XXI - DEFAULT**

**Section 21.01 Default.** If Tenant defaults in the payment of any rent or other sums of money when due hereunder (a "Monetary Default"), vacates or abandons the Premises or fails to perform or comply with any other term or condition of this Lease (a "Non-Monetary Default"), and if such Monetary Default shall continue for a period of five (5) days after written notice thereof has been given by Landlord to Tenant, or if such Non-Monetary Default shall continue for a period of thirty (30) days after written notice thereof has been given by Landlord to Tenant, then Tenant shall be in default under this Lease and Landlord, at its option, may re-enter and repossess the Premises, with or without process of law, and, at its option, may declare this Lease terminated and the term of this Lease ended forthwith; and Landlord shall not be liable for damages by reason of such re-entry and repossession; provided, however, if a Non-Monetary Default is not reasonably capable of cure within thirty (30) days, then Tenant shall not be in default if Tenant commences to cure the default within thirty (30) days and uses commercially reasonable efforts to promptly cure the default. As security for payment of all rent and other amounts payable by Tenant and performance of all other obligations to be performed by Tenant under this Lease, Tenant hereby grants to Landlord a security interest in all of Tenant's property presently or hereafter situated in the Premises and all proceeds therefrom of such property. The provisions of this section shall constitute a security agreement under the Uniform Commercial Code, as amended from time to time, and, without limiting the effectiveness of this section, Tenant shall execute such financing statement(s) as Landlord may request. Notwithstanding such re-entry and repossession by Landlord and the holding of such fixtures, equipment, inventory, and other personal property, and whether or not Landlord exercises its option to terminate this Lease, the liability of Tenant for the payment of the rent and other sums due or to become due under this Lease and for the performance of Tenant's other obligations under this Lease for the remainder of the term of this Lease (determined as if Landlord had not terminated this Lease) shall not be relinquished or extinguished but shall continue in full force and effect; and Landlord at any time may commence such one or more actions as it may deem necessary to collect any sums due from or payable by Tenant under this Lease for such period. In the event of any such re-entry and repossession, Landlord shall have the right to relet all or any portion of the Premises upon such terms and conditions as Landlord may deem appropriate; and any such reletting shall not relieve Tenant of any of its obligations to Landlord under this Lease, except to the extent of any net rentals actually received by Landlord from such reletting after deducting all of Landlord's expenses (including but not limited to legal expenses, brokerage commissions, and the costs of altering the Premises so as to render the Premises suitable for reletting) incurred in preparing for and accomplishing such reletting. Tenant further agrees to pay, in addition to the rent and other sums payable under this Lease, such additional sums as a court of competent jurisdiction may adjudge reasonable as attorneys' fees in any suit or action instituted by Landlord to enforce the provisions of this Lease or the collection of the rent or other sums payable by

Tenant under this Lease. Tenant hereby waives any right of redemption which it may have under any present or future law in the event Tenant is evicted from or dispossessed of the Premises for any reason. Unless Landlord otherwise agrees in writing, Tenant's surrender of possession of the Premises to Landlord prior to the end of the term of this Lease and Landlord's acceptance of such surrender shall not effect a termination of this Lease or release Tenant from any of its obligations under this Lease for the remainder of the term of this Lease. To the extent allowed by law, Tenant hereby waives any and all right to a trial by jury in any suit or suits brought to enforce any provisions of this Lease or arising out of or concerning any provisions of this Lease.

**Section 21.02 Cumulative Rights.** The rights, options, elections, and remedies of Landlord and Tenant contained in this Lease shall be cumulative and may be exercised on one or more occasions; and none of them shall be construed as excluding any other or additional right, priority, or remedy allowed or provided at law or in equity.

**Section 21.03 Bankruptcy.** In the event Tenant becomes the subject of voluntary or involuntary proceedings under the federal bankruptcy statutes as in effect from time to time, Landlord shall have all of the rights and remedies which are available to a landlord under such statutes in such an event. Such event also shall constitute a default under this Lease, and Landlord thereupon may exercise all of its rights and remedies under Article XXI unless prohibited from doing so by such statutes.

**Section 21.04 Manner and Place of Rent Payments.** All payments of rent and any other sums payable by Tenant to Landlord under this Lease shall be made by Tenant to Landlord without demand, deduction, or set-off at the address set forth as a Fundamental Lease Provision in Article I, subparagraph (b) or at such other place as Landlord from time to time may designate in writing.

**Section 21.05 Delinquent Payments.** Should Tenant fail to pay Landlord the Minimum Rent or additional rental due under this Lease by the 10th day of each calendar month, Tenant shall pay as a late charge fee the amount equal to ten percent (10%) of the amount which is due and payable to Landlord. Acceptance of such late charges by Landlord, shall in no event constitute a waiver of Tenant's default with respect to such over due amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder. If Landlord engages an attorney or collection agency to collect any delinquent payment from Tenant or to enforce the performance by Tenant of any other obligation of Tenant which is delinquent under this Lease, then Tenant also shall be liable for and shall pay to Landlord, on demand, an amount equal to the attorney fees, court costs, and other collection expenses incurred by Landlord with respect to the collection of such delinquent payment or the enforcement of such delinquent performance, whether or not suit is filed against Tenant for such purpose. If Tenant is late for three (3) or more consecutive months in making any of its payments of rent due under this Lease, then Landlord, in addition to Landlord's other rights and remedies under this Lease, thereafter shall have the right to require Tenant to make all rent payments under this Lease quarterly in advance rather than monthly in advance.



#### **ARTICLE XXII - HOLDOVER**

In the event that Tenant remains in possession of the Premises after the expiration or termination of this Lease, then Tenant shall be deemed to be occupying the Premises as a Tenant from month-to-month, subject to all of the conditions, provisions, and obligations of this Lease, but without any rights to extend the term of this Lease; provided, that the Minimum Rent payable by Tenant during any such period of holdover shall be two (2) times the sum of the Monthly Base Rent payable for the last month of the Lease Term, prorated on a daily basis for each day that Tenant remains in possession. Landlord's acceptance of rent from Tenant in such event shall not alter the status of Tenant as a month-to-month tenant whose occupancy of the Premises may be terminated by Landlord at any time upon one month's notice in advance.

#### **ARTICLE XXIII - WAIVERS**

One or more waivers by Landlord or Tenant of a breach of any covenant or condition by the other of them shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by Landlord or Tenant to or of any act by either requiring the other's consent or approval shall not be deemed to waive or render unnecessary either party's consent to or approval of any subsequent similar act by the other party. No waiver or consent of either party shall be binding unless in writing, and Landlord's acceptance of rent with knowledge of the existence of any breach of this Lease by Tenant shall not constitute a waiver of such breach.

