

### NOTICE OF HEARING

You are hereby notified that a public hearing before the mayor and council of the City of Columbus, NE, will be held on Monday, April 7, 2025, at 6 p.m. in the Columbus Community Building, Community Room, 2500 14 St, Columbus, NE, on the application for a retail liquor license for NYC Tobacco LLC dba Celtic Smoke Shop, 2322 23 Street, Columbus, NE, and at said time and place you may appear and be heard.

City of Columbus  
Shuraya Choat, City Clerk


Publish 03:27:25  
Affidavit of Publication



# COLUMBUS POLICE DEPARTMENT

2330 14th Street • Columbus, Nebraska 68601 • Phone (402) 564-3201 • Fax (402) 562-7325

TO: HONORABLE MAYOR AND CITY COUNCIL  
CITY OF COLUMBUS

FROM: BRET D. STRECKER, CHIEF OF POLICE 

DATE: MARCH 17, 2025

SUBJECT: CELTIC SMOKE SHOP (NYC TOBACCO, LLC)  
2322 23<sup>RD</sup> STREET  
COLUMBUS, NEBRASKA

LIQUOR MANAGER: EBRAHIM ALMANSOB

Celtic Smoke Shop is a convenience store in Columbus that plans to sell several products including alcohol.

- A. The adequacy of existing law enforcement resources and services in the area:

There are adequate law enforcement resources and services in the area.

- B. The recommendation of the police department or any other law enforcement agency:

The Columbus Police Department has no recommendation.

- C. Existing motor vehicle and pedestrian traffic flow in the vicinity of the proposed licensed premises, potential traffic and parking problems, and the proximity and availability of on-street and off-street parking:

There seems to be no traffic or parking problems in the long-term. There will be adequate parking within their parking lot. There is currently construction in the area that is causing temporary traffic issues.

- D. Zoning restrictions and the local governing body's zoning and land-use policies:

The area is zoned for business.

- E. Sanitation or sanitary conditions on or about the proposed licensed premises:

Sanitation or sanitary conditions are in order.

- F. The existence of a citizen's protest or opposition to the application:

There is no known citizen protest or opposition to the application.

- G. The existing population and projected growth within the jurisdiction of the local governing body and within the area to be served:

There is normal projected population growth within the jurisdiction of the local governing body and within the area to be served.

- H. The existing liquor licenses, the class of each such license, and the distance and times of travel between establishments issued such licenses:

There are five liquor licenses in the near vicinity of this location. One is at N-Stant Convenience which is 56 feet away or a one minute walk, there is also Pizza Hut which is 276 feet away or a one minute walk, there is also Walgreen's Pharmacy which is 300 feet away or a one minute walk, there is also CVS Pharmacy which is 350 feet away or a two minute walk, and there is also Tokyo Cuisine which is 0.1 miles away or a four minute walk.

- I. Whether the proposed license would be compatible with the neighborhood or community where the proposed premises are located:

The proposed license is compatible with this area.

- J. Whether the type of business or activity proposed to be operated or presently operated in conjunction with the proposed license is and will be consistent with the public interest as declared in section 53-101.01:

The type of business and activity proposed will be consistent with public intent.

- K. Whether the applicant can ensure that all alcoholic beverages, including beer and wine, will be handled by persons in accordance with section 53-102:

There is no evidence shown that the applicant will not ensure that all alcoholic beverages will be handled by persons in accordance with section 53-102.

- L. Whether the applicant has taken every reasonable precaution to protect against the possibility of shoplifting of alcoholic liquor, which alcoholic liquor shall be displayed and kept in and sold from an area which is reasonably secured:

There is no evidence that the applicant will not take every reasonable precaution to prevent shoplifting and the area is reasonably secured.

- M. Whether the applicant is fit, willing, and able to properly provide the service proposed in conformance with all provisions and requirements of, and rules and regulations adopted and promulgated pursuant to the act:

There is no evidence showing that the applicant is not fit, willing, and able to properly provide the service proposed in conformance with all provisions and requirements of, and rules and regulations adopted and promulgated pursuant to the act.

