

# URBAN DESIGN COMMITTEE

The City of Lincoln Urban Design Committee will have a regularly scheduled public meeting on Tuesday, **December 7, 2021**, at **3:00 p.m.** in City Council Chambers on the 1<sup>st</sup> floor, County-City Building, 555 S. 10<sup>th</sup> Street, Lincoln, Nebraska, to consider the following agenda. For more information, contact the Planning Department at (402) 441-7491.

## AGENDA

1. Approval of UDC meeting record of [November 2, 2021](#).

\* [Memo](#) from Stacey Hageman

### DISCUSS AND ADVISE

2. [Instinct Pet Foods Redevelopment Project, Phase 2 – UDR21098](#)
3. [Sidewalk Café at The Hot Mess, 408 S. 11<sup>th</sup> St. – UDR21099](#)
4. [Sidewalk Café at Gravity, 1140 O St. – UDR21100](#)
5. [Sidewalk Café at Itsumo Ramen, 1451 O St. – UDR21101](#)

### STAFF REPORT & MISC.

6. Staff report & misc.

*Urban Design Committee's agendas may be accessed on the Internet at*

<https://www.lincoln.ne.gov/City/Departments/Planning-Department/Boards-and-Commissions/Urban-Design-Committee>

### ACCOMMODATION NOTICE

The City of Lincoln complies with Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973 guidelines. Ensuring the public's access to and participating in public meetings is a priority for the City of Lincoln. In the event you are in need of a reasonable accommodation in order to attend or participate in a public meeting conducted by the City of Lincoln, please contact the Director of Equity and Diversity, Lincoln Commission on Human Rights, at 402 441-7624 as soon as possible before the scheduled meeting date in order to make your request.

<https://linclanc.sharepoint.com/sites/PlanningDept-Boards/Shared Documents/Boards/UDC/Agendas/2021/ag120621.docx>

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TO: **Urban Design Committee**

FROM: Stacey Hageman

RE: Meeting of December 7, 2021

DATE: November 30, 2021

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**ITEM 2: Instinct Pet Food**

In 2017, Urban Design Committee reviewed and approved phase one of the Nature’s Variety Redevelopment Project at SW 32<sup>nd</sup> & West O Street. That phase included the construction of an approximately 24,000 square foot freeze-drying facility. Now Instinct Pet Foods, developers are proposing a second phase to the project. Your advice is sought on this redevelopment project along the West O Street entryway corridor.

Instinct also uses a second 20,000 square foot building on the West O site as its raw processing center. In addition to its operations on West O, Instinct operates other aspects of its business at 6501 Cornhusker Highway and 6200 North 56<sup>th</sup> Street. Instinct intends to consolidate its operations into a single campus located on the West O site by constructing an approximately 250,000 square foot production facility, warehouse, and office building (shown below).



The new facility would be connected to the existing buildings on the site. A preliminary site plan for the project is attached. This project is identified as the “Center of Excellence” within the Company. Further expansion of the manufacturing space as part of the Center of Excellence is anticipated in the future, but this project will focus on the current expansion on the project site.

The facility will meet LEED certifications for a manufacturing building. There are less than 10 pet food LEED Certified manufacturing sites in the United States. The environmentally friendly facility focuses on environmentally friendly products. Instinct’s manufacturing process for “raw” pet food does not include cooking or fermenting, meaning the facility will be non-odorous with less noise than a typical pet food manufacturing plant.

For your reference, here is a view from West O Street looking east toward the project site.



**ITEM 3: Sidewalk Cafés at The Hot Mess, 408 S. 11<sup>th</sup> St.**

The Hot Mess on South 11<sup>th</sup> Street is proposing to add a sidewalk café. They are proposing the fencing and sidewalk furniture as pictured in the attached application.

**ITEM 4: Sidewalk Café at Gravity, 1140 O St.**

Gravity is proposing to add a sidewalk café on the north side O Street, near 12<sup>th</sup> Street. It appears that they are proposing to reuse the existing fencing and furniture. See attached application.

**ITEM 5: Sidewalk Café at Itsumo Ramen, 1451 O St.**

Itsumo Ramen is proposing to add a sidewalk café on the south side of O Street near Centennial Mall. They are proposing to keep the existing fencing and incorporate the red furniture pictured in the attached application.

<https://linclanc.sharepoint.com/sites/PlanningDept-Boards/Shared Documents/Boards/UDC/REPORTS/2021/12 December/Nov2021Memo.docx>





Conceptual Rendering



11/09/2021

ARCHITECTS AND ENGINEERS, P.S.C.

GRAY ARCHITECTS AND ENGINEERS, P.S.C. IS PROVIDING THIS RENDERING AS A CONCEPTUAL DESIGN ONLY. THE PURPOSE IS TO ILLUSTRATE THE BASIC BUILDING FORM, SHAPE, AND SIZE. THIS RENDERING MAY OR MAY NOT REFLECT DETAILS IN THE PROJECT SCOPE, AND WILL BE CLARIFIED DURING FINAL DESIGN. ALL PROJECT SCOPE OF WORK ELEMENTS WILL BE REQUIRED TO HAVE A WRITTEN COMPONENT THAT WILL TAKE PRECEDENCE OVER ANY GRAPHICAL DEPICTIONS FOR EVENTUAL CONTRACT BUILDING DESIGN COMPONENTS. COLOR OF RENDERING MAY NOT BE A TRUE DEPICTION DUE TO INACCURACIES OF VARIOUS COPY MEDIUMS. ITEMS INCLUDED BUT NOT LIMITED TO, BUILDING MATERIALS, COLOR, LANDSCAPING ELEMENTS, SIGNAGE, ETC. ARE SHOWN FOR CONCEPT



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# SIDEWALK CAFÉ PERMIT APPLICATION FILED

OCT 22 2020

*Please PRINT using blue or black ink only.*

1	<b>BUSINESS OWNER'S NAME &amp; HOME ADDRESS</b>				CITY CLERK'S OFFICE
	NAME: SaRena L. Freet / TicToc LLC				
	STREET ADDRESS: 1200 S. 23 <sup>rd</sup> St.			CITY: Lincoln	
	STATE: NE	ZIP: 68502	HOME PHONE #: 605)270-0799		
	EMAIL ADDRESS: sarenafreet@gmail.com				

2	<b>MAILING ADDRESS</b>				
	NAME: SaRena Freet / TicToc LLC				
	STREET ADDRESS: 1200 S. 23 <sup>rd</sup> St.				
	CITY: Lincoln	STATE: NE	ZIP: 68502		

3	<b>CAFÉ INFORMATION</b>				
	BUSINESS NAME: The Hot Mess				
	STREET ADDRESS: 408 S. 11 <sup>th</sup> St.				
	ZIP: 68508	BUSINESS PHONE#: 402)770-0292	FAX#: NA		

4	<b>MANAGER OF CAFÉ &amp; THEIR HOME ADDRESS</b>				
	NAME: SaRena L. Freet				
	STREET ADDRESS: 1200 S. 23 <sup>rd</sup> St.				
	CITY: Lincoln	STATE: NE	ZIP: 68502		
	PHONE #:	CELL#: 605)270-0799	DATE OF BIRTH:		

5	<b>OWNER OF PROPERTY</b>				
	NAME: SILO LLC / Nader Sepahpur				
	STREET ADDRESS: 1423 'O' St.				
	CITY: Lincoln	STATE: NE	ZIP: 68508	PHONE #: 402)890-9565	
	DOES THE RECORD PROPERTY OWNER AGREE TO SUCH USE? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO				
	ATTACH A NOTARIZED LETTER OF CONSENT BY RECORD PROPERTY OWNER FOR THE USE OF SAID PROPERTY & A COPY OF YOUR LEASE.				

6

DAYS & HOURS OF OPERATION							
	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
OPEN	2PM	2PM	2PM	2PM	2PM	2PM	2PM
CLOSE	2AM	2AM	2AM	2AM	2AM	2AM	2AM

7

HOW WILL THE SIDEWALK CAFÉ BE SUPERVISED & MAINTAINED
Sidewalk café in line of sight from behind the bar.
Cleaning and maintenance schedules will be incorporated into regular bar responsibilities

8

HOW MANY PATRONS WILL BE SERVED IN THE CAFÉ AREA (OCCUPANCY):	24
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9

DESCRIBE, IN DETAIL, ANY PERMITTED ADVERTISING TO BE USED (ATTACH PHOTOS)
NA

10

DESCRIBE, IN DETAIL, FURNITURE TO BE USED (ATTACH PHOTOS)
black wicker seat with silver arms + legs for chairs
black square tables

11

ALCOHOL		
WILL ALCOHOLIC BEVERAGES BE SERVED?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
If YES, have you applied for your liquor license with the Nebraska State Liquor Control Commission?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Have you signed up for training with the Responsible Hospitality Commission?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

12

DESCRIBE THE TYPE OF FOOD & DRINK TO BE OFFERED FOR SALE (ATTACH A SAMPLE MENU)
<del>Via Via's Pizza</del> on demand delivery BL
full bar offerings

## ATTACHMENTS

The following items *must* be ATTACHED to the application. Please put a Check (✓) mark next to those items you have attached.

ITEM	ATTACHED
Building Permit (copy), if needed	<del>_____</del>
Food Establishment Permit (copy)	✓
Menu	✓
Notarized Letter of Consent from the Record Property Owner	✓
Signed Lease (copy)	✓
Site Plan (as described on checklist)	✓
Fencing Material (photo)	✓
Furniture (photo)	✓
Original Certificate of Liability Insurance (as described on checklist)	✓

## HOLD HARMLESS AGREEMENT

*Must be signed before a witness!*

In consideration of being issued a permit for the use of surface space for a sidewalk café the undersigned applicant agrees to hold harmless the City of Lincoln and the officers and employees of the City for any loss or damage arising out of the use, or the discontinuance of any use. The undersigned agrees and understands that the use of the surface space is temporary, on a day to day basis; that the undersigned does not acquire any right, title, or interest in such space; that the undersigned may be required by the City at any time to vacate all or any part of the surface space that the undersigned has been given permission to use; that upon demand to vacate such space, the undersigned agrees to promptly remove any personal property placed thereon by the undersigned and to return the surface space to the same condition that it was in prior to commencement of such use or to reimburse the City for the cost of removing such property and restoring the surface space to its prior condition and that the undersigned has no recourse against either the City or its officers, employees or agents, either for any loss or damage occasioned by his or her being required to vacate all or any part of the surface space which the undersigned has been granted permission to use.

The undersigned further agrees at all times hereafter to comply with all municipal ordinances, rules and regulations of the City of Lincoln, Nebraska.

Sarena L. Freet

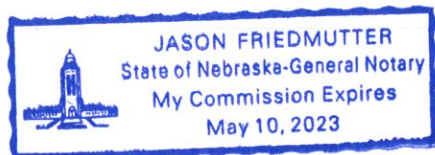
Printed Name of Applicant

10/15/2020

Date

Sarena L. Freet

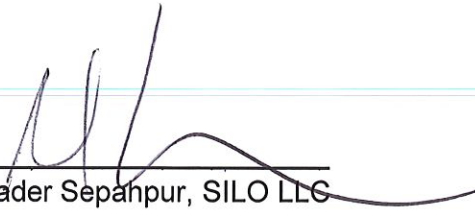
Applicant's Signature



[Signature]  
Witness


October 9th, 2020

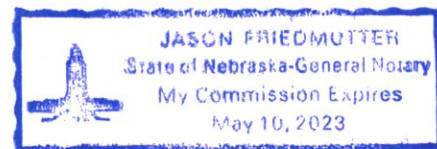
I, Nader Sepahpur, of SILO LLC, hereby authorize the use of the building commonly known as 408 S. 11th St. Lincoln, NE 68508 for use as a bar and provide my consent for appropriate use of a sidewalk cafe.

  
Nader Sepahpur, SILO LLC

State of Nebraska    )  
County of Lancaster    ) ss.

Subscribed, sworn to and acknowledge before me this 15<sup>th</sup> day of October, 2020, by Nader Sepahpur, Manager of Lessor, and as the voluntary act and deed of Lessor.

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



## LEASE AGREEMENT

This LEASE AGREEMENT ("Agreement") is dated as of November 1<sup>st</sup>, 2018 (the "Effective Date") by and between Silo, LLC, a Nebraska limited liability company, with its principal office at 1423 O Street, Lincoln, Nebraska 68508 ("Lessor"), and TicToc LLC, SaRena Freet, Principal, resident of Lincoln, Lancaster County, Nebraska ("Lessee").

### RECITALS

- A. Lessor is owner of certain improved real property located at 408 South 11<sup>th</sup> Street, Lincoln, Nebraska, which is legally described as: The South 22 feet 10 inches of Lot B and all of Lot C, J.H. Barrett's Subdivision, Lincoln, Lancaster County, Nebraska (the "Premises"); and
- B. The Premises are part of a larger parcel of real property owned by Lessor legally described as: The South 22 feet 10 inches of Lot B and all of Lot C and D, J.H. Barrett's Subdivision, Lincoln, Lancaster County, Nebraska ("Lessor Tracts"), and
- C. Lessee desires to lease the Premises for the purpose of operating a bar (referred to as the "Business"); and
- D. Lessor desires to lease the Premises to Lessee for the purposes described above, upon the terms and conditions hereinafter set forth.

NOW THEREFORE, In consideration of mutual covenants and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Incorporation of Recitals. The foregoing recitals are hereby incorporated by reference.

2. Premises Leased. Subject to the terms and conditions set forth herein, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the Premises, together with the use of all rights, privileges, easements and appurtenances belonging or in any way pertaining to the Premises.

3. Term. The term of this Agreement is one (1) year commencing on the Effective Date and expiring on October 31<sup>st</sup>, 2021, unless terminated sooner according to the terms hereof (the "Term").

4. Rent Commencement Date. The "Rent Commencement Date" of this Lease shall be the October 23<sup>rd</sup> 2020.

4.1 Rent Due. Commencing on the Rent Commencement Date and continuing each month during the Term, Lessee shall pay to Lessor the

amount of Two Thousand Four Hundred and 00/100 Dollars (\$2400.00) (the "Rent"), payable on or before the first (1<sup>st</sup>) day of each month.

4.2 Rent Payments. All payments of Rent shall be sent to the Lessor at the address for notices set forth in Section 12.2, unless otherwise instructed. Any delinquent payment of Rent or other amounts due hereunder shall bear interest at the rate of sixteen percent (16%) per annum from the tenth (10<sup>th</sup>) day after the date that the payment was due.

4.3 General Terms of Rent. All Rent payments due shall be paid without setoff, deduction or notice of demand and in addition to all other payments (including, without limitation, taxes and insurance) to be made by Lessee as herein provided. The Rent shall be absolutely net to Lessor so that this Agreement shall yield, net to Lessor, the Rent specified herein; and unless otherwise specified herein, all costs, fees, expenses, charges and obligations of every kind and nature relating to the Premises which may arise or become due during the term of this Agreement shall be paid by Lessee; and Lessor shall be indemnified and saved harmless by Lessee from and against any costs, fees, expenses, charges and obligations.