#### **ARTICLE XXIV – WAIVER OF CLAIMS**

Each party hereto hereby waives any and all claims for or rights of recovery which such party or anyone claiming through such party may have against the other party hereto (or such other party's officers, agents, or employees) for or with respect to any loss of or damage to such waiving party's property or for any business interruption which is insured or indemnified under valid insurance policies, whether or not such loss, damage, or business interruption is caused by the negligence of such other party or such other party's officers, agents, employees, or any other person or persons for whose actions such other party may be responsible or liable; provided, that the foregoing waiver shall be effective only to the extent of the insurance proceeds actually collected under such policies in respect of such loss, damage, or business interruption and only when permitted by the applicable insurance policy. Such waiver of claims and rights by Tenant also shall operate as a similar waiver in favor of the other tenants of the Shopping Center and the respective officers, agents, and employees of such other tenants.

#### **ARTICLE XXV – NOTICES**

Whenever under this Lease a provision is made for notice of any kind, such notice and the service thereof shall be deemed sufficient if such notice to Tenant is in writing addressed to Tenant at the address set forth as a Fundamental Lease Provision in Article I, subparagraph (d) and is delivered personally or sent by overnight express delivery or by United States certified mail, return receipt requested, with postage prepaid and if such notice to Landlord is in writing addressed to Landlord at the address set forth as a Fundamental Lease Provision in Article I, subparagraph (b) and is delivered personally or sent by overnight express delivery or by United States certified mail, return receipt requested, with postage prepaid. Either party may by notice to the other party change the address at which it wishes to receive any notice given under this Lease.

## **ARTICLE XXVI - TAXES**

Section 26.01 Definition of Taxes. Landlord shall pay, prior to delinquency, the general real estate taxes and the installments of special taxes, assessments, or levies of any kind (however denominated) payable during the term of this Lease (collectively referred to in this section as the "Taxes") on the land and improvements constituting the Shopping Center.

Section 26.02 Tenant's Tax Contribution. Tenant shall pay to Landlord for each calendar year during the term of this Lease or any other period of occupancy of the Premises by Tenant, as additional rent, Tenant's Tax Contribution (as defined in the following sentence). For purposes of this Lease Tenant's "Tax Contribution" for a calendar year shall be the Tenant Fraction of the Taxes actually paid by Landlord during such calendar year, regardless of the tax period to which such Taxes relate. If any portion of the Shopping Center is assessed for real estate tax purposes as a separate parcel and the Taxes on such separate parcel are payable by a tenant or owner other than Landlord, then such Taxes shall not be included in the Taxes for purposes of Tenant's Tax Contribution under this section; and in such event the denominator of the Tenant Fraction for purposes of this section shall be reduced by the number of square feet of leasable floor space contained in the building or buildings located on such separate parcel. Tenant shall pay to Landlord, concurrently with Tenant's payments of monthly installments of Minimum Rent, an amount equal to one-twelfth (1/12) of Tenant's estimated Tax Contribution for the current calendar year, as determined annually and communicated to Tenant in writing by Landlord; within thirty (30) days after the end of each Lease Year, Tenant shall pay to Landlord any unpaid portion of its actual Tax Contribution for such calendar year or shall be entitled to a credit from Landlord for any excess Tax Contribution actually paid by Tenant for such calendar year. Tenant's Tax Contribution shall be prorated for any period of Tenant's occupancy of the Premises which is less than a full calendar year unless Tenant is otherwise obligated under this Lease in respect of all of such calendar year. Tenant shall be responsible for and shall pay, before the same become delinquent, all federal, state, county and local taxes (other than Landlord's income taxes) levied or assessed upon: (1) any personal property and fixtures (and leasehold improvements if separately assessed) of Tenant at any time located in or about the Premises, and (2) Tenant's interest under this Lease or the rentals derived from or paid by Tenant under this Lease. Tenant shall also be responsible for and shall pay all sales, excise and other equivalent taxes (however denominated) in any way resulting from Tenant's possession or use of the Premises or payment of rent under this Lease. Tenant agrees to pay, upon receipt of an

invoice from Landlord, its pro rata share of any fees and expenses charged by Landlord's tax consultants, if any, and/or fees and expenses (including, without limitation, attorneys' fees and accountants' fees) incurred by Landlord in connection with the pursuit of any reduction, refund, or revaluation of the real estate taxes.

#### **ARTICLE XXVII – DELAYS IN PERFORMANCE**

The performance by Landlord and Tenant of any of their respective obligations or undertakings provided for in this Lease (except the payment of rent or any other sums of money payable by Tenant under this Lease) shall be excused and no default shall be deemed to exist in the event and so long as the performance of any such obligation or undertaking is prevented, delayed, retarded, or hindered by any act of nature, weather conditions, fire, earthquake, flood, explosion, war, riot, terrorism, failure of transportation, strikes, lockouts, action of labor unions, condemnation, laws, orders of government or civil or military authorities, inability to procure labor, equipment, facilities, materials, or supplies in the open market, or any other cause beyond the control of Landlord or Tenant, as the case may be.

#### **ARTICLE XXVIII – SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT**

(a) Tenant's rights under this Lease are subject to and subordinate to any ground Lease, mortgage, deed of trust or other security instrument constituting a lien upon the Premises or Landlord's interest therein (a "Mortgage"), whether the same is in existence at the date hereof or is created hereafter; provided that the foreclosure of any such Mortgage created hereafter shall not terminate this Lease, disturb Tenant's possession of the Premises or deprive Tenant of any rights or increase any of its obligations under this Lease if Tenant is not then in default of its obligations hereunder. The party or parties having the benefit of the Mortgage, whether as lessor, mortgagee, beneficiary or note holder, shall be referred to herein as the "Mortgagee." Tenant agrees to send to any Mortgagee whose address has been furnished to Tenant, a copy of any notice of default served by Tenant on Landlord. If Landlord fails to cure such default within the time provided in this Lease, any such Mortgagee shall have an additional thirty (30) days to cure such default; provided that if such default cannot reasonably be cured within that period, then any such Mortgagee shall have such additional time to cure the default as is reasonably necessary under the circumstances provided that it commences the work within that thirty (30) day period and thereafter diligently brings it to completion. Tenant's acknowledgment and agreement of subordination and its agreement to give notice as provided in this subsection and the non-disturbance protection afforded to Tenant are self-operative, and no further instrument shall be necessary to make them enforceable; provided, however, that Tenant shall execute an agreement as provided in subsection (c) below upon request.

(b) If any person shall succeed to all or part of Landlord's interest in the Premises, whether by purchase, foreclosure, deed in lieu of foreclosure, power of sale, termination of Lease or otherwise, Tenant shall attorn to such successor in interest and shall execute such agreement in confirmation of such attornment as such successor in interest shall reasonably require.

(c) Tenant agrees, within ten (10) days after receipt of a request from Landlord or a present or future Mortgagee, to execute a subordination, non-disturbance, and attornment agreement ("SNDA") which may require that Tenant subordinate its rights under the Lease to the Mortgagee, agree to pay rents to the Mortgagee upon demand, agree to attorn to any purchaser acquiring title to the Premises by virtue of the Mortgage, and agree that such purchaser shall not be responsible for the actions of Landlord (other than such matters that constitute continuing defaults to the extent that they continue after it acquires title) or the refund of the Security Deposit, if any, unless it has actually been received by the Mortgagee; and the Mortgagee agrees that neither it nor any such purchaser will disturb Tenant's possession as long as Tenant is not in default hereunder. The SNDA may contain such other terms as the Mortgagee may reasonably require, provided that such terms do not materially deprive Tenant of any rights or increase any of its obligations under this Lease. In the event of any conflict between the terms of this section and the terms of an SNDA executed by Tenant and Landlord, the terms of the SNDA shall prevail.