- N. Whether the applicant has demonstrated that the type of management and control exercised over the licensed premises will be sufficient to ensure that the licensee can conform to all the provisions and requirements of, and rules and regulations adopted promulgated pursuant to the act:

There is no evidence shown that the applicant will not demonstrate that the type of management and control over the licensed premises and will ensure that the licensee can conform to all the provisions and requirements of, and rules and regulations adopted promulgated pursuant to the act.

- O. The background information of the applicant established by information contained in the public records of the commission and investigations conducted by law enforcement agencies:

The background information does not reveal any felony arrests or violations of the applicant.

- P. Past evidence of discrimination involving the applicant as evidenced by findings of fact before any administrative board or agency of the local governing body, and other governmental board or agency of the local governing body, and other governmental unit, or any court of law:

There is no evidence of discrimination involving the applicant.

- Q. Whether the applicant or the applicant's representatives suppressed any fact or provided any inaccurate information to the commission or local body or the employees of the commission or local governing body in

regards to the license application or liquor investigations. The applicant shall be required to cooperate in providing a full disclosure to the investigation agents of the local governing body.

The applicant and applicant's representatives have not suppressed or provided inaccurate information to the local governing body.

- R. Proximity of and impact on schools, hospitals, libraries, parks, and other public institutions:

There does not appear that there will be any impact on local schools, libraries, parks, and other public institutions.

- S. Whether activities proposed to be conducted on the licensed premises or in adjacent related outdoor areas will create unreasonable noise or disturbance:

Activities will not create unreasonable noise.

- T. Compliance with state laws, liquor rules and regulations and municipal ordinances and regulations and whether or not the applicant has ever forfeited bond to appear in court to answer charges of having committed a felony or charges of having violated any law or ordinance enacted in the interest of good morals and decency or has been convicted of violating or has forfeited bond to appear in court and answer charges for violating any law or ordinance relating to alcoholic liquor:

There is no evidence to show that the applicant has forfeited bond to appear in court for violating any liquor law or ordinance relating to alcoholic liquor.

LIQUOR APPLICATION REPORTS  
ENGINEER'S REPORT

DATE: March 7, 2025

DUE DATE: April 2, 2025

Applicant NYC Tobacco, LLC dba Celtic Smoke Shop  
Address 2322 23<sup>rd</sup> Street, Columbus, NE 68601  
Legal Description PT LOT 20 & LOT 21 EXC E22'1" BLK E MAHOOD

IS (x) IS NOT ( ) WITHIN THE CORPORATE LIMITS OF THE MUNICIPALITY

**IF NOT, DO NOT PROCEED - NOTIFY THE MUNICIPAL CLERK'S OFFICE  
AND RETURN THIS FORM**

Requested License or Action: Class D  
Existing Zoning: B-2  
Existing Land Use: Commercial  
Adjacent Land Use and Zoning:

North:	B-2
South:	B-2
East:	B-2
West:	B-2

General Neighborhood/Area Land Uses: Commercial, single family residential

Designation of Adjacent Street (Local, Collector, Minor or Major Arterial, Expressway): 23<sup>rd</sup> St. / Hwy 30  
Expressway

Street Width and Profile: 66-foot Urban, 5-Lane undivided

Speed Limit: 35 mph

Average Daily Traffic Count: 25,405 ADT(2021)



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Richard J. Bogus, P.E.  
City Engineer



# Nebraska Liquor Control

301 Centennial Mall  
South - 1st Floor PO  
Box 95046 Lincoln  
NE 68508

## Application Copy

File Number: 80485

LICENSE TYPE Class D Beer, Wine, Spirits Off Sale Only	APPLICATION DATE RECEIVED 2025-02-25
SECONDARY LICENSE(S) None selected	
LICENSEE LEGAL NAME NYC Tobacco, LLC	LICENSEE TYPE Corporation
DOING BUSINESS AS Celtic Smoke Shop	CORPORATE NUMBER
INCORPORATION DATE 2023-05-02	
CORRESPONDENCE ADDRESS 2322 23rd Street Columbus, NE 68601	
MAILING ADDRESS 2322 23rd Street Columbus, NE 68601	
PHYSICAL ADDRESS 2322 23rd Street Columbus, NE 68601	
CONTACT NAME Kerry Harrahill	PREFERRED CONTACT METHOD Email
CONTACT PHONE (402) 397-1898	ALTERNATE PHONE