5. Covenants of Lessee. Lessee covenants and agrees as follows:

5.1 Real Estate Taxes and Assessments. During the Term of this Lease, Lessee shall pay, prior to delinquency, all annual real estate taxes levied on the Premises (as well as all taxes levied on any improvements constructed on the Premises) by the applicable taxing authorities. In addition, Lessee shall pay all special and general assessments as such may be levied on the Premises during the Term of this Agreement.

5.2 Personal Property Taxes. Lessee shall pay, prior to delinquency, any and all taxes and assessments levied or assessed during the lease Term upon or against: (i) all furniture, fixtures, signs and equipment and any other personal property installed or located within the Premises; and (ii) all alterations, additions, betterments or improvements of whatsoever kind or nature, made by Lessee to the Premises, including such improvements and betterments as presently exist and as made by Lessee, as the same may be separately levied, taxed and assessed against or imposed by the taxing authorities.

5.3 Insurance. Lessee shall not use or occupy the premises or any part thereof in any manner which could invalidate any policies of insurance now or hereafter placed on the Real Estate or increase the risks covered by insurance on the Real Estate or necessitate additional insurance premiums or policies of insurance, even if such use may be in furtherance of Lessee's business purposes. In the event any policies of insurance are invalidated by act or omissions of Lessee, Lessor shall have the right to terminate this lease or at Lessor's option, to charge Lessee for extra insurance

premiums required on the Real Estate on account of the increased risk caused by Lessee's use and occupancy of the Premises.

Lessee shall procure, and at all times during the Term, maintain in force the following policies of insurance pertaining to the demised premises:

- (a) Commercial General Liability insurance policy or policies to protect Lessee and Lessor against any liability to the public or to any invitee of Lessee incidental to the use or resulting from any accident occurring in or upon the Premises with a limit of not less than \$1,000,000 per occurrence and not less than \$2,000,000 in the annual aggregate, or such greater amounts as Lessor may prudently require from time to time upon written notice to Lessee, covering bodily injury and property damage liability and \$1,000,000 products/completed operations aggregate.
- (b) Business Auto Liability insurance covering owned, non-owned, and hired vehicles with a limit of not less than \$1,000,000 per accident.
- (c) Workers Compensation coverage as required under applicable laws.
- (d) All Risk coverage protecting Lessee against loss or damage to Lessee's improvements, additions, alterations, fixtures, equipment, inventories, and other business personal property situated on the Premises for the full replacement value of the property so insured.
- (e) Business Interruption coverage with a limit of liability representing loss of at least six (6) months of Lessee's income.

Each policy of insurance shall: (i) be procured and maintained at Lessee's expense; (ii) name the Lessor as an additional insured; (iii) be issued by an insurance company or companies acceptable to Lessor and authorized to transact business in the State of Nebraska; (iv) provide that said insurance shall not be cancelled without thirty (30) days advance notice to Lessor; and (v) certificates confirming such insurance policy or policies shall be promptly delivered by Lessee to Lessor after the Effective Date and promptly upon the periodic renewal of such coverage.

5.4 Use of Premises. Lessee may occupy and use the Premises for the operation of the Business and for no other use, unless Lessee obtains the prior consent of Lessor as determined in Lessor's reasonable discretion. No part of the Premises shall be used during the term of this Lease by Lessee, or its assigns or its subtenants for the purposes of carrying on any business, profession, or trade of any kind, or for any purpose relating to a Prohibited Use. For purposes of this agreement, the term "Prohibited Use" shall mean any use involving the sale, distribution or display of any drug paraphernalia primarily used in the ingestion of illicit drugs; any adult bookstore or facility selling or displaying pornographic books, literature, images or videos; any gentlemen's club, strip club or facility involving nudity or sexual entertainment; any massage, tattoo or piercing parlor; any off-track betting club or gambling facility; and

any uses that are prohibited by law. Lessee shall keep no animals on or about the Premises without the prior written consent of Lessor.

Lessee represents and warrants that it has obtained all necessary permits and authorizations to conduct the Business on the Premises. Lessee shall observe and comply with all laws, orders, rules and regulations of any governmental authority relating to the Premises and will not permit any nuisance to be created or maintained thereon. Lessee shall not use or permit upon the Premises anything that will invalidate any policy of insurance now or hereafter carried on the Premises or that will increase the premium rate of insurance thereon. Lessee shall not in any manner deface or injure the Premises.

5.5 Cleanliness. Lessee shall keep the Premises free and clear from dirt and refuse.

5.6 Maintenance of Premises. Lessee shall be responsible, at its sole cost and expense, for maintenance of the Premises and all buildings, improvements, fixtures, equipment and utility services thereon necessary for using the Premises for its Business. All improvements, fixtures, equipment and utilities shall be maintained in good working order, reasonable wear and tear excepted. Lessee shall keep all waste and drain pipes open within the Premises; make all necessary repairs to plumbing and all other utility lines within the Premises and continuously keep and maintain the exterior doors, plate glass, and the interior of the Premises. Lessee shall keep the sidewalk adjoining the Premises clean and unobstructed in any way and free from ice or snow and shall, at Lessee's cost, replace all windows broken, from any cause whatsoever. Lessee shall be responsible to maintain the interior and exterior portions of the building, including any parking lot, sidewalks and landscaped areas, and shall be responsible to maintain, repair and replace all mechanical equipment serving the Premises and keep the same in good order and repair. Lessor shall have no liability or responsibility for any costs or expenses associated with the Lessee's use of the Premises.

5.7 Inspection. Lessee will allow Lessor or its agents to have access to the Premises during Lessee's normal business hours upon not less than twenty-four (24) hours prior notice for the purpose of inspection, or in the event of fire or other property damage. Lessor may list and exhibit the Premises to prospective purchasers or prospective tenants at any time prior to or after the expiration of this Agreement.

5.8 Indemnification. Lessor shall not be responsible or liable for the acts of Lessee, its agents, employees or invitees; nor shall Lessor be liable for any loss, theft, damage, injury to or death of any person or damage to property on or about the Premises unless occasioned by the gross negligence or willful act of Lessor or its agents or employees in the cause and scope of their employment. Lessee shall protect, defend, indemnify and hold harmless Lessor and Lessor's agents, servants, employees or other duly authorized representatives from all suits, actions or claims of any character, and all expenses incidental to the defense of such suits, action or claims, based upon or arising out of: (i) any injury, disease, sickness or death of any person or

persons; or (ii) any damages to any property, including, in part, loss of use thereof, caused by Lessee or its respective agents, servants, employees or duly authorized representatives, or anyone else under Lessee's direction and supervision, and arising out of, in connection with or relating to Lessee's use of the Premises or the warehousing or storage of any material or supplies of Lessee on the Premises.

5.9 Hazardous Substances. Lessee shall not use, store, handle, dispose of, generate, or transport to or from the Premises or any flammable explosives, radioactive materials, hazardous wastes, toxic substances or related materials, including, without limitation, any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials" or "toxic substances" under any applicable laws, ordinances or regulations, except in accordance with all applicable rules, regulations, ordinances and statutes pertaining to the same. Lessee shall, at all times, comply with all federal, state and local laws, ordinances and regulations relating to industrial hygiene or to environmental conditions on, under or about the Premises.

5.10 Government Regulations. Lessee will promptly comply with and carry out all orders, requirements, or conditions now or hereafter imposed upon Lessee by the ordinances, laws, and/or regulations of the municipality in which the Premises are located, or by any of its various departments, whether required of Lessor or otherwise, to be done or performed during the term of this Agreement, insofar as they are occasioned by or required in the conduct of the Business of Lessee.

5.11 Alterations, Additions and Capital Improvements. Lessee shall not make any structural alterations, additions, or improvements to the Premises without the prior written consent of Lessor, which shall not be unreasonably withheld. Upon the consent of Lessor, for alterations, additions or capital improvements, Lessee shall pay, or otherwise finance without encumbering the Premises or such alterations, additions or capital improvements, all costs and expenses associated with such approved structural alterations, additions, or improvements to the Premises. Any alterations, physical additions or improvements made to the Premises by Lessee, which shall not be deemed trade fixtures and which shall not be removed at the termination of this Agreement, shall become the property of Lessor and shall be surrendered to Lessor at the termination of this Agreement.

5.12 No Liens. Lessee shall promptly pay for any work done or material furnished in or about the Premises, and Lessee shall not suffer or permit any lien to attach to the Premises, and Lessee shall promptly cause any such lien or claim therefor to be released; provided, however, that in the event Lessee contests any such claim, Lessee shall indemnify and secure Lessor to the satisfaction of Lessor.

5.13 Holdover. Should Lessee hold over tenancy after the date established for the termination of this Agreement, Lessee shall be considered a lessee from month to month with a rental amount payable monthly at 150% of the Rent described in this Agreement, and otherwise upon the covenants and conditions set forth in this

Agreement; and such tenancy shall continue until thirty (30) days after either party hereto serves upon the other written notice of intention to terminate such tenancy.

6. Covenants of Lessor. Lessor covenants and agrees as follows:

6.1 Marketable Title. Lessor owns marketable title to the Premises, subject only to liens, easements and restrictions of record.

6.2 Quiet Enjoyment. For so long as Lessee is not delinquent in the payment of any Rent or is not in default of the performance of any other term or condition of this Agreement to be performed by Lessee, then, during the term of this Agreement, Lessee may peacefully hold and enjoy the Premises without any interruptions by Lessor, its assigns, or any persons lawfully claiming through Lessor.

7. Destruction by Fire or Elements.

7.1 Repair or Rebuilding. In the event of fire or other casualty, Lessee shall give immediate notice thereof to Lessor, and Lessee shall thereupon cause the damage to be promptly repaired with the insurance proceeds, and Lessee shall be liable and responsible for the cost of such repair and restoration to the extent that the cost exceeds the amount of the insurance proceeds.

7.2 Damage and Interrupted Operation. Lessor shall not be liable for any damage either to person or property sustained by Lessee, due to the improvements on the Premises or any part thereof or any appurtenances thereof becoming out of repair or due to the happenings of any accidents in or about said improvements, or due to any act or neglect of any Lessee or of any other person. This provision shall apply especially (but not exclusively) to damage caused by fire, wind, water, snow, frost, steam, sewage, illuminating gas, sewer gas or odors, or by the bursting or leaking of pipes and shall apply equally, whether such damage be caused by the act or neglect of any other person. If any such damage shall be caused by the act or neglect of Lessee, Lessor may, at its option, repair such damage; and Lessee shall thereupon reimburse Lessor the total cost incurred to repair such damage. Lessee agrees that all personal property upon the Premises shall be at the risk of Lessee only and that Lessor shall not be liable for any damage thereto or theft thereof.

7.3 Waiver of Subrogation. Any provisions herein to the contrary notwithstanding, Lessor and Lessee mutually agree that, in respect to any loss which is covered by insurance then being carried by either of them respectively, the one carrying such insurance and suffering said loss releases the other of and from any and all claims with respect to such loss, to the extent reimbursed by such insurance.

8. Eminent Domain. Except as hereinafter set forth, all compensation awarded for any taking by power of eminent domain of all or a portion of the fee and/or the leasehold shall belong to and be the property of the party so compensated.

## 9. Default and Remedies

9.1 Default. Each of the following shall be deemed a default by Lessee and a breach of this Agreement:

(i) A failure on the part of Lessee to pay any installment of Rent, which failure persists after the expiration of ten (10) days from the date the payment becomes due.

(ii) A failure on the part of Lessee to pay any additional amount or observe or perform any of the other terms, covenants or conditions of this Agreement, which failure persists after the expiration of thirty (30) days from the date Lessor gives notice to Lessee of the existence of such failure; provided, however, that if the matter which is the subject of the notice is of such a nature that the same cannot reasonably be corrected within thirty (30) days, then no default shall be deemed to have occurred if Lessee, before the expiration of the thirty (30) day period, commences the curing of the default and diligently prosecutes the same to prompt completion.

(iii) If at any time during the Term of this Lease, Lessee abandons the Premises or any part of the Premises, Lessor may, at its sole discretion and option, immediately enter the Premises by any means without being liable for any prosecution for such entering, and without becoming liable to Lessee for damages or for any payment of any kind whatever. For purposes of this section, there shall be a presumption that Lessee abandoned the Premises if Lessee fails to open the Premises for its Business purposes for ninety (90) consecutive days.

9.2 Surrender of Premises. In the event of any default by Lessee hereunder, Lessor at any time thereafter may, at its option, give Lessee ten (10) days written notice of intention to terminate Lessee's right to possess the Premises and thereupon at the expiration of said ten (10) days Lessee's possessory interest under this Agreement shall expire, and Lessee shall quit and surrender the Premises to Lessor, but Lessee shall remain liable as provided herein.

9.3 Termination. In the event of the occurrence of any of the following, this Agreement shall terminate at the option of Lessor and Lessor shall immediately, without notice of other action by it, be entitled to the remedies as provided herein:

(i) The filing of a petition by or against Lessee for adjudication of Lessee as a bankrupt under the federal bankruptcy act as now or hereafter amended or supplemented, or for reorganization of Lessee within the meaning of Chapter 11 of the Bankruptcy Act, or the filing of any petition by or against Lessee under any future bankruptcy act for the same or similar relief;

(ii) The taking of possession of the property of Lessee by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of Lessee; or

(iii) The making by Lessee of an assignment for the benefit of its creditors; other than the granting by Lessee of a mortgage, deed of trust, security interest or other lien or encumbrance to Lessee's creditors in the normal course of Lessee's business.

9.4 Reentry. If the notice of default by Lessor shall have been given and the term for cure shall expire as aforesaid, or if Lessee shall abandon the Premises, or if this Agreement shall be taken from Lessee as a result of any execution against Lessee in any proceeding in which Lessee shall have no further appeal, then and in such event, Lessor may without notice reenter the Premises either by force or otherwise and dispossess Lessee by summary dispossess proceedings or otherwise, and Lessee or other occupant or occupants of the Premises will remove their effects and hold the Premises as if this Agreement had not been made, and Lessee hereby waives the service of notice of intention to reenter or to institute legal proceedings to that end.

9.5 Remedies. In case of any default, reentry, expiration and/or dispossession by summary dispossess proceedings or otherwise, Lessor at its sole discretion may seek any available remedy at law or in equity including but not limited to the following:

(i) All Rent for the current Term shall immediately become due thereupon and be paid, together with such expenses as Lessor may incur incident to the recovery of possession, brokerage and/or putting the Premises in good order, or for preparing the same for re-rental;

(ii) Lessor may relet the Premises or any part or parts thereof, either in the name of Lessor or otherwise, for a term or terms which may at Lessor's option be less than or exceed the period which would otherwise have constituted the balance of the Term of this Agreement; and/or

(iii) Lessee shall also pay Lessor as damages, for the failure of Lessee to observe and perform Lessee's covenants herein contained, any deficiency between the Rent hereby covenanted to be paid and the net amount, if any, of the rents collected by reason of the reletting of the Premises for each month of the period which would otherwise have constituted the balance of the Term of this Agreement.