#### **ARTICLE XXIX – EMINENT DOMAIN**

If the whole of the Premises or the Shopping Center or the parking area in the Shopping Center shall be taken under the power of eminent domain, then this Lease shall terminate and expire as of the date upon which possession must be surrendered to the public authority involved; the rent and any other sums payable under this Lease shall be prorated as of such date; and Landlord and Tenant shall be released from any further liability under this Lease. If more than twenty-five percent (25%) but less than all of the floor area of the Premises or of the Shopping Center shall be taken or condemned or if the parking area in the Shopping Center is reduced by more than twenty-five (25%) through condemnation or eminent domain proceedings and Landlord does not within ninety (90) days begin and thereafter complete the construction of substitute parking replacing at least the majority of the parking so taken using double decking, contiguous land, or underground areas, then either Landlord or Tenant may terminate this Lease by serving upon the other party a written notice of termination effective as of the date upon which possession must be surrendered to the public authority involved. In the event that such option to terminate is exercised, the Minimum Rent and additional rent shall be prorated as of such date of surrendering possession; and Landlord and Tenant shall be released from any further liability under this Lease. If any portion of the Premises or the Shopping Center is taken for public use and if neither party is entitled to exercise or does exercise its option to terminate this Lease as permitted above in this section, then the Minimum Rent shall be reduced as of the date upon which possession must be surrendered to the public authority involved in the proportion which the actual floor area in the Premises taken bears to the total floor area originally demised in the Premises, and after such date the Percentage Rent shall be based upon the reduced Minimum Rent; and Landlord promptly shall repair, restore, or rebuild for occupancy by Tenant the portion of the Premises not so taken. If, during the repair, restoration, or rebuilding required, the Premises are not usable in the reasonable opinion of Landlord, then Landlord and its contractors temporarily shall have possession of the Premises during the period of repair, restoration, or rebuilding; but the reduced rent provided for in this section shall not abate. All compensation and damages awarded or other sums or awards paid on account of any condemnation or taking,

whether temporary or permanent, under the power of eminent domain of the Premises, the Common Areas, or the Shopping Center, or any portion of portions thereof, shall belong to and be the sole property of Landlord whether such damages or other sums are awarded as compensation for the loss, taking, or diminution in value of any fee, leasehold, easement, or other interest in the Premises, the Common Areas, the Shopping Center, or otherwise or for the acquisition by the condemning authority of any temporary easement or other rights therein; and in no event shall Tenant have any claim whatsoever against Landlord or the condemning authority for the loss or diminution in value of its leasehold interest in the Premises or any leasehold improvements therein or for the value of any unexpired term of this Lease, Tenant hereby expressly assigning to Landlord any such right or claim; provided, however, that Tenant shall be entitled to any separate award made by the condemning authority solely for or on account of any loss or expense which Tenant may sustain or incur in removing and relocating Tenant's merchandise, trade fixtures, or equipment from the Premises or for any loss of or damage to such items of Tenant's personal property. Nothing contained in this section shall be construed to release any liability of Tenant to Landlord which arose prior to the effective date of any termination of this Lease pursuant to this section.

#### **ARTICLE XXX – CONTINUOUS OCCUPANCY**

Tenant agrees continuously throughout the term of this Lease to occupy the Premises and to conduct its business therefrom during all normal business hours, except when the Premises are untenable by reason of the occurrence of any damage thereto or the destruction thereof.

#### **ARTICLE XXXI – ESTOPPEL CERTIFICATES**

Tenant, from time to time upon written request from Landlord, agrees to execute, acknowledge, and deliver to Landlord within ten (10) days after such written request, without charge, in form reasonably satisfactory to Landlord, a written statement certifying that Tenant has accepted the Premises, that this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect as modified, setting forth the modifications), that Landlord has performed all of its obligations under this Lease and is not in default under this Lease, and such additional facts as reasonably may be required by Landlord. Tenant understands and agrees that any such statement delivered pursuant to this section may be relied upon by any prospective purchaser of the Premises, any mortgagee or prospective mortgagee of the Premises, and their respective successors and assigns. Tenant's failure to comply with this section shall at Landlord's option constitute an event of default under this Lease.

#### **ARTICLE XXXII – SECURITY DEPOSIT**

Tenant shall deposit with Landlord as a security deposit under this Lease the amount set forth as a Fundamental Lease Provision in Article 1, subparagraph (q). Such security deposit shall be held by Landlord, without interest, as security for the faithful performance by Tenant of all the terms of this Lease to be observed and performed by Tenant. The security deposit shall not be

mortgaged, assigned, transferred, or encumbered by Tenant without the written consent of Landlord; and any such act on the part of Tenant shall be without force and effect and shall not be binding upon Landlord. If any rent or other sum payable by Tenant to Landlord is overdue and unpaid, or if Landlord makes any payments on behalf of Tenant, or if Tenant fails to perform any of the terms of this Lease, then Landlord may, at its option and without prejudice to any other remedy which Landlord may have on account thereof, appropriate and apply such deposit or so much thereof as may be necessary toward the payment of the rent or other sum due Landlord by reason of such breach on the part of Tenant or toward the performance of any other overdue obligation of Tenant under this Lease; and Tenant forthwith upon demand by Landlord shall restore such deposit to its original amount. If Tenant fails to conform or comply with terms or conditions of this Lease resulting in three (3) defaults within a twelve (12) month period, as provided in this Lease, Tenant's security deposit requirement may be increased to 300% of the original security deposit as an additional default cure provision. If Tenant complies with all of the terms of this Lease, then such deposit (or the portion thereof not applied by Landlord to cure a default by Tenant) shall be returned to Tenant at the end of the term of this Lease. In the event of bankruptcy or other creditor proceedings against Tenant, such security deposit shall be deemed to be applied first to the payment of rent and other sums due Landlord for periods prior to the commencement of such proceedings. Landlord may deliver such security deposit to the purchaser of Landlord's interest in the Premises in the event that such interest is sold, and thereupon Landlord shall be discharged from any further liability with respect to such deposit.

#### **ARTICLE XXXIII – PROMOTION**

Landlord shall, but in no event shall be required to, have the right to advertise the Shopping Center in the local metropolitan statistical area, and formulate, provide, and carry out an ongoing Program of Events (as hereinafter defined), both of which, in Landlord's sole judgment, shall serve to enhance and promote the Shopping Center and its occupants. For purposes of this Section, "Program of Events" shall mean, without limitation, all shows, displays, signs, marquees, décor, special events, seasonal and holiday events, promotional literature to be distributed within and outside the Shopping Center, advertisements for the Shopping Center, and other activities within the Shopping Center designated to attract customers. The cost of such promotional activities shall be considered a Common Area Charge.