In the event of a breach or threatened breach by Lessee of any of the covenants or provisions hereof, Lessor shall have the right of injunction and the right to invoke any remedy allowed by law or in equity as if reentry, summary dispossess proceedings, and other remedies were not herein provided for. Mention in this Agreement of any particular remedy shall not preclude Lessor from any other remedy, in law or in equity. All rights and remedies of Lessor herein created or otherwise existing at law are cumulative and the exercise of one or more rights or remedies shall not be taken to exclude or waive the right to the exercise of any other. All such rights and remedies may be exercised and enforced concurrently and whenever and as often as Lessor shall

deem desirable. If Lessee fails to pay, when due, any Rents, taxes, assessments, utility charges or other charges on the Premises which might be the responsibility of the Lessee hereunder, then Lessor at its sole option shall have the right to pay the same. All amounts due from Lessee to the Lessor hereunder shall accrue interest thereon due from Lessee at the rate of sixteen percent (16 %) per annum from the due date until payment thereof by Lessee.

10. Assignment and Subletting. Lessee shall not assign this Agreement nor any interest hereunder and shall not permit any assignment at law, shall not sublet the Premises or any part thereof, and shall not permit the use of the Premises by any party other than Lessee, Lessee's agents, employees and representatives without obtaining the prior written consent of Lessor. No assignment or subletting (or purported assignment or subletting) in whole or in part and no acceptance by Lessor of Rent or other performance of this Agreement from or by an assignee or sublessee shall, in any event, relieve or release Lessee of the primary responsibility for all payments, covenants, duties and obligations hereunder or constitute a waiver of such responsibility. If Lessor sells or transfers all or any portion of the Premises, Lessor, on consummation of the sale or transfer, shall be released from any liability thereafter accruing under this Agreement if Lessor's successor has assumed in writing all of Lessor's obligations under this Agreement.

#### 11. Miscellaneous Provisions

11.1 Signs. Upon the prior written consent of Lessor which shall not be unreasonably withheld, Lessee, at its cost, shall have the right to place, construct and maintain on the Premises appropriate signs advertising its Business, subject to the laws, regulations and ordinances of the applicable governmental authorities. Upon the termination of this Agreement, Lessee shall remove all such signage and repair any damage to the Premises caused by the removal of such signage.

11.2 Notices. All notices required to be given hereunder shall be in writing, and, if intended for Lessor be mailed to Lessor by registered or certified mail, sufficient postage prepaid, to the following:

Silo, LLC  
c/o Nader Sepahpur  
1423 O Street  
Lincoln, Nebraska 68508-3808

Either party shall have the right to change its mailing address by notice being served, by registered or certified mail, of such change.

11.3 No Waiver. No waiver by Lessor of a default by Lessee shall be implied and no express waiver shall extend to any default other than that specified therein and then only for the period and to the extent specifically stated. The failure of Lessor to

insist upon strict performance by Lessee of any of the covenants, conditions and agreements of this Agreement shall not be deemed a waiver of any of the Lessor's rights or remedies and shall not be deemed a waiver of any subsequent breach or default by Lessee of any covenant, condition and agreement of this Agreement. No surrender of the Premises shall be affected by Lessor's acceptance of rent or by any other means whatsoever unless the same is evidenced by Lessor's written acceptance of such as a surrender.

11.4 Entire Agreement. This Agreement contains the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties hereto. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns. The use of one gender in this Agreement shall include any gender; and the singular shall include the plural or the plural the singular, as the context hereof may require.

11.5 Governing Law; Severability. This Agreement shall be governed by and construed in accordance with the laws of the State where the Premises are located. If any clause or provision hereof should be determined to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement or any renewal term hereof, then and in that event, it is the express intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.

11.6 Lessee's Certificate. During the term of this Agreement and upon the request of Lessor or any lender who holds or will be conveyed a lien against the Premises herein, Lessee agrees to furnish a written statement ("estoppel certificate") regarding the following: the status of this Lease Agreement, the status of Rent payments, whether any defaults by either party exist under the Lease Agreement, the existence of deposits or rental payments made in advance, the existence of any claims for reimbursement by Lessee, and whether Lessee is in occupancy of the Premises and actively conducting its business thereon.

11.7 Memorandum of Lease and Option. Upon the execution of this Lease, Lessor and Lessee shall both execute the Memorandum of Lease and Notice of Option to Purchase which is attached hereto as Exhibit "B" (the "Memorandum"), and shall cause the same to be duly recorded with the appropriate governmental authority or recording office. Lessee shall pay the filing fee charged for the recording of such Memorandum.

11.8 Subordination. This Agreement and its interest thereunder shall be subordinate to any mortgages or deeds of trust that may hereafter be placed upon the Premises and to any and all advances to be made thereunder and to the interest thereon, and to all renewals, replacements and extensions thereof. In the event of any mortgagee or trustee electing to have this Agreement a prior lien to its mortgage or deed of trust, then and in such event, upon such mortgagee or trustee notifying Lessee in writing to that effect, this Agreement shall be deemed a superior lien to the said

mortgage or deed of trust, whether or not this Agreement is dated prior to or subsequent to the date of said mortgage or deed of trust.

11.9 Warranties. Lessor does not warrant the fitness, merchantability, design, condition, capacity, suitability, or performance of the Premises. Lessor makes no express or implied warranties and leases the Premises to Lessee "as-is" and "with all faults".

11.10 Condition at Termination. On the last date of the term hereof, or on any sooner termination, Lessee shall surrender the Premises to Lessor in the same condition as when received, ordinary wear and tear excepted.

11.11 Time. The time of performance of all of the covenants, conditions and agreements of this Agreement is of the essence.

11.12 Relationship. It is expressly understood that Lessor shall not be construed or held to be a partner or associate of Lessee in the conduct of its business; it being expressly understood that the relationship between the parties hereto is and shall remain at all times that of Lessor and Lessee.

LESSOR:

LESSEE:

Silo, LLC

SaReena Freet  
Tic Toc LLC

By: [Signature]

By: [Signature]

Print: Nader Sepahpur

Print: SaReena L. Freet

Title: Manager

STATE OF NEBRASKA )  
COUNTY OF Lincoln ) ss.

Subscribed, sworn to and acknowledged before me this 8 day of October, 2020, by Nader Sepahpur, Manager of Lessor, and as the voluntary act and deed of Lessor.

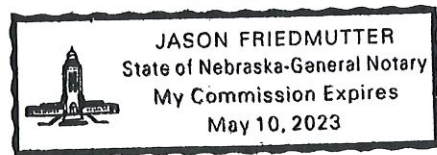
[Signature]  
Notary Public

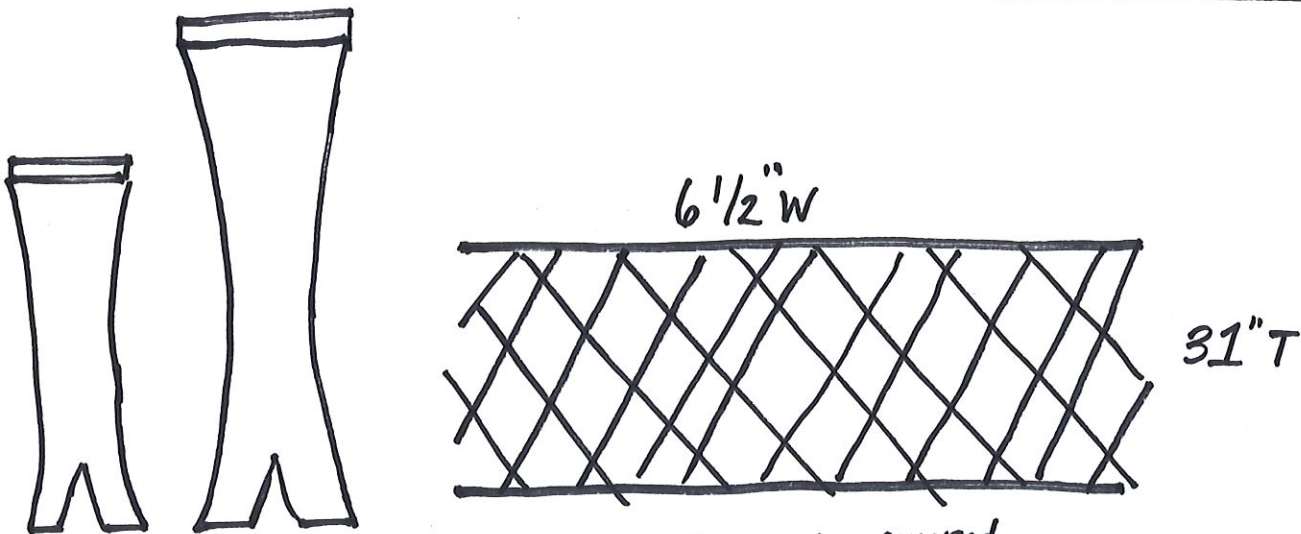
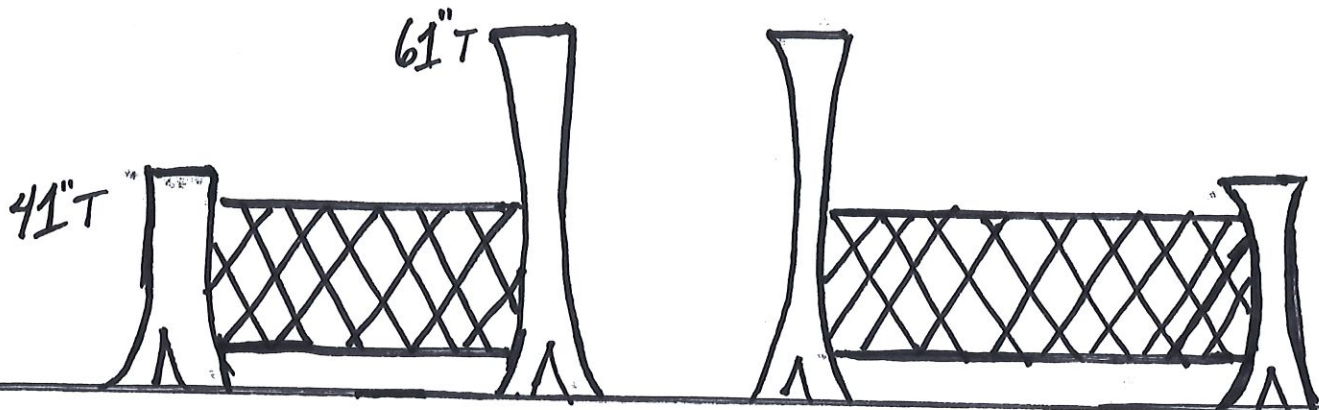
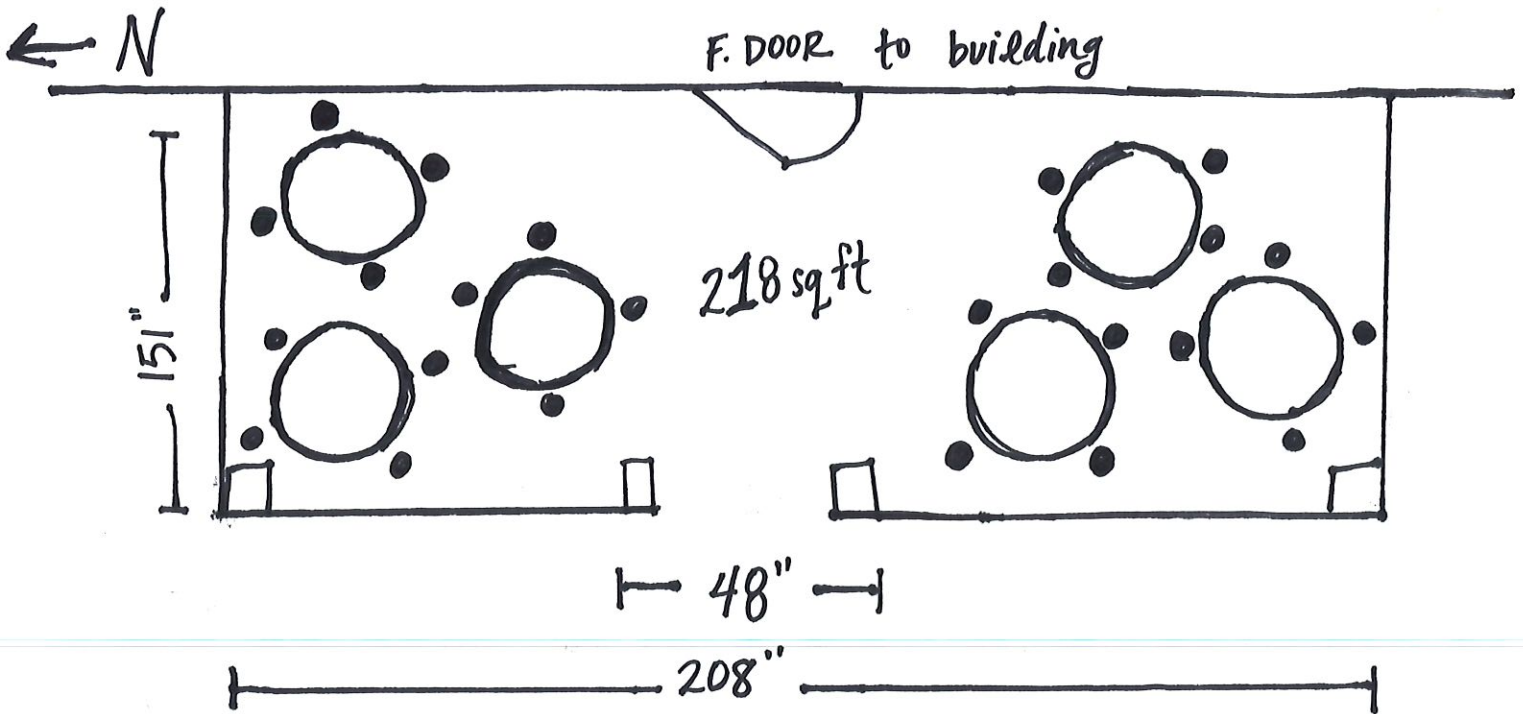


STATE OF Nebraska )  
COUNTY OF Lincoln ) ss.

Subscribed, sworn to and acknowledged before me this 8 day of October, 2020, by SaReena Freet as the voluntary act and deed of Lessee.

[Signature]  
Notary Public



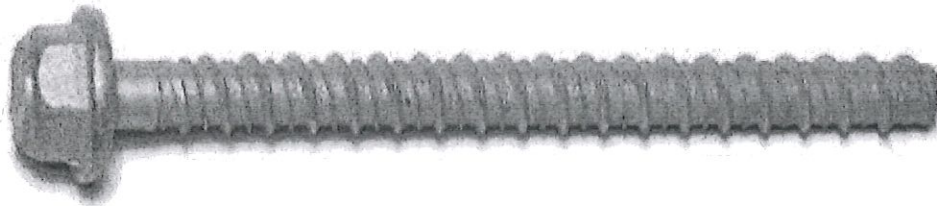


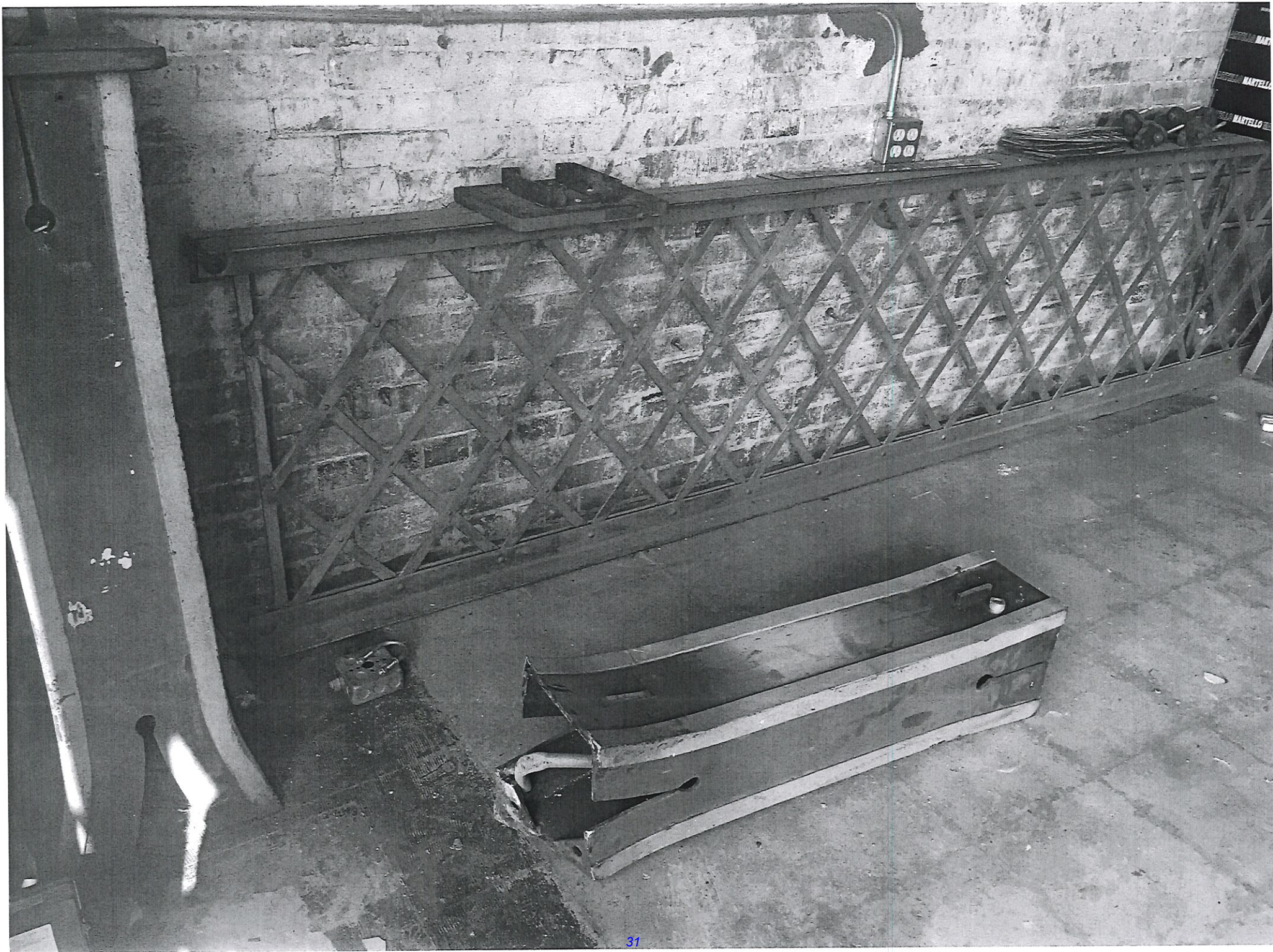
Old downtown Dazzari's railing with branding covered

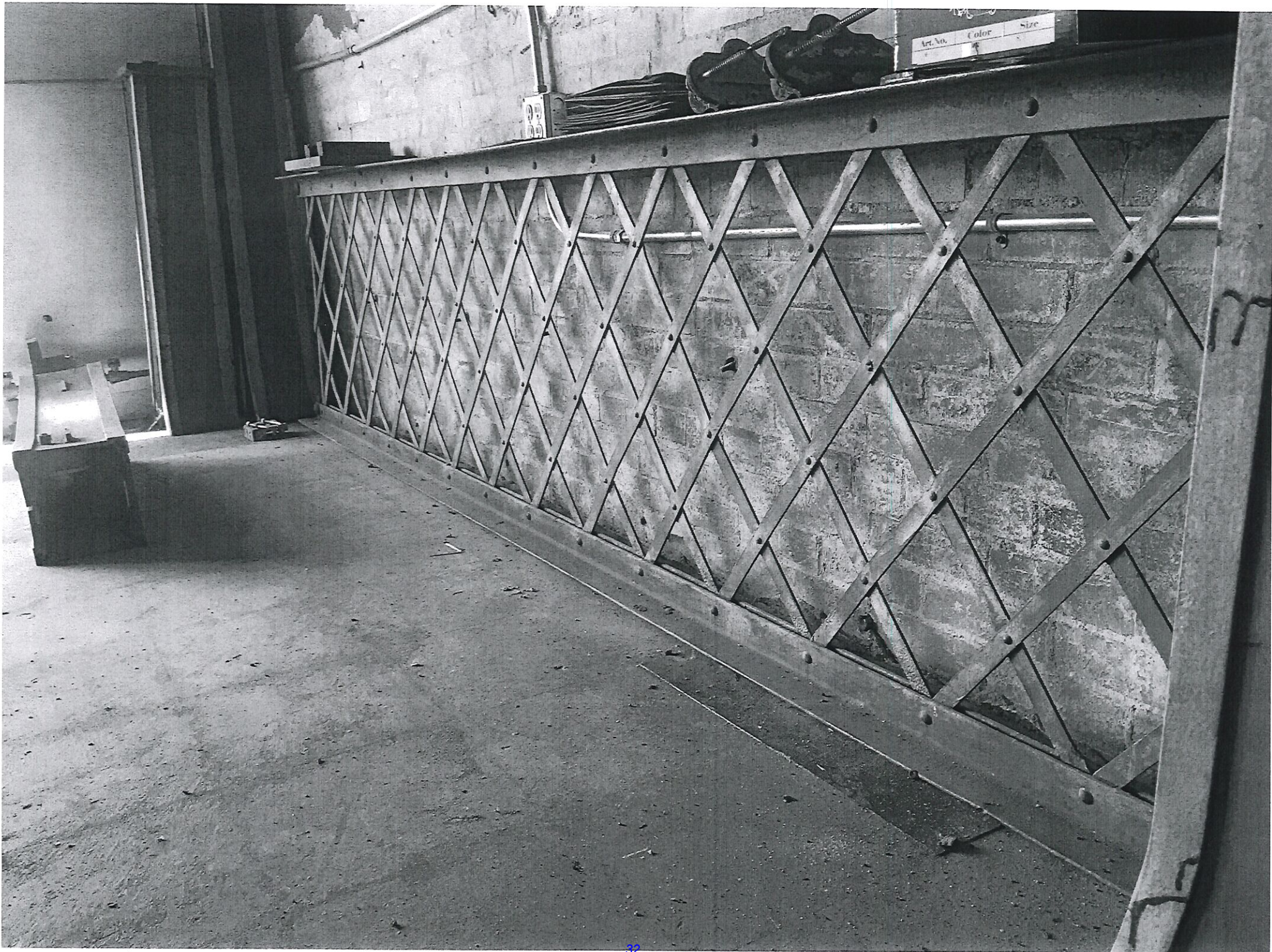
- 12" x 12" x 3/8" wall square steel posts
- 4-3/8" x 5" anchors per post
- Top of railing @ 36" tall
- Bottom of railing @ 5" tall
- No obstructions within 6' of perimeter

# Midwest Fastener® 3/8" x 4" LDT Tapcon Screw - 50 Count

Model Number: 08866







Art. No.	Color	Size



Lincoln-Lancaster County Health Department  
Environmental Public Health Division (402) 441-6280  
3131 O Street - Lincoln, NE 68510-1514

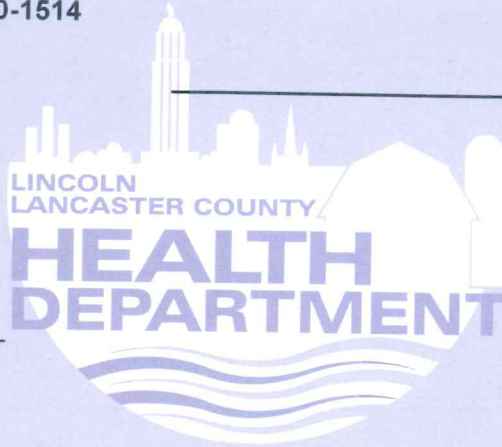
Food Establishment Permit  
# HFE055489

Issued 06/01/2021  
Expires 05/31/2022

Facility	Count
12 - Bar Within 3 Mile	1

Establishment HOT MESS  
408 S 11TH STREET  
LINCOLN, NE 68508

Permittee TIC TOC LLC  
1200 S 23RD STREET  
LINCOLN, NE 68502



*Patricia D. Lopez*  
Patricia D. Lopez, RN, MSN, Health Director

POST IN A PROMINENT PLACE



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/17/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Complete Insurance LLC 700 R St Suite 311 Lincoln NE 68501		<b>CONTACT NAME:</b> Heather Bender <b>PHONE A/C, No. Ext):</b> 402-858-0988 <b>E-MAIL ADDRESS:</b> heather@completeinsurancellc.com <b>FAX A/C, No):</b> 402-858-6068	
<b>INSURED</b> Tic Toc LLC DBA The Hot Mess 408 S 11th St Lincoln NE 68508		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Auto-Owners Insurance Co <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER: 1**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ-ECT <input type="checkbox"/> LOC	Y	Y	39195112	10/23/2021	10/23/2022	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			39195112	10/23/2021	10/23/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$ 5,000,000
								\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		39195113	10/23/2021	10/23/2022	WC STATUTORY LIMITS	OTHER
		Y	N/A				E.L. EACH ACCIDENT	\$ 100,000
							E.L. DISEASE - EA EMPLOYEE	\$ 100,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The Hot Mess is a bar with a sidewalk cafe. City of Lincoln is listed as additional insured on the general liability policy.

**CERTIFICATE HOLDER****CANCELLATION**

City of Lincoln City Clerk's Office 555 S 10th St Lincoln NE 68508	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Heather Bender</i>
---	--

# SIDEWALK CAFÉ PERMIT APPLICATION

**Please PRINT using blue or black ink only.**

1

BUSINESS OWNER'S NAME & HOME ADDRESS				
NAME:	Derek Jones			
STREET ADDRESS:	1140 O st.	CITY:	Lincoln	
STATE:	Nebraska	ZIP:	68508	HOME PHONE #: 402-570-7705
EMAIL ADDRESS:	gravitylincoln@gmail.com			

2

MAILING ADDRESS				
NAME:	Gravity Lincoln			
STREET ADDRESS:	1140 O st.			
CITY:	Lincoln	STATE:	Ne	ZIP: 68508

3

CAFÉ INFORMATION				
BUSINESS NAME:	Gravity			
STREET ADDRESS:	1140 O st.			
ZIP:	68508	BUSINESS PHONE#:	402-570-7705	FAX#:

4

MANAGER OF CAFÉ & THEIR HOME ADDRESS				
NAME:	Derek Jones			
STREET ADDRESS:	2606 W Timberlake dr			
CITY:	Lincoln	STATE:	Ne	ZIP: 68522
PHONE #:	402-570-7705	CELL#:		DATE OF BIRTH:

5

OWNER OF PROPERTY				
NAME:	Silo LLC ( Nadar Sepahpur)			
STREET ADDRESS:	1423 O st.			
CITY:	Lincoln	STATE:	Ne	ZIP: 68521
			PHONE #:	402-890-9565
DOES THE RECORD PROPERTY OWNER AGREE TO SUCH USE? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO				
<b>ATTACH A NOTARIZED LETTER OF CONSENT BY RECORD PROPERTY OWNER FOR THE USE OF SAID PROPERTY &amp; A COPY OF YOUR LEASE.</b>				

FILED

OCT 25 2021

CITY CLERK'S OFFICE

6

DAYS & HOURS OF OPERATION							
	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
OPEN		11 am	11 am	11 am	11 am	11 am	11 am
CLOSE		2 am	2 am	2 am	2 am	2 am	2 am

7

HOW WILL THE SIDEWALK CAFÉ BE SUPERVISED & MAINTAINED
The sidewalk cafe will be supervised by Gravity's security, wait staff and management. Gravity also

8

HOW MANY PATRONS WILL BE SERVED IN THE CAFÉ AREA (OCCUPANCY):	
---	--

9

DESCRIBE, IN DETAIL, ANY PERMITTED ADVERTISING TO BE USED (ATTACH PHOTOS)
There will be a sign above the sidewalk cafe area the reads " Gravity".

10

DESCRIBE, IN DETAIL, FURNITURE TO BE USED (ATTACH PHOTOS)

11

ALCOHOL		
WILL ALCOHOLIC BEVERAGES BE SERVED?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
If YES, have you applied for your liquor license with the Nebraska State Liquor Control Commission?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Have you signed up for training with the Responsible Hospitality Commission?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

12

DESCRIBE THE TYPE OF FOOD & DRINK TO BE OFFERED FOR SALE (ATTACH A SAMPLE MENU)

## ATTACHMENTS

The following items *must* be ATTACHED to the application. Please put a Check (✓) mark next to those items you have attached.


ITEM	ATTACHED
Building Permit (copy), if needed	<input type="checkbox"/>
Food Establishment Permit (copy)	<input checked="" type="checkbox"/>
Menu	<input checked="" type="checkbox"/>
Notarized Letter of Consent from the Record Property Owner	<input checked="" type="checkbox"/>
Signed Lease (copy)	<input checked="" type="checkbox"/>
Site Plan (as described on checklist)	<input checked="" type="checkbox"/>
Fencing Material (photo)	<input checked="" type="checkbox"/>
Furniture (photo)	<input checked="" type="checkbox"/>
<b>Original</b> Certificate of Liability Insurance (as described on checklist)	<input checked="" type="checkbox"/>

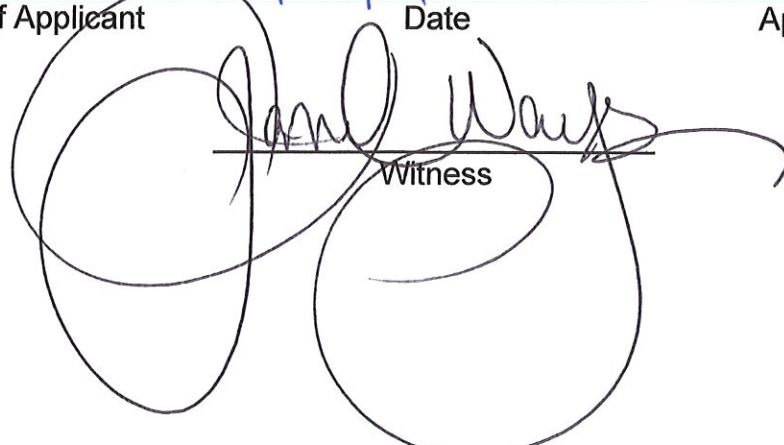
## HOLD HARMLESS AGREEMENT

*Must be signed before a witness!*

In consideration of being issued a permit for the use of surface space for a sidewalk café the undersigned applicant agrees to hold harmless the City of Lincoln and the officers and employees of the City for any loss or damage arising out of the use, or the discontinuance of any use. The undersigned agrees and understands that the use of the surface space is temporary, on a day to day basis; that the undersigned does not acquire any right, title, or interest in such space; that the undersigned may be required by the City at any time to vacate all or any part of the surface space that the undersigned has been given permission to use; that upon demand to vacate such space, the undersigned agrees to promptly remove any personal property placed thereon by the undersigned and to return the surface space to the same condition that it was in prior to commencement of such use or to reimburse the City for the cost of removing such property and restoring the surface space to its prior condition and that the undersigned has no recourse against either the City or its officers, employees or agents, either for any loss or damage occasioned by his or her being required to vacate all or any part of the surface space which the undersigned has been granted permission to use.