#### **ARTICLE XXXIV – RELOCATION**

Landlord shall have the option to relocate Tenant to alternative space in the Shopping Center, which alternative space shall be of comparable size to or larger than the Premises. Landlord shall give Tenant not less than sixty (60) days prior written notice of such relocation, which notice shall include the date on which Tenant shall be required to relocate or move and a description of the space to which Tenant will be relocated. Landlord shall pay all out-of-pocket costs and expenses of relocating Tenant. If Tenant fails to relocate, within such sixty (60) day period, Landlord shall have the right at its sole option, to cancel this Lease and all of the terms, covenants, conditions and agreements herein contained shall become null and void and of no further force and effect as of the date on which Tenant would have been required to relocate, as

set forth in Landlord's written notice. In the event of such relocation, such alternative space shall for all purposes be deemed the Premises hereunder and this Lease shall continue in full force and effect without any change in the other terms or condition hereof.

#### **Article XXXV - Miscellaneous**

Section 35.01 **Handling Charge.** Tenant shall pay to Landlord on demand a handling charge of Fifty Dollars (\$50.00) for any check given to Landlord by Tenant for payment of any sums due hereunder which is dishonored by Tenant's bank for any reason.

Section 35.02 **Relationship of Parties.** Nothing contained in this Lease shall be deemed or construed by Landlord or Tenant, or by any third party, to create the relationship of principal and agent or of partnership or of joint venture between Landlord and Tenant.

Section 35.03 **No Liability of Landlord.** Landlord shall not be responsible or liable to Tenant or anyone claiming through Tenant for any loss or damage that may be caused by or through the acts or omissions of persons occupying premises adjacent to the Premises or in any other part of the Shopping Center (or of their customers, employees, agents, or invitees) or for any expense, loss, or damage sustained by Tenant or anyone claiming through Tenant from (a) the bursting, stoppage, or leaking of water, gas, sewer or steam pipes, downspouts, tanks, drains, or fixtures wherever located, (b) broken glass, (c) water, snow, or ice upon the Shopping Center or any portion thereof, (d) theft or other dishonest act by anyone other than Landlord, (e) water, wind, or other weather or natural condition or event, or (f) defects in the Premises or any fixtures or equipment therein which Landlord has not expressly agreed in writing to remedy.

Section 35.04 **Binding Agreement.** All rights and liabilities given to or imposed upon Landlord or Tenant in this Lease shall extend to and bind their respective heirs, executors, administrators, personal representatives, successors, and assigns. No rights, however, shall inure to the benefit of any assigns of Tenant unless the assignment thereof to such assignee has been approved in writing by Landlord.

Section 35.05 **Governing Law.** This Lease shall be governed by and construed in accordance with the laws of the State in which the Premises are located.

Section 35.06 **Multiple Counterparts.** This Lease may be executed in multiple counterparts, each of which shall be deemed to be an original for all purposes.

Section 35.07 **Definitions.** Except as otherwise expressly stated in this Lease, the "term" of this Lease shall include the original term and any additional period as to which this Lease may be extended, and references to this "Lease" shall include this document and any properly executed amendment thereof or supplement thereto.

Section 35.08 **No Personal Liability.** Notwithstanding any other provision of this Lease, Tenant agrees that it will look solely to the equity, estate, and property of Landlord in the land

and buildings comprising the Shopping Center (subject to prior rights of the holder of any mortgage or deed of trust thereon) for the collection of any judgment requiring the payment of money by Landlord; and Tenant understands and agrees that no other assets of Landlord shall be subject to levy, execution, or other process for the satisfaction of any such judgment or for the enforcement of any rights or remedies of Tenant.

Section 35.09 Sale or Underlying Lease. In the event of a sale or transfer of all or any portion of the Shopping Center or any undivided interest therein, or in the event of the making by Landlord of an underlying Lease of all or substantially all of the Shopping Center, or in the event of an assignment or transfer of the leasehold estate under any such underlying Lease, the respective grantor, transferor, landlord, or assignor, as the case may be, thereafter shall be entirely relieved of all obligations to be performed by Landlord under this Lease to the extent of the interest in or portion of the Shopping Center so sold, transferred, or Leased. Notwithstanding the foregoing provisions of this section, the grantor, transferor, landlord, or assignor, as the case may be, referred to in this section shall not be relieved of any liability to Tenant arising or occurring prior to the sale, transfer, or Lease referred to in this section.

Section 35.10 Section Titles. The titles of the various sections of this Lease have been inserted merely as a matter of convenience and for reference only and shall not be deemed in any manner to affect the meaning or construction of the language contained in the body of such sections.

Section 35.11 Severability. If any provision of this Lease shall be declared legally invalid or unenforceable, then the remaining provisions of this Lease nevertheless shall continue in full force and effect and shall be enforceable to the fullest extent permitted by law.

Section 35.12 Time of the Essence. Time is of the essence of this Lease, and all provisions of this Lease relating to the time of performance of any obligation under this Lease shall be strictly construed.

Section 35.13 Landlord's Right to Cure. Landlord may, but shall not be obligated to, cure any default by Tenant in the performance of any of Tenant's obligations under this Lease, including but not limited to Tenant's failure to pay any taxes, obtain any insurance, make any repairs, or satisfy any lien claims, after complying with the notice provisions contained in Article XXV; in the event that Landlord elects to so cure any default by Tenant, then all costs and expenses paid by Landlord in so curing such default, including but not limited to reasonable attorneys' fees, shall be deemed to be additional rent due immediately after such payment by Landlord, together with interest thereon (except in the case of such attorneys' fees) at the rate provided for in Section 21.05 from the date of such payment by Landlord to the date of repayment by Tenant to Landlord.

Section 35.14 Brokers. Tenant warrants that it had no dealings with any broker or agent in connection with the negotiation or execution of this Lease other than Landlord's broker, if any; and Tenant agrees to indemnify Landlord against and to hold Landlord harmless from any expense or liability for commissions or other compensation or charges claimed by any other broker or agent with respect to this Lease.



Section 35.15 Number and Gender. Where the context of this Lease requires, singular words shall be read as if plural, plural words shall be read as if singular and words of neuter gender shall be read as if masculine or feminine.

Section 35.16 Entire Agreement Landlord and Tenant hereby agree that this document contains the entire agreement between them and that there are no other agreements, written or verbal, between them pertaining to the Premises or the subject matter hereof. This Lease may not be amended or supplemented orally but only by an agreement in writing which has been signed by the party against whom enforcement of any such amendment or supplement is sought.

Section 35.17 Surrender. Upon the expiration or termination of this Lease, Tenant agrees forthwith to surrender to Landlord possession of the Premises and the fixtures and equipment constituting a part thereof with all keys thereto.