The undersigned further agrees at all times hereafter to comply with all municipal ordinances, rules and regulations of the City of Lincoln, Nebraska.

Derek Jones                      10/25/21                        
 Printed Name of Applicant                      Date                      Applicant's Signature

  
 Witness

**Gourmet Bar Food**  
THURSDAY, FRIDAY, SATURDAY  
OPEN AT 4PM

**Gravity Sliders (3)**  
(All served with dill pickle)

Smoked Gouda Burger  
Angus Beef, Smoked Gouda Cheese, Caramelized Onions and Garlic Aioli

Bourbon Pulled Pork with Mango Salsa  
Pork Shoulder Roast, Bourbon Sauce and Mango Salsa

Shrimp Po Boy  
Fried Shrimp, Pickles, Lettuce, Tomato and Remoulade Sauce

Grilled Barbecue Tofu Burger(Vegetarian)  
Grilled Tofu, Barbecue sauce Cucumber, Carrot, Cilantro and Garlic Aioli

Grav Club  
Toasted Sourdough Bread, Turkey, Ham, Cheddar Cheese, Lettuce, Tomato and Mayo.

**Wings (6/12)**

(Dipping Sauce of your choice: Honey Mustard, Teriyaki Sauce, BBQ, Wing Sauce, Ranch or Blue Cheese)

Mild  
Hot  
Sweet Teriyaki (Scallion topping)  
Garlic Parmesan (Parmesan cheese/Parsley Flakes) or Spicy Artichoke Wings  
Honey Barbecue

**Kebabs**  
(3)

Jerk-Spiced Pork (GF)  
Marinated Pork served with Honey Lime sauce

Grilled Cajun Shrimp(GF)  
Cajun Seasoned Shrimp served with lemon wedges, Sauce of your choice: Cocktail

or Remoulade

Marinated Vegetables(GF)

Zucchini, Mushrooms, Yellow Squash, Cherry Tomatoes and Red Onions with  
Lemon served with Avocado-Cilantro Sauce

BBQ Baby Back Ribs(Sous Vide-Half Rack)(GF)

**Sides**

Parmesan Truffle Fries (or Crinkle Cut)

Or

Sweet Potato Waffles

**Late Night Menu**

**AFTER 11PM**

**(SERVED WITH YOUR CHOICE OF FRIES)**

Buffalo Chicken Quesadilla  
Pizza

Gravity

Jalapeno Poppers-(unbreaded)(6)  
Sliders(3)

Cheddar Burger

Blackened Shrimp Taco with Lime Cilantro Slaw (3)  
(6/12)

Wings

Ham and Cheddar

Prepared with Diced Ham and Cheddar Cheese

Jalapeno Popper

Prepared with Cream Cheese, Bacon, Jalapeno

Sausage and Cheddar

Prepared with Turkey Sausage, Onion, and Cheddar Cheese

Red Roasted Potatoes

Mimosa Fruit Salad

Fruit Salad infused with Homemade Mimosa Syrup

Almond Joy Baked Oatmeal Muffin

Lemon Blueberry Coffeecake with Lemon Glaze

Breakfast Brunch Menu (Cook to order)

Price Per Person?

Try our Chef's Special!

Breakfast Pancake Kabob

Mini Pancake ball, Strawberry, Bacon, Pineapple and Sausage. Served with Maple Syrup.

Breakfast Sliders

Croissant Breakfast Sandwich

Scrambled eggs, Cheddar Cheese and your choice of breakfast meat: Bacon, Turkey Sausage, Ham or Veggie Patty.

Chicken and Waffle Sliders

(Choose your waffle flavor! Red Velvet, Blueberry, Chocolate Chip, Funfetti or Cinnamon)

Seasoned Crispy Chicken Breast and Belgian waffles with Maple Syrup in Pipettes

Margarita Avocado Toast

Asiago Toast topped with Smashed Avocado, Roasted Cherry Tomatoes, Fresh Basil, Salt, Pepper and Lemon Juice

French Toast(4)

Banana Foster French Toast

Candied Pecans and Banana Foster Sauce

Stuffed Brioche French Toast

French Toast filled with Orange Marmalade Cream Cheese topped with Fresh Berries and Raspberry Coulis

Salmon Croquette(3)

(NEED INGREDIENTS)

Crustless Mini Quiches(3)

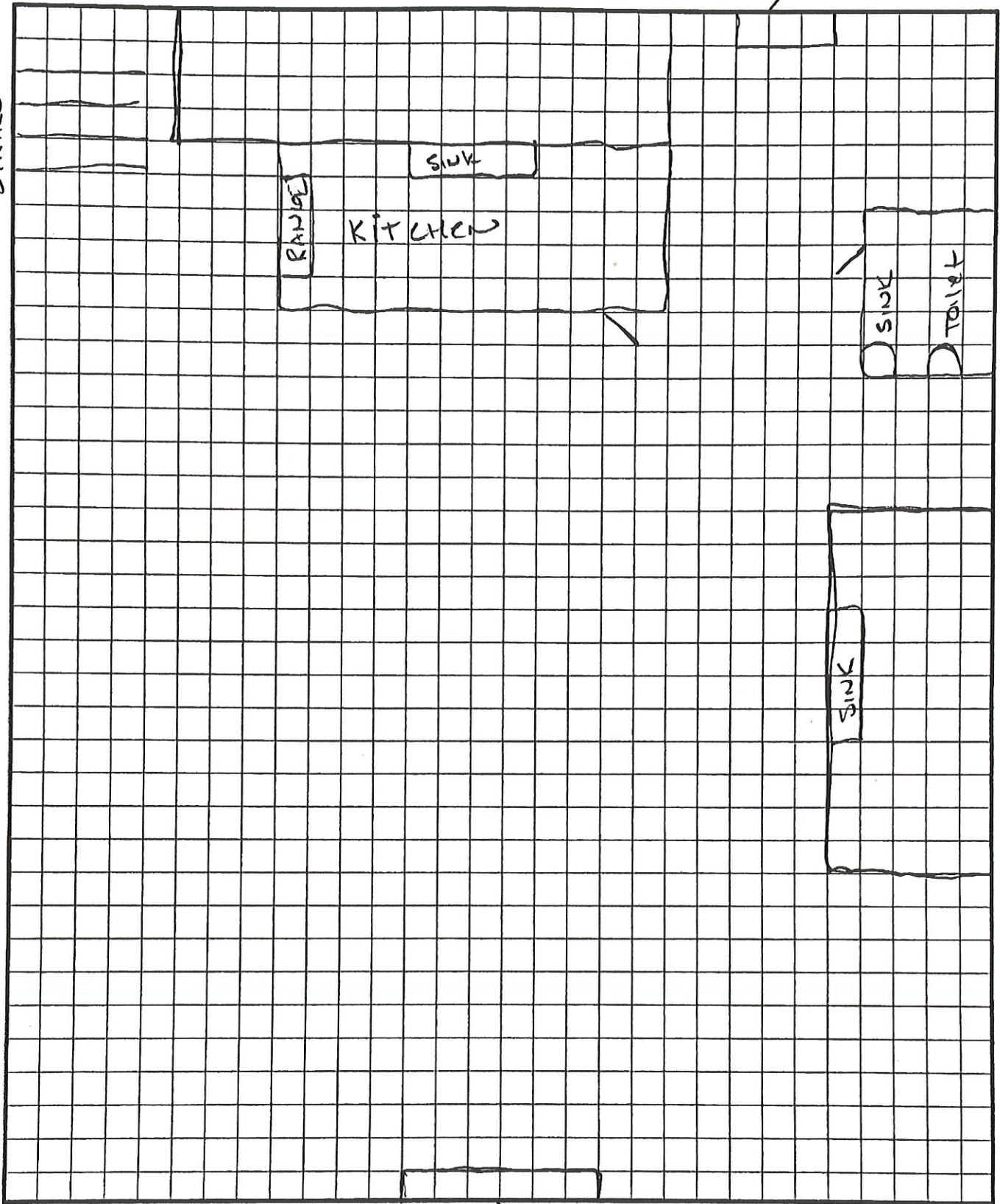
Veggie

Prepared with Mushrooms, Spinach, Sundried Tomatoes, Onion and Harvati Cheese

STAIRS

Smoking Vender

Back Door



Bath

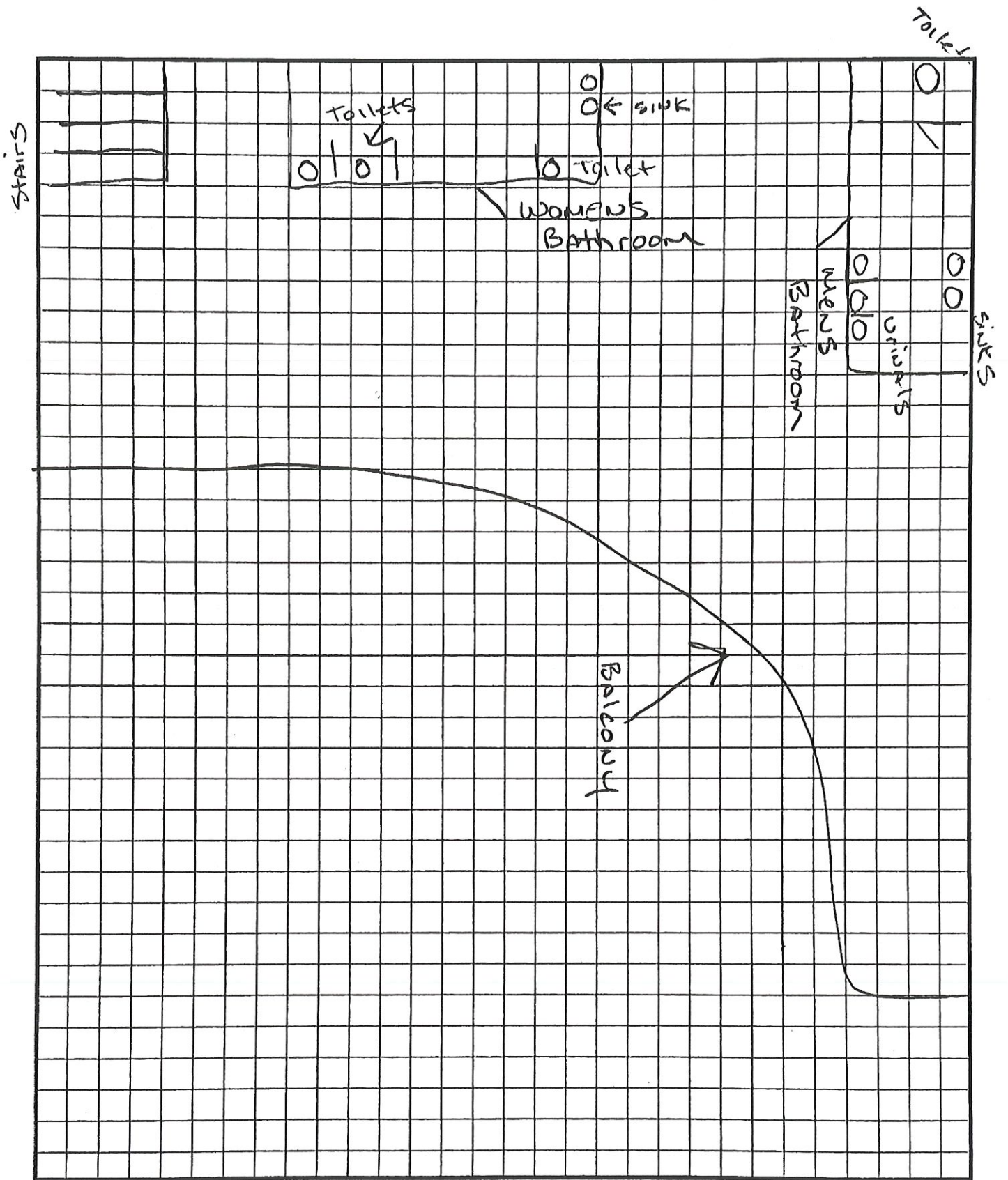
BAR

Front Door



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 All other rights reserved

Name: First Floor



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 All other rights reserved

Name: 2nd Floor

## Sidewalk Café Measurements

- 25 feet long
- 112 inches wide
- Fence goes 97 inches high
- Fencing Material – steel and aluminum





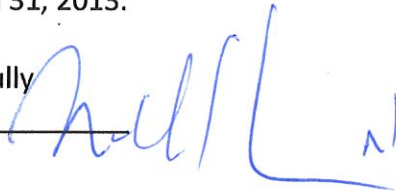
Nadar Sepahpur  
1423 O street  
Lincoln, Nebraska 68508  
402-477-9166  
10/05/2021  
Silo LLC  
Property owner

Mr. Derek Jones

I draft this letter to grant you official permission to use the basement, first floor and mezzanine ("the Premises", which does not include the second and third floors of the Lessor's Property) for the purpose of operating a bar (the "business") on 1140 O St. Lincoln, Ne 68508

It shall start from April 12<sup>th</sup>, 2021 and the terms of the agreement is two (2) years and expiring on March 31, 2023.

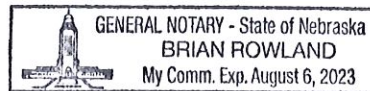
Respectfully

 NADAR SEPAHPUR

Silo LLC

*Nadar Sepahpur subscribed before me this 25<sup>th</sup> day 2021 in Lancaster County Nebraska.*





## LEASE AGREEMENT

This LEASE AGREEMENT ("Agreement") is dated as of April 12<sup>th</sup>, 2021, (the "Effective Date") by and between Silo, LLC, a Nebraska limited liability company, with its principal office at 1423 O Street, Lincoln, Nebraska 68508 ("Lessor"), and Derek N. Jones, Principal, DACC LLC, 1040 Geranium Dr. Lincoln, NE 68521 ("Lessee").

### RECITALS

A. Lessor is owner of certain improved real property located at 1140 O Street, Lincoln, Nebraska, which is legally described as: Lot 17, Block 41, Original Lincoln, Lincoln, Lancaster County, Nebraska ("Lessor's Property");

B. The Lessor's Property consists of the entire building located on the property.

C. Lessee desires to lease a portion of the Lessor's Property, to include the basement, first floor and mezzanine ("the Premises", which does not include the second and third floors of the Lessor's Property) for the purpose of operating a bar (the "Business");

D. Lessor desires to lease the Premises to Lessee for the purposes described above, upon the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of mutual covenants and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

### TERMS

1. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated by reference.

2. **Premises Leased.** Subject to the terms and conditions set forth herein, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the Premises, together with the use of all rights, privileges, easements and appurtenances belonging or in any way pertaining to the Premises.

3. **Term and Renewal Options.** The term of this Agreement is two (2) years, commencing on the Effective Date and expiring on March 31<sup>st</sup>, 2023, unless terminated sooner according to the terms hereof (the "Term"). Should Lessee fail to obtain a Liquor License by June 10<sup>th</sup> 2021, this Lease Agreement will be cancelled

3.1 **Renewal Options.** Provided the Lessee is not in default, upon expiration of the Term, Lessee shall have the option to renew or extend the lease for one option with a three (3) year term commencing at expiration of the first term. This one option to renew must be exercised Six (6) months prior to the expiration of the original Term of the lease.

**4. Rent Commencement Date and Deposit.** The "Rent Commencement Date" of this Lease shall be June 1<sup>st</sup>, 2021. A nonrefundable deposit in the amount of Three Thousand Five Hundred and 00/100 Dollars (\$3,500.00) shall be paid at the time of the signing of this Lease Agreement. This deposit will not be refunded under any circumstance and not in the event of the cancellation of this lease.

**4.1 Rent Due.** Immediately upon Lessee's approval for a Liquor License and no later than June 10<sup>th</sup>, 2021, Lessee shall pay to the Lessor a sum of Ten Thousand Five Hundred and 00/100 Dollars (\$10,500.00), this amount payable will satisfy Lessee's rent obligation through August 31<sup>st</sup>, 2021. Failure in payment of the entire sum of \$10,500 by June 10<sup>th</sup>, 2021 will cause the immediate termination of this lease, immediate eviction of the Lessee and immediate surrender of the Premises. Commencing on September 1<sup>st</sup>, 2021 and continuing each month during the first year of this Lease, Lessee shall pay to Lessor the amount of Three Thousand Five Hundred Dollars (\$3500.00) (the "Rent"), payable on or before the first (1<sup>st</sup>) day of each month. The Rent for the second year of this Lease commencing on April 1<sup>st</sup>, 2022 and continuing each month through March 31<sup>st</sup>, 2023 shall be Four Thousand 00/100 Dollars (\$4,000.00). Should Lessee exercise it one renewal option to extend the Lease, the monthly Rent amount for year three (3) shall be Four Thousand Five Hundred and 00/100 Dollars (\$4,500.00) and thereafter there will be a 5% cumulative annual rent increase for the option term.

**4.2 Rent Payments.** All payments of Rent shall be sent to the Lessor at the address for notices set forth in Section 11.2, unless otherwise instructed. Any delinquent payment of Rent or other amounts due hereunder shall bear interest at the rate of sixteen percent (16%) per annum from the tenth (10<sup>th</sup>) day after the date that the payment was due.

**4.3 General Terms of Rent.** All Rent payments due shall be paid without setoff, deduction or notice of demand and in addition to all other payments (including, without limitation, taxes and insurance) to be made by Lessee as herein provided. The Rent shall be absolutely net to Lessor so that this Agreement shall yield, net to Lessor, the Rent specified herein; and unless otherwise specified herein, all costs, fees, expenses, charges and obligations of every kind and nature relating to the Premises which may arise or become due during the term of this Agreement shall be paid by Lessee; and Lessor shall be indemnified and saved harmless by Lessee from and against any costs, fees, expenses, charges and obligations.

**5.0 Covenants of Lessee.** Lessee covenants and agrees as follows:

**5.1 Taxes, Assessments, and Insurance.** During the first term of this Lease, Lessor will pay all real estate taxes and assessments.

**5.2 Real Estate Taxes.** Except as otherwise provided in Section 5.1 of this Lease, Lessee shall pay, prior to delinquency, on a monthly basis, all real estate taxes

levied on the Premises (as well as all taxes levied on any improvements constructed on the Premises) by the applicable taxing authorities during the Term of this lease, including during the Renewal Option periods described in Section 3.1 of this Lease. In addition, Lessee shall pay all special and general assessments as such may be levied on the Premises during the Term of this Agreement.

**5.3 Personal Property Taxes.** Lessee shall pay, prior to delinquency, any and all taxes and assessments levied or assessed during the lease Term upon or against: (i) all furniture, fixtures, signs and equipment and any other personal property installed or located within the Premises; and (ii) all alterations, additions, betterments or improvements of whatsoever kind or nature, made by Lessee to the Premises, including such improvements and betterments as presently exist and as made by Lessee, as the same may be separately levied, taxed and assessed against or imposed by the taxing authorities.

**5.4 Insurance.** Lessee shall procure, and at all times during the Term, maintain in force the following policies of insurance pertaining to the demised premises:

- (a) Commercial General Liability insurance policy or policies to protect Lessee and Lessor against any liability to the public or to any invitee of Lessee incidental to the use or resulting from any accident occurring in or upon the Premises with a limit of not less than \$1,000,000.00 per occurrence and not less than \$2,000,000 in the annual aggregate, or such greater amounts as Lessor may prudently require from time to time upon written notice to Lessee, covering bodily injury and property damage liability and \$1,000,000.00 products/completed operations aggregate.
- (b) Business Auto Liability insurance covering owned, non-owned, and hired vehicles with a limit of not less than \$1,000,000.00 per accident.
- (c) Workers Compensation coverage as required under applicable laws.
- (d) All Risk coverage protecting Lessee against loss or damage to Lessee's improvements, additions, alterations, fixtures, equipment, inventories, and other business personal property situated on the Premises for the full replacement value of the property so insured.
- (e) Business Interruption coverage with a limit of liability representing loss of at least six (6) months of Lessee's income.

Each policy of insurance shall: (i) be procured and maintained at Lessee's expense; (ii) name the Lessor as an additional insured; (iii) be issued by an insurance company or companies acceptable to Lessor and authorized to transact business in the State of Nebraska; (iv) provide that said insurance shall not be cancelled without thirty (30) days advance notice to Lessor; and (v) certificates confirming such insurance policy or policies shall be promptly delivered by Lessee to Lessor after the Effective Date and promptly upon the periodic renewal of such coverage.

**5.5 Utilities.** Lessee shall pay all charges for heat, electricity, water, sewage, gas, garbage or special fees, metering charges or other utility charges or services of any nature used on the Premises, including all taxes thereon.

**5.6 Use of Premises.** Lessee may occupy and use the Premises for the operation of the Business and for no other use, unless Lessee obtains the prior consent of Lessor as determined in Lessor's reasonable discretion. No part of the Premises shall be used during the term of this Lease by Lessee, or its assigns or its subtenants for the purposes of carrying on any business, profession, or trade of any kind, or for any purpose relating to a Prohibited Use. For purposes of this agreement, the term "Prohibited Use" shall mean any use involving the sale, distribution or display of any drug paraphernalia primarily used in the ingestion of illicit drugs; any adult bookstore or facility selling or displaying pornographic books, literature, images or videos; any gentlemen's club, strip club or facility involving nudity or sexual entertainment; any massage, tattoo or piercing parlor; any off-track betting club or gambling facility; and any uses that are prohibited by law. Lessee shall keep no animals on or about the Premises without the prior written consent of Lessor.

Lessee represents and warrants that it has obtained all necessary permits and authorizations to conduct the Business on the Premises. Lessee shall observe and comply with all laws, orders, rules and regulations of any governmental authority relating to the Premises and will not permit any nuisance to be created or maintained thereon. Lessee shall not use or permit upon the Premises anything that will invalidate any policy of insurance now or hereafter carried on the Premises or that will increase the premium rate of insurance thereon. Lessee shall not in any manner deface or injure the Premises.

**5.7 Cleanliness.** Lessee shall keep the Premises free and clear from dirt and refuse.

**5.8 Maintenance of Premises.** Lessee shall be responsible, at its sole cost and expense, for maintenance of the Premises and all buildings, improvements, fixtures, equipment and utility services thereon necessary for using the Premises for its Business. All improvements, fixtures, equipment and utilities shall be maintained in good working order, reasonable wear and tear excepted. Lessee shall keep all waste and drain pipes open within the Premises; make all necessary repairs to plumbing and all other utility lines within the Premises and continuously keep and maintain the exterior doors, plate glass, and the interior of the Premises. Lessee shall keep the sidewalk adjoining the Premises clean and unobstructed in any way and free from ice or snow and shall, at Lessee's cost, replace all windows broken, from any cause whatsoever. Lessee shall be responsible to maintain the interior and exterior portions of the building, and, at Lessee's sole cost and expense and shall be responsible to maintain, repair and replace all mechanical equipment serving the Premises and keep the same in good order and repair. Lessor shall have no liability or responsibility for any costs or expenses associated with the Lessee's use of the Premises.

**5.9 Inspection.** Lessee will allow Lessor or its agents to have access to the first floor and mezzanine of the Premises during Lessee's normal business hours upon not less than twenty-four (24) hours prior notice for the purpose of inspection, or in the event of fire or other property damage. Lessor may list and exhibit the Premises to prospective purchasers or prospective tenants at any time prior to or after the expiration of this Agreement. Landlord shall also have a key or access code with accessibility to the basement, second, and third floors of the Premises without prior notice.

**5.10 Indemnification.** Lessor shall not be responsible or liable for the acts of Lessee, its agents, employees or invitees; nor shall Lessor be liable for any loss, theft, damage, injury to or death of any person or damage to property on or about the Premises unless occasioned by the gross negligence or willful act of Lessor or its agents or employees in the cause and scope of their employment. Lessee shall protect, defend, indemnify and hold harmless Lessor and Lessor's agents, servants, employees or other duly authorized representatives from all suits, actions or claims of any character, and all expenses incidental to the defense of such suits, action or claims, based upon or arising out of: (i) any injury, disease, sickness or death of any person or persons; or (ii) any damages to any property, including, in part, loss of use thereof, caused by Lessee or its respective agents, servants, employees or duly authorized representatives, or anyone else under Lessee's direction and supervision, and arising out of, in connection with or relating to Lessee's use of the Premises or the warehousing or storage of any material or supplies of Lessee on the Premises.

**5.11 Hazardous Substances.** Lessee shall not use, store, handle, dispose of, generate, or transport to or from the Premises or any flammable explosives, radioactive materials, hazardous wastes, toxic substances or related materials, including, without limitation, any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials" or "toxic substances" under any applicable laws, ordinances or regulations, except in accordance with all applicable rules, regulations, ordinances and statutes pertaining to the same. Lessee shall, at all times, comply with all federal, state and local laws, ordinances and regulations relating to industrial hygiene or to environmental conditions on, under or about the Premises.

**5.12 Government Regulations.** Lessee will promptly comply with and carry out all orders, requirements, or conditions now or hereafter imposed upon Lessee by the ordinances, laws, and/or regulations of the municipality in which the Premises are located, or by any of its various departments, whether required of Lessor or otherwise, to be done or performed during the term of this Agreement, insofar as they are occasioned by or required in the conduct of the Business of Lessee.

**5.13 Alterations, Additions and Capital Improvements.** Lessee shall not make any structural alterations, additions, or improvements to the Premises without the prior written consent of Lessor. Upon obtaining the written consent of the Lessor; for alterations, additions or capital improvements, Lessee shall pay, or otherwise finance without encumbering the Premises or such alterations, additions or capital improvements, all costs and expenses associated with such approved structural alterations, additions, or

improvements to the Premises. Any alterations, physical additions or improvements made to the Premises by Lessee, which shall not be deemed trade fixtures and which shall not be removed at the termination of this Agreement, shall become the property of Lessor and shall be surrendered to Lessor at the termination of this Agreement.

**5.14 No Liens.** Lessee shall promptly pay for any work done or material furnished in or about the Premises, and Lessee shall not suffer or permit any lien to attach to the Premises, and Lessee shall promptly cause any such lien or claim therefor to be released; provided, however, that in the event Lessee contests any such claim, Lessee shall indemnify and secure Lessor to the satisfaction of Lessor.

**5.15 Holdover.** Should Lessee hold over tenancy after the date established for the termination of this Agreement, Lessee shall be considered a lessee from month to month with a rental amount payable monthly at 150% of the Rent described in this Agreement, and otherwise upon the covenants and conditions set forth in this Agreement; and such tenancy shall continue until thirty (30) days after either party hereto serves upon the other written notice of intention to terminate such tenancy.

**6. Covenants of Lessor.** Lessor covenants and agrees as follows:

**6.1 Marketable Title.** Lessor owns marketable title to the Premises, subject only to liens, easements and restrictions of record.

**6.2 Quiet Enjoyment.** For so long as Lessee is not delinquent in the payment of any Rent or is not in default of the performance of any other term or condition of this Agreement to be performed by Lessee, then, during the term of this Agreement, Lessee may peacefully hold and enjoy the Premises without any interruptions by Lessor, its assigns, or any persons lawfully claiming through Lessor.

**7. Destruction by Fire or Elements.**

**7.1 Repair or Rebuilding.** In the event of fire or other casualty, Lessee shall give immediate notice thereof to Lessor, and Lessee shall thereupon cause the damage to be promptly repaired with the insurance proceeds, and Lessee shall be liable and responsible for the cost of such repair and restoration to the extent that the cost exceeds the amount of the insurance proceeds.

**7.2 Damage and Interrupted Operation.** Lessor shall not be liable for any damage either to person or property sustained by Lessee, due to the improvements on the Premises or any part thereof or any appurtenances thereof becoming out of repair or due to the happenings of any accidents in or about said improvements, or due to any act or neglect of any Lessee or of any other person. This provision shall apply especially (but not exclusively) to damage caused by fire, wind, water, snow, frost, steam, sewage, illuminating gas, sewer gas or odors, or by the bursting or leaking of pipes and shall apply equally, whether such damage be caused by the act or neglect of any other person. If any such damage shall be caused by the act or neglect of Lessee, Lessor may, at its

option, repair such damage; and Lessee shall thereupon reimburse Lessor the total cost incurred to repair such damage. Lessee agrees that all personal property upon the Premises shall be at the risk of Lessee only and that Lessor shall not be liable for any damage thereto or theft thereof.

**7.3 Waiver of Subrogation.** Any provisions herein to the contrary notwithstanding, Lessor and Lessee mutually agree that, in respect to any loss which is covered by insurance then being carried by either of them respectively, the one carrying such insurance and suffering said loss releases the other of and from any and all claims with respect to such loss, to the extent reimbursed by such insurance.

**8. Eminent Domain.** Except as hereinafter set forth, all compensation awarded for any taking by power of eminent domain of all or a portion of the fee and/or the leasehold shall belong to and be the property of the party so compensated.

**9. Default and Remedies**

**9.1 Default.** Each of the following shall be deemed a default by Lessee and a breach of this Agreement:

(i) A failure on the part of Lessee to pay any installment of Rent, which failure persists after the expiration of ten (10) days from the date the payment becomes due.

(ii) A failure on the part of Lessee to pay any additional amount or observe or perform any of the other terms, covenants or conditions of this Agreement, which failure persists after the expiration of thirty (30) days from the date Lessor gives notice to Lessee of the existence of such failure; provided, however, that if the matter which is the subject of the notice is of such a nature that the same cannot reasonably be corrected within thirty (30) days, then no default shall be deemed to have occurred if Lessee, before the expiration of the thirty (30) day period, commences the curing of the default and diligently prosecutes the same to prompt completion.