Section 35.18 Environmental Matters. For purposes of this section "Hazardous Substance" shall have the meaning given to such phrase in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9601, et seq.) and also shall include any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials which are regulated by any federal, state, or local law, ordinance, rule, regulation, or policy relating to the protection of the environment. For purposes of this section an "Environmental Regulation" is any federal, state, or local law, ordinance, rule, regulation, or policy governing the use, storage, treatment, transportation, manufacture, refinement, handling, production, discharge, emission, or disposal of any Hazardous Substance. Tenant shall not use, store, handle, produce, dispose of, discharge, take any other actions, or allow anyone else to take any of such actions, with respect to any Hazardous Substance in, at, on, or from the Premises in any manner which violates any Environmental Regulation. During the term of this Lease and any other periods of Tenant's occupancy of the Premises, Tenant at its expense shall obtain, maintain in effect, and comply with all permits and licenses required by any Environmental Regulation applicable to Tenant or the Premises. Within three (3) business days after Tenant is notified or otherwise becomes aware of any actual or potential violation or alleged violation of any Environmental Regulation involving or relating to the Premises, Tenant shall notify Landlord in writing of such actual or potential violation or alleged violation and promptly shall deliver to Landlord copies of any written materials that Tenant may have or thereafter receive which pertain to or purport to give notice of such actual or potential violation or alleged violation. Tenant at its expense promptly shall conduct and complete all investigations, studies, sampling, testing, removal, and other actions necessary to clean up and remove from the Premises any Hazardous Substance which may have been introduced into or upon the Premises during the term of this Lease or any other period of occupancy of the Premises by Tenant, all in accordance with and as required by any applicable Environmental Regulation and the orders and directions of federal, state, and local governmental authorities having jurisdiction over the Premises or such actions. Tenant shall provide Landlord and Landlord's agents or representatives with access to the Premises and to Tenant's files and records at all reasonable times for the purpose of verifying Tenant's compliance with the requirements of this section. Tenant shall indemnify Landlord against and hold Landlord harmless from any and all claims, demands, penalties, fines, liabilities,

settlements, damages, costs, or expenses of whatever kind or nature (including but not limited to attorney fees, fees of environmental consultants, and laboratory fees) known or unknown, contingent or otherwise, arising out of or in any way related to the presence, release, threatened release, or disposal of any Hazardous Substance in, upon, or from the Premises or arising out of or in any way related to the violation by Tenant or the Premises of any Environmental Regulation during the term of this Lease and any other period of Tenant's occupancy of the Premises. The obligations of Tenant under this section shall survive the termination of this Lease and of Tenant's occupancy of the Premises.

**Section 35.19 Odors.** Tenant expressly agrees to prevent the permeation or spread of odors from the Premises which interfere or are likely to interfere with the business of the other tenants in the Shopping Center. Tenant shall install a ventilation system in the Premises which is sufficient to insure that odors do not permeate through the walls or ceiling of the Premises into adjacent bays of the Shopping Center. In the event such odors should permeate or spread, Tenant agrees, at its own expense, to timely make all necessary repairs or take other remedial action to insure the containment of such odors and to indemnify and hold Landlord harmless from all damages, liabilities, costs and expenses incurred by Landlord, including without limitation reasonable attorneys' fees which in any way result from the permeation or spread of odors from the Premises.

**Section 35.20 Other Tenants.** Landlord reserves the absolute right to effect such other tenancies in the Shopping Center as Landlord, in the exercise of its sole business judgment, which it may determine best promotes the interest of the Shopping Center. Tenant does not rely on the fact, nor does Landlord represent that any specific tenant or number of tenants shall during the term of this Lease occupy any space in the Shopping Center.

**Section 35.21 Rules and Regulations.** Tenant shall faithfully observe and comply with the Rules and Regulations and, after notice thereof, all reasonable modifications thereof and additions thereto from time to time promulgated in writing by Landlord, all of which are hereby incorporated herein by this reference. Landlord shall not be responsible to Tenant for the nonperformance by any other tenant or occupant of the Building or Building of any of the Rules and Regulations.

**Section 35.22. Personal Guarantees.** The following members of 27<sup>th</sup> Street Bro's, LLC, Chad Leeling, Eugene Brown, shall sign this agreement, as primary Obligors, hereunder and hereby personally guarantee the payment of all amounts due under this lease,

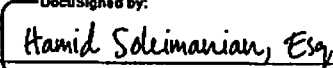
**Section 35.23 Exhibits.** The following Exhibits are an integral part of this Lease and have been attached to this Lease prior to its execution:

- A - Shopping Center site plan showing location of the Premises
- B - Description of Landlord's work to be done in the Premises
- C - Rules and Regulations

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

**LANDLORD:**

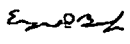
Soleiman Brothers, LLC  
a California limited liability company

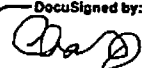
By:  DocuSigned by:  
2CSADC299C934ED... Hamid Soleimanian, Esq

Name: Hamid Soleimanian, Esq.

Title: Managing member of  
Soleiman Brothers, LLC

**TENANT:**


 DocuSigned by:  
F05DE1EF930499... Eugene Brown

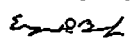
By:  DocuSigned by:  
0976C79B814D4B4...

NAME: Chad Leeling, 27<sup>th</sup> Street Bro's LLC

Title: MEMBER

**Personal Guarantees in accordance of Article XXXV – Section 35.22**

 DocuSigned by:  
0976C79B814D4B4... Chad Leeling Date: 9/1/2021

 DocuSigned by:  
F05DE1EF930499... Eugene Brown Date: 9/1/2021

**EXHIBIT "B"**

**LANDLORD'S WORK**

TENANT ACCEPTS THE PREMISES AS IS. TENANT TO REMODEL THE INSIDE OF THE PREMISES AS WELL AS OUT SIDE CONCRETE NEAR ENTRANCE TO THE PREMISES AT ITS OWN EXPNSE OF UP TO \$36,000.00,

**B-1**

**EXHIBIT C  
RULES AND REGULATIONS**

**TENANT AGREES AS FOLLOWS:**

(1) All loading and unloading of goods shall be done only at such times, in the areas, and through the entrances, designated for such purposes by Landlord.

(2) The delivery or shipping of merchandise, supplies and fixtures to and from the Premises shall be subject to such rules and regulations as in the judgment of Landlord are necessary for the proper operation of the Premises or Shopping Center.

(3) All garbage and refuse shall be kept in the kind of container specified by Landlord, and shall be placed outside of the Premises prepared for collection in the manner and at the times and places specified by Landlord.

(4) No radio or television or other similar device shall be installed without first obtaining in each instance Landlord's consent in writing. No aerial shall be erected on the roof or exterior walls of the Premises, or on the grounds, without in each instance, the written consent of Landlord. Any aerial so installed without such written consent shall be subject to removal without notice at any time.

(5) No loud speakers, televisions, phonographs, radios or other devices shall be used in a manner so as to be heard or seen outside of the Premises without the prior written consent of Landlord.

(6) If the Premises are equipped with heating facilities separate from those in the remainder of the Shopping Center, Tenant shall keep the Premises at a temperature sufficiently high to prevent freezing of water in pipes and fixtures.