(iii) If at any time during the Term of this Lease, Lessee abandons the Premises or any part of the Premises, Lessor may, at its sole discretion and option, immediately enter the Premises by any means without being liable for any prosecution for such entering, and without becoming liable to Lessee for damages or for any payment of any kind whatever. For purposes of this section, there shall be a presumption that Lessee abandoned the Premises if Lessee fails to open the Premises for its Business purposes for ninety (90) consecutive days.

**9.2 Surrender of Premises.** In the event of any default by Lessee hereunder, Lessor at any time thereafter may, at its option, give Lessee ten (10) days written notice of intention to terminate Lessee's right to possess the Premises and thereupon at the expiration of said ten (10) days Lessee's possessory interest under this Agreement shall

expire, and Lessee shall quit and surrender the Premises to Lessor, but Lessee shall remain liable as provided herein.

**9.3 Termination.** In the event of the occurrence of any of the following, this Agreement shall terminate at the option of Lessor and Lessor shall immediately, without notice of other action by it, be entitled to the remedies as provided herein:

(i) The filing of a petition by or against Lessee for adjudication of Lessee as a bankrupt under the federal bankruptcy act as now or hereafter amended or supplemented, or for reorganization of Lessee within the meaning of Chapter 11 of the Bankruptcy Act, or the filing of any petition by or against Lessee under any future bankruptcy act for the same or similar relief.

(ii) The taking of possession of the property of Lessee by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of Lessee; or

(iii) The making by Lessee of an assignment for the benefit of its creditors; other than the granting by Lessee of a mortgage, deed of trust, security interest or other lien or encumbrance to Lessee's creditors in the normal course of Lessee's business.

**9.4 Reentry.** If the notice of default by Lessor shall have been given and the term for cure shall expire as aforesaid, or if Lessee shall abandon the Premises, or if this Agreement shall be taken from Lessee as a result of any execution against Lessee in any proceeding in which Lessee shall have no further appeal, then and in such event, Lessor may without notice reenter the Premises either by force or otherwise and dispossess Lessee by summary dispossess proceedings or otherwise, and Lessee or other occupant or occupants of the Premises will remove their effects and hold the Premises as if this Agreement had not been made, and Lessee hereby waives the service of notice of intention to reenter or to institute legal proceedings to that end.

**9.5 Remedies.** In case of any default, reentry, expiration and/or dispossession by summary dispossess proceedings or otherwise, Lessor at its sole discretion may seek any available remedy at law or in equity including but not limited to the following:

(i) All Rent for the current Term shall immediately become due thereupon and be paid, together with such expenses as Lessor may incur incident to the recovery of possession, brokerage and/or putting the Premises in good order, or for preparing the same for re-rental;

(ii) Lessor may relet the Premises or any part or parts thereof, either in the name of Lessor or otherwise, for a term or terms which may at Lessor's option be less than or exceed the period which would otherwise have constituted the balance of the Term of this Agreement; and/or

(iii) Lessee shall also pay Lessor as damages, for the failure of Lessee to observe and perform Lessee's covenants herein contained, any deficiency between the Rent hereby covenanted to be paid and the net amount, if any, of the rents collected by reason of the reletting of the Premises for each month of the period which would otherwise have constituted the balance of the Term of this Agreement.

In the event of a breach or threatened breach by Lessee of any of the covenants or provisions hereof, Lessor shall have the right of injunction and the right to invoke any remedy allowed by law or in equity as if reentry, summary dispossession proceedings, and other remedies were not herein provided for. Mention in this Agreement of any particular remedy shall not preclude Lessor from any other remedy, in law or in equity. All rights and remedies of Lessor herein created or otherwise existing at law are cumulative and the exercise of one or more rights or remedies shall not be taken to exclude or waive the right to the exercise of any other. All such rights and remedies may be exercised and enforced concurrently and whenever and as often as Lessor shall deem desirable. If Lessee fails to pay, when due, any Rents, taxes, assessments, utility charges or other charges on the Premises which might be the responsibility of the Lessee hereunder, then Lessor at its sole option shall have the right to pay the same. All amounts due from Lessee to the Lessor hereunder shall accrue interest thereon due from Lessee at the rate of sixteen percent (16 %) per annum from the due date until payment thereof by Lessee.

**10. Assignment and Subletting.** Lessee shall not assign this Agreement nor any interest hereunder and shall not permit any assignment at law, shall not sublet the Premises or any part thereof, and shall not permit the use of the Premises by any party other than Lessee, Lessee's agents, employees and representatives without obtaining the prior written consent of Lessor. No assignment or subletting (or purported assignment or subletting) in whole or in part and no acceptance by Lessor of Rent or other performance of this Agreement from or by an assignee or sublessee shall, in any event, relieve or release Lessee of the primary responsibility for all payments, covenants, duties and obligations hereunder or constitute a waiver of such responsibility. If Lessor sells or transfers all or any portion of the Premises, Lessor, on consummation of the sale or transfer, shall be released from any liability thereafter accruing under this Agreement if Lessor's successor has assumed in writing all of Lessor's obligations under this Agreement.

## **11. Miscellaneous Provisions**

**11.1 Signs.** Upon the prior written consent of Lessor which shall not be unreasonably withheld, Lessee, at its cost, shall have the right to place, construct and maintain on the Premises appropriate signs advertising its Business, subject to the laws, regulations and ordinances of the applicable governmental authorities. Upon the termination of this Agreement, Lessee shall remove all such signage and repair any damage to the Premises caused by the removal of such signage.

**11.2 Notices.** All notices required to be given hereunder shall be in writing, and, if intended for Lessor be mailed to Lessor by registered or certified mail, sufficient postage prepaid, to the following:

**Lessor**  
Silo, LLC  
c/o Nader Sepahpur  
1423 O Street  
Lincoln, Nebraska 68508-3808

**Lessee**  
DACC, LLC  
c/o Derek N Jones  
1040 Geranium Dr  
Lincoln, NE 68521

Either party shall have the right to change its mailing address by notice being served, by registered or certified mail, of such change.

**11.3 No Waiver.** No waiver by Lessor of a default by Lessee shall be implied and no express waiver shall extend to any default other than that specified therein and then only for the period and to the extent specifically stated. The failure of Lessor to insist upon strict performance by Lessee of any of the covenants, conditions and agreements of this Agreement shall not be deemed a waiver of any of the Lessor's rights or remedies and shall not be deemed a waiver of any subsequent breach or default by Lessee of any covenant, condition and agreement of this Agreement. No surrender of the Premises shall be affected by Lessor's acceptance of rent or by any other means whatsoever unless the same is evidenced by Lessor's written acceptance of such as a surrender.

**11.4 Entire Agreement.** This Agreement contains the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties hereto. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns. The use of one gender in this Agreement shall include any gender; and the singular shall include the plural or the plural the singular, as the context hereof may require.

**11.5 Governing Law; Severability.** This Agreement shall be governed by and construed in accordance with the laws of the State where the Premises are located. If any clause or provision hereof should be determined to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement or any renewal term hereof, then and in that event, it is the express intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.

**11.6 Lessee's Certificate.** During the term of this Agreement and upon the request of Lessor or any lender who holds or will be conveyed a lien against the Premises herein, Lessee agrees to furnish a written statement ("estoppel certificate") regarding the following: the status of this Lease Agreement, the status of Rent payments, whether any defaults by either party exist under the Lease Agreement, the existence of deposits or rental payments made in advance, the existence of any claims for reimbursement by Lessee, and whether Lessee is in occupancy of the Premises and actively conducting its business thereon.

**11.7 Subordination.** This Agreement and its interest thereunder shall be subordinate to any mortgages or deeds of trust that may hereafter be placed upon the Premises and to any and all advances to be made thereunder and to the interest thereon, and to all renewals, replacements and extensions thereof. In the event of any mortgagee or trustee electing to have this Agreement a prior lien to its mortgage or deed of trust, then and in such event, upon such mortgagee or trustee notifying Lessee in writing to that effect, this Agreement shall be deemed a superior lien to the said mortgage or deed of trust, whether or not this Agreement is dated prior to or subsequent to the date of said mortgage or deed of trust.

**11.8 Warranties.** Lessor does not warrant the fitness, merchantability, design, condition, capacity, suitability, or performance of the Premises. Lessor makes no express or implied warranties and leases the Premises to Lessee "as-is" and "with all faults".

**11.9 Condition at Termination.** On the last date of the term hereof, or on any sooner termination, Lessee shall surrender the Premises to Lessor in the same condition as when received, ordinary wear and tear excepted. At termination, Lessee shall restore possession of the Premises to the Lessor with all kitchen and bar equipment and the coolers in good working order.

**11.10 Time.** The time of performance of all of the covenants, conditions and agreements of this Agreement is of the essence.

**11.11 Relationship.** It is expressly understood that Lessor shall not be construed or held to be a partner or associate of Lessee in the conduct of its business; it being expressly understood that the relationship between the parties hereto is and shall remain at all times that of Lessor and Lessee.

LESSOR:

Silo, LLC,  
A Nebraska limited liability company

By:   
Print: Nader Sepahpur  
Title: Manager

LESSEE:


DACC LLC,  
A Nebraska limited liability company

By:   
Print: Derek N Jones  
Title: President

STATE OF NEBRASKA            )  
  ) ss.  
COUNTY OF LANCASTER        )

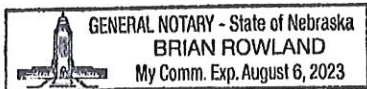
Subscribed, sworn to and acknowledged before me this 12<sup>th</sup> day of April, 2021, by Nader Sepahpur, Manager of Lessor, and as the voluntary act and deed of Lessor.

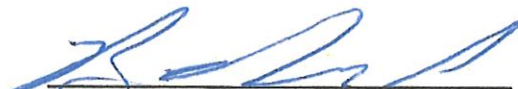


  
Notary Public

STATE OF NEBRASKA            )  
  ) ss.  
COUNTY OF LANCASTER        )

Subscribed, sworn to and acknowledged before me this 12<sup>th</sup> day of Apr. 1, 2021, by Derek N Jones, Manager of Lessee, as the voluntary act and deed of Lessee.



  
Notary Public



Building & Safety Department - City of Lincoln  
**City - Commercial Building**

For Questions,  
Call 441-7521 - 8:00 a.m. to 4:30 p.m.

APPLICANT:  
NADER SEPAHPUR  
Attn: NADER SEPAHPUR 1423 O ST  
LINCOLN NE 68508

Permission is hereby granted to construct the following as described per application and listed hereon :

**PERMIT #:** B2103832

**STATUS:** Pending

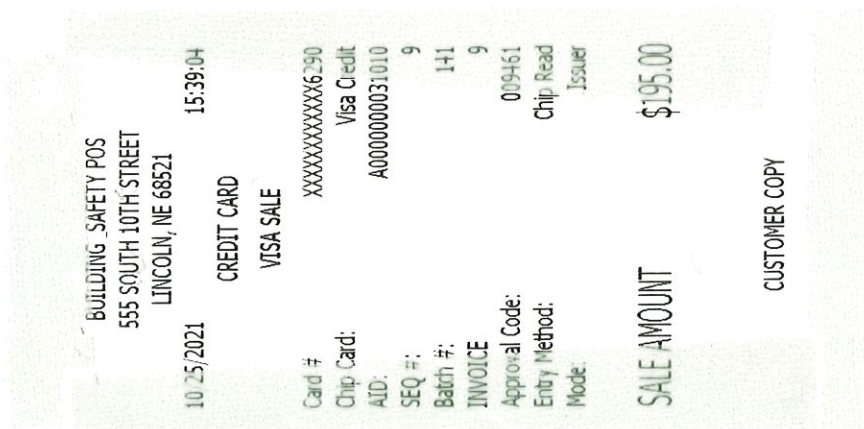
Issued Date:

Expiration Date:

Work Description: GRAVITY - BUILDING A STAGE FOR THE PUPOSE OF BAND OR DJ

**JOB ADDRESS: 1140 O ST**

<u>Fee Description</u>	<u>Fees</u>	<u>Paid</u>
Building Fee	\$55.00	\$55.00
Fire Plan Review Fee	\$40.00	\$40.00
Plan Review Fee	\$100.00	\$100.00
	<b>TOTAL FEES:</b>	<b>\$195.00</b>
	<b>TOTAL PAID:</b>	<b>\$195.00</b>
	<b>BALANCE DUE:</b>	<b>\$0.00</b>





**Lincoln-Lancaster County Health Department**  
**Environmental Health Division**  
 3131 O Street  
 Lincoln, Nebraska 68510

Time In	Purpose	Inspection Date
11:00 AM	Initial	10/22/2021
Time Out	Facility Codes	
12:15 PM	01A, 12A	

FIRM GRAVITY OWNER GRAVITY  
 ADDRESS 1140 O STREET LINCOLN NE, 68508

## FOOD ESTABLISHMENT INSPECTION REPORT

### Comments

Facility does not have a set opening date yet, but needed a food inspection for sidewalk café permit. Facility does not have food or drink on site yet, but equipment is in place and operational. Service areas are clean and durable. Warewashing machine is not yet connected, but manual warewashing is available and facility is currently using a chlorine sanitizing step. Facility has not had inspection by building and safety or fire inspection yet.

**Remarks:** *Facility is able to open from a food standpoint. Facility must receive approval from building and safety and fire prior to opening for service. Fees must be paid to Lincoln Lancaster County Health Department prior to opening and prior to permit issuance. Opening packet and some necessary signage provided by inspector and inspection schedule was discussed.*

5042744824010222021113917



Follow-up

Printed 10/22/2021 11:56:10 AM FIR206

*Matt Husk*

*Derek Evan*

### Environmental Health Specialist

MATT HUSK, EHS 63  
 mhusk@lincoln.ne.gov (402) 441-7922

### Received by Person-In Charge

JONES DEREK EVAN  
 OWNER

Obtain Food Handler and alcohol server/seller permits at  
[www.lincoln.ne.gov](http://www.lincoln.ne.gov) search word "Food".



HFE056752

GRAVITY 1140 O STREET

Page 1 of 1



# SIDEWALK CAFÉ PERMIT APPLICATION

Please PRINT using blue or black ink only.

1

BUSINESS OWNER'S NAME & HOME ADDRESS			
NAME:	Itsumo Ramen		
STREET ADDRESS:	1451 O Street.	CITY:	Lincoln
STATE:	NE	ZIP:	68508
EMAIL ADDRESS:	guohui1114@gmail.com		
HOME PHONE #:	531-254-5588		

2

MAILING ADDRESS			
NAME:	Itsumo Ramen.		
STREET ADDRESS:	1451 O Street		
CITY:	Lincoln	STATE:	NE
ZIP:	68508.		

3

CAFÉ INFORMATION			
BUSINESS NAME:	Itsumo Ramen		
STREET ADDRESS:	1451 O Street		
ZIP:	68508	BUSINESS PHONE#:	531-254-5588
FAX#:			

4

MANAGER OF CAFÉ & THEIR HOME ADDRESS			
NAME:	Lixia Wu.		
STREET ADDRESS:	3275 Promenade Dr.		
CITY:	Lincoln	STATE:	NE
PHONE #:	917-288-819	CELL#:	
DATE OF BIRTH:	68508		

5

OWNER OF PROPERTY			
NAME:	WRK, LLC		
STREET ADDRESS:	440 N 8th ST#140		
CITY:	Lincoln	STATE:	NE
PHONE #:	402-477-6107	ZIP:	68508
DOES THE RECORD PROPERTY OWNER AGREE TO SUCH USE? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
ATTACH A NOTARIZED LETTER OF CONSENT BY RECORD PROPERTY OWNER FOR THE USE OF SAID PROPERTY & A COPY OF YOUR LEASE.			