(7) The outside areas immediately adjoining the Premises shall be kept clean and free from snow, ice, dirt, and rubbish by Tenant to the satisfaction of Landlord, and Tenant shall not place or permit any obstructions or merchandise in such areas.

(8) Tenant and Tenant's employees shall park their cars only in those portions of the parking area designated for that purpose by Landlord

(9) The plumbing facilities shall not be used for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be thrown therein and the expense of any breakage, stoppage or damage resulting from a violation of this provision shall be borne by Tenant, who shall, or whose employees, agents or invitees shall have caused it.

(10) Tenant shall use at Tenant's cost such pest extermination contractor as Landlord may direct and at such intervals as Landlord may require.

(11) Tenant shall not burn any trash or garbage of any kind in or about the Premises, the Shopping Center, or within one mile of the outside property lines of the Shopping Center.

(12) Tenant shall not use the public or common area in the Shopping Center for business purposes.

(13) Tenant shall not place displays, decorations or shopping carts in front of the Premises or in any common areas.

(14) Tenant shall keep the heating and air-conditioning temperature within the Premises consistent with the Shopping Center.

(15) Subject to applicable laws, the Shopping Center is designated as a non-smoking building.

**CHECK LIST****Neb. Rev. Stat. §53-132 (Reissue 2016)**

Council should determine the propensity of whether or not to grant the liquor license that has been requested. In that regard, suitability and fitness and the following four criteria are most important:

- (2)(a) Applicant is fit, willing and able to provide the service proposed.
- (2)(b) Applicant can conform to all laws.
- (2)(c) Applicant has demonstrated that the type of management and control exercised over the licensed premises will be sufficient to ensure conformance with law.
- (2)(d) Issuance of the license is or will be required by the present or future public convenience and necessity.

In making its determination Council may also consider as the Nebraska Liquor Control Commission will consider, the following. The Council should not base its recommendation on any of the following criteria, but may chose to comment to the Commission about one or more of the criteria:

- (3)(b) Citizen's protest.
- (3)(c) Existing population/growth.
- (3)(d) The nature of the neighborhood around the location.
- (3)(e) Existence of other licenses.
- (3)(f) Existing motor vehicle and pedestrian traffic in the vicinity.
- (3)(g) Adequacy of existing law enforcement.
- (3)(h) Zoning restrictions.
- (3)(i) Sanitary conditions.
- (3)(j) Whether the type of business or activity proposed will be consistent with the public interest.

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\*OTHER COUNCIL CONCERNS



## Memorandum

**To:** THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

**From:** Kevin Spencer, Chief of Police

**Date:** 10/15/2021

**Re:** Application for a Class CK Liquor License number, CK-124511, 27<sup>th</sup> Street Bro's LLC., dba: Brothers 27<sup>th</sup> St. Wings and Burgers, 2621 5<sup>th</sup> St., Scottsbluff, NE., 69361.

**AUTHORITY:** The Scottsbluff Police Department reports specific information to the City Council whenever a liquor license application is presented. The information furnished by the Police Department conforms to Chapter 53, Reissue Revised Statutes of Nebraska 1943, and Section 53-132, which outlines the factors which the Commission may consider in granting a liquor license.

### COMMENTARY

#### 53-132: Section 2

**(A) The applicant is fit, willing and able to properly provide the service proposed within the city where the premises described in the application are located:**

A background check was conducted on Chad L. Leeling and Eugene D. Brown as a means to determine their fitness to hold a liquor license. Chad Leeling reported convictions for traffic violations. The background revealed that Chad has the following convictions; speeding 2021, speeding 2014, no proof of insurance 2014, driving under suspension 2000 and driving under suspension 1999.

Eugene Brown reported not having a criminal history meaning no conviction(s) for any felonies, misdemeanors, violations of federal or state laws; violations of local laws, ordinances or resolutions. During this background investigation we found that Eugene Brown did not have any convictions.

Chad Leeling appeared before the City of Scottsbluff Liquor License Holders Investigatory Board on October 14, 2021 at 4:00 P.M., to discuss this license. I asked Chad about his prior experience in the industry. Chad told us that he has 25 years' experience in the restaurant, alcohol business. Chad explained the processes that he will implement at the business to prevent any alcohol violation. At the conclusion of the discussion the Liquor License Holders Investigatory Board voted to give a positive recommendation to council regarding Chad's liquor license application.

Considering the information gathered I find no reason to believe the applicants are not fit to hold a liquor license.

**(B) The applicant can conform to all provisions, requirements, rules and regulations provided for in the Nebraska Liquor Control Act:**

Any operator must adhere to the existing laws while doing business in the community and adhere to acceptable business practices. Chad previously explained to me that he has attended a 2 week bar tending academy in Colorado. Chad explained that during the bar tending academy 3 to 4 days was spent on recognizing underage customers, how to recognize fraudulent identifications,



overserving and security. Chad told me that all of the employees will be required to take the "Safe Serve" training. Chad stated that anyone selling to a minor would be immediately terminated. Chad added that they have an employee meeting every week, sometimes every other where they discuss what is expected. Chad told me that he would not tolerate any violations.

The applicant appears to have the ability and willingness to conform to language within the Nebraska Liquor Control Act.

- (C) The applicant has demonstrated that the type of management and control exercised over the licensed premises will be sufficient to insure that the licensed business can conform to all provisions, requirements, rules and regulations provided for in the Nebraska Liquor Control Act:**

Chad Leeling reported that there is a locked office in the business that is used to store the alcohol overstock. Chad stated that he will order and conduct the inventory of the alcohol. Chad told us that he has two born on calendars that have to be changed manually and one digital calendar that changes automatically to help staff in determining a customer's age.

The applicant stated that the business does have video cameras, adding that he is in the process of upgrading them. Chad told me that he will have cameras pointed at the front door and the alcohol including the overstock. Chad said that staff will all be tasked with checking all identifications of anyone purchasing alcohol. Chad said that all customers will be required to provide valid identification.

The applicant appears committed to complying with all provisions, requirements, rules and regulations provided for in the Nebraska Liquor Control Act.

- (D) The issuance of the license is or will be required by the present or future public convenience and necessity:**

The establishment will be opened seven days a week from 10:00 A.M. to 1:00 A.M., and employ 17 individuals.

Oversight and accountability will be a priority for the applicants as it relates to the sale of alcoholic beverages.

#### **SPECIFIC ISSUES COMMISSION MAY CONSIDER**

- (E) The existence of a citizen's protest made in accordance with Section 53-133:**

There have been no known citizen protests of this business.

- (F) The nature of the neighborhood or community of the location of the proposed licensed premises:**

The business will be located at 2621 5<sup>th</sup> Ave., Scottsbluff, NE. It is a business that will attract customers during the lunch and dinner hours seven days a week Sunday through Saturday. Its location is easily accessible and convenient for customers. I would not anticipate any issues with location.

- (G) The existence or absence of other retail licenses or bottle club licenses with similar privilege within the neighborhood or community of the location or the proposed licensed premises.**

There are no other businesses of this nature in the immediate area.

**(H) The existing motor vehicle and pedestrian traffic flow in the vicinity of the proposed licensed premises:**

Although no recent traffic studies have been completed regarding motor vehicle traffic of the general area, the traffic flow is not of a concern at this time nor is pedestrian traffic.

**(I) The adequacy of existing law enforcement:**

The Scottsbluff Police Department is allowed 33 full time officers in the department and handled approximately 17,073 calls for service in 2020. The number of liquor licenses within the jurisdictional boundaries of the Police Department, regardless of the class, continues to be a concern to the Police Department and even routine monitoring of their business practices is difficult. Compliance checks continue to remain a concern to those businesses that sell alcohol to minors. The Nebraska State Patrol has assumed liquor law enforcement duties and their wide jurisdiction generally precludes any particular focus in the city.

**(J) Whether the type of business or activity proposed to be operated in conjunction with the proposed license is and will be consistent with the public interest:**

Adequate staffing and training, as well as close supervision of patrons are important. Cooperation with the Police Department by management will help to eliminate or diminish potential problems or violations.

**EXHIBIT IV**

# Memo

**Date:** October 18, 2021

**To:** Honorable Mayor McKerrigan and Members of the City Council

**From:** Kimberley Wright, City Clerk

**CC:** Dustin Rief, City Manager

**Re:** 27<sup>th</sup> Street Bro's, LLC d/b/a Brothers 27<sup>th</sup> St. Wings and Burgers

The city clerk is required by ordinance to report specific information to the city council whenever a liquor license application hearing is held.

Following are the existing licenses, their class, address and proximity to other licensed premises:

**Class of License**

Class A	Beer only, for consumption on premises
Class B	Beer only, for consumption off premises
Class C	Alcoholic liquors, for consumption on and off premises
Class D	Alcoholic liquors, including beer, for consumption off premises
Class I	Alcoholic liquors, for consumption on the premises
Class IB	Alcoholic liquors, for consumption on the premises and beer only for consumption off premises.
Class L	Craft Brewery (Brew Pub)
Class W	Wholesale beer
Class Z	Microdistillery
Catering	Alcohol permitted by licensee's retail license, sold or served at events covered by special designated licenses

**Class A Licenses**

**Restaurants**

Mast Enterprises, Inc. dba Arthur's Pizza	2203-07 Broadway
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**Total Class A Licenses** 1

**Class B Licenses**

**Convenience Stores**

**Total Class B Licenses** 0

## **Class C Licenses**

### **Restaurants**

El Charrito Restaurant & Lounge, Inc .  
Tangled Tumbleweed  
Las VII Americas Tortilleria  
Flyover Brewing Company (Catering)

802 21<sup>st</sup> Avenue  
1823 Ave. A  
1619 East Overland  
1824 Broadway

### **Hotel/Motel**

Holiday Inn Express

1821 Frontage Rd.

### **Taverns/Lounges**

Hight's Tavern  
Silver Saddle Lounge  
Shots Bar and Grill  
Bob's Garage & Bar  
Lucky Keno LLC dba FrontSide  
Racks Sports Bar, LLC (Catering)

20 West 18<sup>th</sup> Street  
1901-B 21<sup>st</sup> Ave.  
705 East Overland  
1907 Broadway  
1001 Avenue I  
1402 East 20<sup>th</sup> St.- Suite B

### **Retail**

Panhandle Cooperative Assn. (Catering)  
Kelley's Liquor (Catering)

401 S. Beltline Hwy West  
817 West 27<sup>th</sup> Street

### **Clubs**

Elks BPO Lodge 1367 (Catering)

1614 1<sup>st</sup> Avenue

### **Bowling Alleys**

**TOTAL CLASS C LICENSES            14**

## **Class D Licenses**

### **Grocery Stores**

Safeway of Western Nebraska  
Panhandle Coop Assn.

601 Broadway  
3302 Ave. B

### **Convenience Stores**

East "O" Watering Hole  
Scottsbluff Watering Hole  
Big Bats  
Git N Split  
Cheema's Gas & Liquor  
Route 26 Mart  
Maverik Stores Inc.,  
Walgreens  
Western Travel Terminal  
Essential Fuel

503 East Overland  
121 W 27<sup>th</sup> Street  
902 West Overland  
506 West 27<sup>th</sup> Street  
2002 Avenue I  
1722 E 20<sup>th</sup> Street  
920 West 36<sup>th</sup> St.,  
205 West 27<sup>th</sup> Street  
822 South Beltline Hwy W  
2319 East Overland

### **Liquor Stores**

Dermer's  
Cigarette Chain

1311 E Overland Dr.  
323 East Overland

### **Discount/Grocery Stores**

Target (Catering)

1401 Frontage Rd.

Wal-Mart Supercenter #867  
**TOTAL CLASS D LICENSES**

16

3322 Avenue I

**CLASS I LICENSES**

**Restaurants**

Rosita's (Catering)  
Applebees  
Chili's Grill & Bar  
Wonderful House Restaurant  
Ole, LLC  
San Pedro Mexican Restaurant  
Sam & Louie's Pizzeria (Catering)  
16<sup>TH</sup> Empire  
Taco Town  
Prime Cut  
Goonies Sports Bar & Grill

1205 East Overland  
2302 Frontage Rd.  
826 West 36<sup>th</sup> St.  
829 Ferdinand Plaza  
1901 East 20<sup>th</sup> Street  
23 West 27<sup>th</sup> St.  
1522 Broadway  
1605 Ave A  
1007 West 27<sup>th</sup> St.  
305 West 27<sup>th</sup> St.  
1802 East 20<sup>th</sup> Place

**Hotel/Motel**

Hampton Inn & Suites  
2627 Lodging dba Fairfield Inn & Suites

301 W Hwy 26  
902 Wintercreek Dr.

**TOTAL CLASS I LICENSES** 13

**CLASS IB LICENSES**

**Nightclub**

Marez, LLC d/b/a Oasis

1722 Broadway

**TOTAL CLASS IB LICENSES**

1

**Class L Licenses**

Flyover Brewing Company

1824 Broadway

**TOTAL CLASS L LICENSES**

1

**Class W Licenses**

**Wholesale**

High Plains Budweiser

2810 Ave M

**TOTAL CLASS W LICENSES**

1

**Class Z Licenses**

Great Plains Distillery (Catering)

213 West Railway St.

**TOTAL CLASS Z LICENSES**

1

<b>TOTAL LICENSES</b>	
Class A	1
Class B	0
Class C	14
Class D	16
Class I	13
Class IB	1
Class L	1
Class W	1
Class Z	1
<b>TOTAL LICENSES</b>	<b>48</b>

# Memo

## Exhibit V

**Date:** September 30, 2021  
**To:** Honorable Mayor and City Council  
**From:** Staff, Development Services  
**CC:** Dustin Reif  
**Re:** Class "CK" Liquor License Application  
Brothers 27<sup>th</sup> Street Wings & Burgers  
2621 5<sup>th</sup> Ave.  
Scottsbluff, NE 69361

**Action:**

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Chad Leeling has applied for a new liquor license in the name of Brothers 27<sup>th</sup> Street Wings & Burgers, located at 2621 5<sup>th</sup> Ave., Scottsbluff, Ne.