6

DAYS & HOURS OF OPERATION							
	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
OPEN	11am	11am	11am	11am	11am	11am	12Pm
CLOSE	9:30pm	9:30pm	9:30pm	9:30pm	10:30pm	10:30pm	9:30pm

7

HOW WILL THE SIDEWALK CAFÉ BE SUPERVISED & MAINTAINED

8

HOW MANY PATRONS WILL BE SERVED IN THE CAFÉ AREA (OCCUPANCY):
74

9

DESCRIBE, IN DETAIL, ANY PERMITTED ADVERTISING TO BE USED (ATTACH PHOTOS)
Made by metal, paint by Black color. We use Red patio metal tables and chairs

10

DESCRIBE, IN DETAIL, FURNITURE TO BE USED (ATTACH PHOTOS)
Red patio metal tables and chairs.

11

ALCOHOL		
WILL ALCOHOLIC BEVERAGES BE SERVED?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
If YES, have you applied for your liquor license with the Nebraska State Liquor Control Commission?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Have you signed up for training with the Responsible Hospitality Commission?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

12

DESCRIBE THE TYPE OF FOOD & DRINK TO BE OFFERED FOR SALE (ATTACH A SAMPLE MENU)
Beer, Ramen, Japanese Appetizers

## ATTACHMENTS

The following items *must* be ATTACHED to the application. Please put a Check (✓) mark next to those items you have attached.

ITEM	ATTACHED
Building Permit (copy), if needed	
Food Establishment Permit (copy)	
Menu	
Notarized Letter of Consent from the Record Property Owner	
Signed Lease (copy)	
Site Plan (as described on checklist)	✓
Fencing Material (photo)	✓ <del>✗</del>
Furniture (photo)	✓ <del>✗</del>
<b>Original</b> Certificate of Liability Insurance (as described on checklist)	

### HOLD HARMLESS AGREEMENT

*Must be signed before a witness!*

In consideration of being issued a permit for the use of surface space for a sidewalk café the undersigned applicant agrees to hold harmless the City of Lincoln and the officers and employees of the City for any loss or damage arising out of the use, or the discontinuance of any use. The undersigned agrees and understands that the use of the surface space is temporary, on a day to day basis; that the undersigned does not acquire any right, title, or interest in such space; that the undersigned may be required by the City at any time to vacate all or any part of the surface space that the undersigned has been given permission to use; that upon demand to vacate such space, the undersigned agrees to promptly remove any personal property placed thereon by the undersigned and to return the surface space to the same condition that it was in prior to commencement of such use or to reimburse the City for the cost of removing such property and restoring the surface space to its prior condition and that the undersigned has no recourse against either the City or its officers, employees or agents, either for any loss or damage occasioned by his or her being required to vacate all or any part of the surface space which the undersigned has been granted permission to use.

The undersigned further agrees at all times hereafter to comply with all municipal ordinances, rules and regulations of the City of Lincoln, Nebraska.

HUI Guo  
Printed Name of Applicant

8/9/2021  
Date

  
Applicant's Signature

  
Witness



ITSUMO

JULY  
18-24

WORLD'S  
LARGEST  
RODEO



**ITSU**  
R A M E N

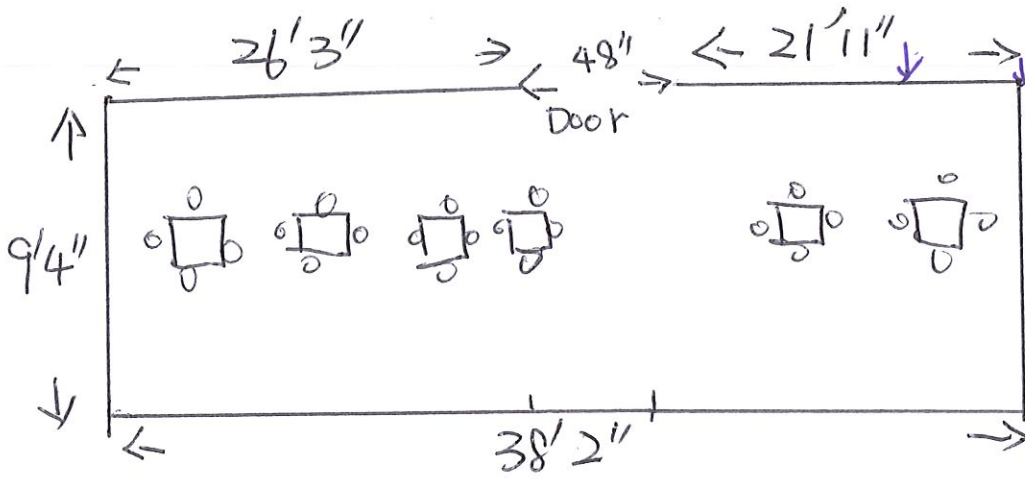
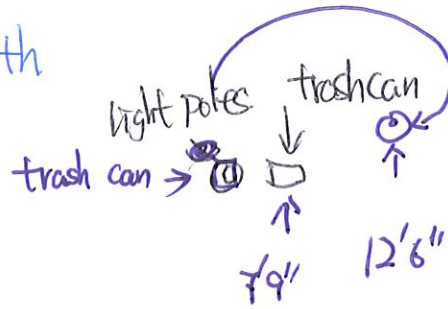








North



# INVOICE



# UNICO

**UNICO Group**  
 1128 Lincoln Mall, Suite 200  
 Lincoln, NE 68508  
 402.434.7200 | 800.755.0048

<b>Customer</b>	Grey Whale Sushi & Grill
<b>Acct #</b>	46855
<b>Date</b>	08/16/2021
<b>Customer Service</b>	Adam Johnson Rebekah Ray
<b>Page</b>	1 of 1

Payment Information	
<b>Invoice Summary</b>	\$ 50.00
<b>Payment Amount</b>	
<b>Payment for:</b>	Invoice#1093414 141719

**Grey Whale Sushi & Grill**  
 129 N 10th St. #113  
 Lincoln, NE 68508

Thank You

Please detach and return with payment



Customer: Grey Whale Sushi & Grill

Invoice	Effective	Transaction	Description	Amount
1093414	08/16/2021	New business	Policy #141719 08/16/2021-08/16/2022 Universal Surety Use of Public Space Bond - New business	50.00
<b>Total</b>				<b>\$ 50.00</b>

Thank You

*To make an electronic payment:*  
<https://unicogroup.com/make-a-payment/>

<b>UNICO Group, Inc.</b> 1128 Lincoln Mall Suite 200 Lincoln, NE 68508	(402)434-7200	<b>Date</b>
	info@unicogroup.com	08/16/2021

# BOND FOR USE OF PUBLIC SPACE

(LMC 14.32.130)

Bond No. 141719

KNOW ALL MEN BY THESE PRESENTS, that we Itsumo Ramen Bar  
of 1451 O Street, Lincoln, NE 68508 As Principal, and UNIVERSAL SURETY COMPANY, P.O. Box  
80468, Lincoln, NE 68501, a corporation duly licensed to do business in the State of Nebraska, as Surety are held and firmly bound unto  
the City of Lincoln, Nebraska, in the penal sum of -----Five Thousand and No/100----- Dollars (\$5,000.00-----)  
lawful money of the United States, for which payment well and truly to be made we bind ourselves and our heirs, executors,  
administrators, legal representatives, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that, whereas, the Principal has made application to the City of Lincoln for  
permission for private use of streets or sidewalks zoned either commercial, business, or industrial, adjacent to the following described  
location in the City of Lincoln, Lancaster County, Nebraska, to wit: Use of sidewalk patio outside 1451 O Street, Lincoln, NE 68508

from August 16th 2021 until August 16, 2022.

NOW, THEREFORE, if the Principal and his heirs, successors, or assigns shall faithfully perform and in all things strictly  
comply with all conditions which now are or which may hereafter be required by Chapter 14.32 of the Lincoln Municipal Code to be  
contained in the surety bond specified by Section 14.32.130 which conditions are hereby incorporated by reference and made to apply to  
the above-described use of public space, then this obligation shall be void, otherwise to remain in full force and effect until terminated as  
hereinafter provided.

THIS BOND MAY BE TERMINATED at any time by the Surety upon sending notice in writing, by certified mail, to the City  
Clerk of said City and to the Principal, addressed to them at City of Lincoln, County-City Building, 555 South 10th Street, Lincoln,  
Nebraska 68508, and at the expiration of thirty (30) days from the receipt of said notice, this bond shall ipso facto terminate and the  
Surety shall thereupon be released from any liability for any acts or omissions of the Principal subsequent to said date.

DATED this 16th day of August, 20 21.



Itsumo Ramen Bar  
Principal

By: [Signature]  
(Show Legal Capacity)

UNIVERSAL SURETY COMPANY  
Surety

By: [Signature]  
Rebekah L. Ray Attorney-in-Fact

Approved as to Form:

\_\_\_\_\_  
City Attorney

(Accompany this bond with Attorney-in-Fact's authority from Surety, certified to include the date of the bond.)

# UNIVERSAL SURETY COMPANY

Lincoln, Nebraska

## POWER OF ATTORNEY

### KNOW ALL MEN BY THESE PRESENTS:

That the **UNIVERSAL SURETY COMPANY**, a corporation of the State of Nebraska having its principal office in the City of Lincoln, Nebraska, pursuant to the following Bylaw, which was adopted by the Board of Directors of the said Company on July 23, 1981, to wit:

"Article V-Section 6. RESIDENT OFFICERS AND ATTORNEYS-IN-FACT. The President or any Vice President, acting with any Secretary or Assistant Secretary, shall have the authority to appoint Resident Vice Presidents and Attorneys-In-Fact, with the power and authority to sign, execute, acknowledge and deliver on its behalf, as Surety: Any and all undertakings of suretyship and to affix thereto the corporate seal of the corporation. The President or any Vice President, acting with any Secretary or Assistant Secretary, shall also have the authority to remove and revoke the authority of any such appointee at any time." does hereby make, constitute and appoint

Robert L. Reynoldson or Jennifer Trevarrow or Rebekah L. Ray, Lincoln, Nebraska  
or Tracy Abbott, Omaha, Nebraska or Justin Lewandowski, Ashland, Nebraska  
or Mary E. Kent, Crete, Nebraska or Robert A. Wick, Columbus, Nebraska  
or Chris Bond or Patricia A. Hellriegel, Kearney, Nebraska

its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver for and on its behalf, as Surety:  
Any and all undertakings of suretyship

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its offices in Lincoln, Nebraska, in their own persons.

The following Resolution was adopted at the Regular Meeting of the Board of Directors of the **UNIVERSAL SURETY COMPANY**, held on July 23, 1981:

"RESOLVED, That the signatures of officers of the Company and the seal of the Company may be affixed by facsimile to any Power of Attorney executed in accordance with Article V-Section 6 of the Company Bylaws: and that any such Power of Attorney bearing such facsimile signatures, including the facsimile signature of a certifying Assistant Secretary and facsimile seal shall be valid and binding upon the Company with respect to any bond, undertaking or contract of suretyship to which it is attached."

All authority hereby conferred shall remain in full force and effect until terminated by the Company.

IN WITNESS WHEREOF, **UNIVERSAL SURETY COMPANY** has caused these presents to be signed by its President and its corporate seal to be hereunto affixed this 11th day of February, 20 21.

*Carol J. Clark*

UNIVERSAL SURETY COMPANY

*Curt L. Hartter*



State of Nebraska } Secretary/Treasurer  
County of } ss.  
                          } Lancaster

By

President

On this 11th day of February, 20 21, before me personally came Curtis L. Hartter, to me known, who being by me duly sworn, did depose and say that (s)he resides in the County of Lancaster, State of Nebraska; that (s)he is the President of the **UNIVERSAL SURETY COMPANY**, the corporation described in and which executed the above instrument; that (s)he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that (s)he signed (his) (her) name by like order; and that Bylaw, Article V-Section 6, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

*Tara Martin*



My Commission Expires February 16, 2022.

Notary Public

I, Philip C. Abel, Director of **UNIVERSAL SURETY COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said **UNIVERSAL SURETY COMPANY**, which is still in full force and effect.

Signed and sealed at the City of Lincoln, Nebraska this 16th day of August, 20 2021.

*Philip C. Abel*

Director





## ADDITIONAL COVERAGES

Ref #	Description DEFCO	Coverage Code DEFCO	Form No.	Edition Date
Limit 1 50,000	Limit 2	Limit 3	Deductible Amount 1,000	Deductible Type
			Premium \$37.00	
Ref #	Description IDRC	Coverage Code IDRC	Form No.	Edition Date
Limit 1 25,000	Limit 2	Limit 3	Deductible Amount 250	Deductible Type
			Premium \$14.00	
Ref #	Description Liquor Liability	Coverage Code LIQR	Form No.	Edition Date
Limit 1 100,000	Limit 2 200,000	Limit 3	Deductible Amount 1,000	Deductible Type
			Premium \$307.00	
Ref #	Description CYRFP	Coverage Code CYRFP	Form No.	Edition Date
Limit 1 25,000	Limit 2 50,000	Limit 3	Deductible Amount 1,000	Deductible Type
			Premium	
Ref #	Description CYLW	Coverage Code CYLW	Form No.	Edition Date
Limit 1 5,000	Limit 2 25,000	Limit 3	Deductible Amount 250	Deductible Type
			Premium	
Ref #	Description PRRES	Coverage Code PRRES	Form No.	Edition Date
Limit 1 50,000	Limit 2	Limit 3	Deductible Amount 1,000	Deductible Type
			Premium \$92.00	
Ref #	Description BIETP	Coverage Code BIETP	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
			Premium \$74.00	
Ref #	Description Broadened Liability	Coverage Code BFCGL	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
			Premium \$150.00	
Ref #	Description CYMHC	Coverage Code CYMHC	Form No.	Edition Date
Limit 1 1,000	Limit 2 25,000	Limit 3	Deductible Amount 250	Deductible Type
			Premium	
Ref #	Description CYPFP	Coverage Code CYPFP	Form No.	Edition Date
Limit 1 25,000	Limit 2 50,000	Limit 3	Deductible Amount 1,000	Deductible Type
			Premium	
Ref #	Description PRSVS	Coverage Code PRSVS	Form No.	Edition Date
Limit 1 25,000	Limit 2 50,000	Limit 3	Deductible Amount 1,000	Deductible Type
			Premium	

OFADTLCV

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## ADDITIONAL COVERAGES

Ref #	Description	Coverage Code	Form No.	Edition Date
	FITRV	FITRV		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
25,000	50,000		1,000	
Premium				
	CYMUC	CYMUC		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
1,000	25,000		250	
Premium				
	Umbrella(C)	CUMBR		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium \$500.00				
	Expense constant	EXCNT		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium \$160.00				
	Increased employer's liability	INEL		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium \$75.00				
	CATAS	CATAS		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium \$49.00				
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				