The Development Services Department is required by Article 1, Chapter 11 of the Scottsbluff Municipal Code to report specific information to the Mayor and City Council whenever a liquor license application hearing is held. In accordance with that directive the following information is offered:

- (1) The property at 2621 5<sup>th</sup> Ave. is situated in a C-2 (Neighborhood and Retail Commercial) zoning district where a restaurant/bar/tavern is allowed by right pursuant to the City's Zoning Ordinance, Chapter 25, of the City's Municipal Code of Ordinances.
- (2) The off-street parking requirements for a Restaurant/bar/tavern in a C-2 (Neighborhood and Retail Commercial) zone are one space per three seats in the establishment. The parking lot has approximately 100 spaces and 4 ADA spaces. At this time the Fire Marshal has not established the occupancy load for this establishment.
- (3) The use of this property is consistent with the surrounding neighborhood, which is generally business retail in nature. To the south and east the properties are zoned C-2 (Neighborhood & Retail Commercial) and to the north and west they are zoned R1a (Single Family Residential).
- (4) There are no churches, schools, or other similar institutions within 300 feet of the subject property.
- (5) The existing population of Scottsbluff is approximately 15,039.

● Page 2



# CITY OF SCOTTSBLUFF

## Liquor Licenses

★ Applicant

Brothers 27th Street Wings & Burgers  
Type C K - 2621 5th Avenue

● Current Licensed Properties

— Highway

— Main Road

— Residential/Rural

- Class A Beer only, for consumption on premises
- Class B Beer only, for consumption off premises
- Class C Alcoholic liquors, for consumption on and off premises
- Class D Alcoholic liquors, including beer, for consumption off premises
- Class I Alcoholic liquors, for consumption on the premises
- Class IB Beer, Wine, Distilled Spirits on Sale, Beer off sale only
- Class W Wholesale beer
- Catering (K) Alcohol permitted by licensee's retail license, sold or served at events covered by special designated licenses

Taylor Stephens  
City of Scottsbluff GIS  
Created on October 11th, 2021  
Coordinate System:  
NAD 1983 StatePlane Nebraska FIPS 2600 Feet  
Lambert Conformal Conic

The City makes no representation or warranty as to the accuracy, timeliness, or completeness, and in particular, its accuracy in labeling or displaying dimensions, contours, property boundaries, or placement or location of any map features thereon.

City of Scottsbluff  
Liquor License Holders Investigatory Board  
Regular Meeting  
October 14, 2021 - 4:00 p.m.

The City of Scottsbluff Liquor License Holders Investigatory Board met in a regular meeting on Thursday, October 14, 2021 at 4:00 p.m. in the Meeting Room of City Hall, 2525 Circle Drive, Scottsbluff. A notice of the meeting had been published on October 10, 2021 in the Star Herald, a newspaper published and of general circulation in the city. The notice stated the date, hour and place of the meeting, that the meeting would be open to the public. That anyone with a disability desiring reasonable accommodation to attend the meeting should contact the city clerk's office, and that an agenda of the meeting kept continuously current was available for public inspection at the office of the city clerk in City Hall; provided, the committee could modify the agenda at the meeting if it determined that an emergency so required. A similar notice, together with a copy of the agenda, also had been delivered to each committee member.

1. Roll Call - The following Board Members were present: Dustin Rief, City Manager, Police Chief Kevin Spencer; Kim Wright, City Clerk, Libby Stobel, City Attorney, and Andrea Margheim, Flyover Brewery, Absent: Kelli Larson, Panhandle Prevention Coalition, Russ Knight, Chairman, Norman Coley, WNCC, and Matt Huck, Scottsbluff Public Schools.
2. Open Meeting Act – Acting Chairman Spencer welcomed everyone in attendance and informed those in attendance that a copy of the Nebraska Open Meetings Act is posted on the west wall for the public's review.
3. Call Meeting to Order - The meeting was called to order and Wright recorded the proceedings.
4. There were no changes to the agenda.
5. Removed from the table the June 24, 2021 Regular Meeting Minutes – Motion by Stobel, second by Margheim to remove from the table the June 24, 2021 Regular Meeting Minutes, motion passed unanimously.
6. Approve Minutes of the June 24, 2021 Regular Meeting – Motion by Rief, second by Stobel, to approve the June 24, 2021 Minutes, motion passed unanimously.
7. New Liquor License Application.
  - a. Class CK Liquor License application from 27<sup>th</sup> Street Bro's LLC d/b/a/ Brother's 27<sup>th</sup> St. Wings and Burgers, 2621 5<sup>th</sup> Avenue, Scottsbluff, NE; Chad Leeling, Manager.

Mr. Chad Leeling was present to answer questions regarding his CK liquor license application for Brother's 27<sup>th</sup> St. Wings and Burgers. Mr. Leeling explained the business will be located in the old Applebee's building on 5<sup>th</sup> Avenue. It will be a restaurant with Buffalo Wild Wings similarity, serving pastas, wings, and steaks. He will be open from 10:00 a.m. to 1:00 a.m. seven days a week, having the kitchen open until closing.

Police Chief Spencer asked what aids Mr. Leeling will have in the business to prevent from selling alcohol to minors. Mr. Leeling stated they will have born on calendars and will check the ID's of everyone who orders alcohol. He also stated an employee would be

terminated if there was a compliance failure. Mr. Spencer also asked about security cameras. Mr. Leeling explained there are cameras in the building and he is also having a company come in and upgrade them to be high definition, adding they will be strategically placed around the business.

Committee Member Margheim asked where the overstock will be kept. Mr. Leeling stated it will be kept in a locked room in the back; he also does all the inventory and ordering. Ms. Margheim asked about being close to the school and if he anticipates any trouble with loitering from students. Mr. Leeling explained he is adding ice cream and slushes to his menu as well as \$5.00 lunches. He wants to be able to cater to students as the restaurant will have a family environment feel.

Legal Counsel Stobel asked if the staff has taken alcohol training. Mr. Leeling stated they will take the Safe Serve Classes and he also will have bi-weekly meetings to remind staff of alcohol protocols. Ms. Stobel also asked about the outdoor area. Mr. Leeling explained they will be putting a temporary fence where the area will be; this is due to not being able to get the supplies he needs. He has talked to the City Zoning Department as well to make sure that he is in compliance and not violating City Code. The area will include tables for those who want to enjoy their meal outside.

Committee Member Margheim moved, seconded by City Manager Rief to send a positive recommendation to City Council for the Class CK Liquor License application from 27<sup>th</sup> Street Bro's, LLC d/b/a Brothers 27<sup>th</sup> St. Wings and Burgers; Chad Leeling Manager. Motion passed unanimously.

8. Adjournment:

The meeting adjourned at 4:16 p.m., with a motion by Stobel, second by Spencer; passed unanimously by the Committee.

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Kevin Spencer, acting Chairman

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Kim Wright, Secretary