FAX

EMAIL

kerry@kelleyplucker.com

CORPORATE STRUCTURE

NAME	POSITION/TITLE	PARENT COMPANY	% INTEREST
Ebrahim	President		100

ADDITIONAL INFORMATION

MARITAL STATUS

Single

MANAGED BY AGENT

Yes

AGENT

Kerry Harrahill

AGENT TYPE

Individual

PREMISES TYPE

Convenience without Gas

PREMISES NAME

Celtic Smoke Shop

OPERATOR

Ebrahim Almansob

CORPORATE LIMIT DESIGNATION

Inside

LEASE OR OWN

Lease

EXPIRATION DATE

2030-02-28

PHYSICAL ADDRESS

2322 23rd Street  
Columbus, NE 68601

MAILING ADDRESS

CONTACT NAME

Kerry Harrahill

PREFERRED CONTACT METHOD

Email



CONTACT PHONE  
(402) 397-1898

ALTERNATE PHONE

FAX

EMAIL  
kerry@kelleyplucker.com

PREMISES MANAGER  
Ebrahim Almansob

PREMISES MANAGER EMAIL  
almansob737@gmail.com

QUESTIONS

### **Class D Beer, Wine, Spirits Off S**

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

Has any officer, member, owner, or manager named in this application; or their spouse, EVER been convicted of or plead guilty to any charge?

Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year (& month if known) of the conviction or plea. This question includes traffic violations other than speeding. PLEASE NOTE: NOTIFICATION IS REQUIRED TO THE LIQUOR COMMISSION IF ANY ARRESTS OR CONVICTIONS OCCUR AFTER THE SUBMISSION OF THIS APPLICATION.

No

2. What are the building dimensions: Enter length and width in feet separated by a comma (i.e. L20, W15) \*Not square feet\*  
A simple sketch of the area to be licensed will be required to be uploaded in the Documents Section.. Include the length x width, direction of NORTH and number of floors of the building. (NO BLUEPRINTS)

L50, W34'

3. Will a basement be used for alcoholic storage or sale?

No

4. How many floors of the building? (excluding basement) Please indicate which floors will be included in the liquor license.  
one
5. Is premises to be licensed within 150 feet of a church, school, hospital, home for indigent persons or for veterans, their wives, and children?  
No
6. Is premises to be licensed within 300 feet of a college campus or university?  
No
7. Are you acquiring any alcohol prior to obtaining this liquor license?  
No
8. What date do you intend to open for business?  
April 1, 2025 - if approved by this date or once approved
9. What are the anticipated hours of operation?  
9:00am - 10:00pm Daily (Sunday - Saturday)
- 10 Are you borrowing any money from any source, including family or friends, to establish and/or operate the business?  
No
- 11 Will any person or entity, other than the applicant, be entitled to a share of the profits of this business?  
No
- 12 Is anyone listed on this application a law enforcement officer?  
No
- 13 List the primary bank and/or financial institution to be utilized by the business.  
a) List the individual(s) who are authorized to write checks and/or withdrawals on accounts at this institution.  
First National Bank of Omaha

Ebrahim Almansob

14 Do you have prior experience or training in selling, serving or managing alcohol sales?

Yes

Prior experience in cashier/sales - alcohol

15 Are all individuals named in this application as a part of the ownership and/or manager over 21 years of age?

Yes

16 Do you intend to allow drive through services (curb side pick up) allowed under Neb Rev. Statute 53-178.01(2)

No

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

none

18 Has the premises location been previously licensed within the last 2 years?

Yes

19 Are you applying for a Temporary Operating Permit?

No

20 Per Nebraska Revised Statute 53-103.18 - Manager, defined: Manager means a person appointed by a corporation or limited liability company to oversee the daily operation of the business licensed in Nebraska. A manager shall meet all the requirements of the Nebraska Liquor Control Act as though he or she were the applicant, including residency.

What is the premises manager's name?

Ebrahim Almansob

21 What is the manager's address?

1015 S 42nd Street  
Omaha, NE 68105

22 What is the manager's phone number?

(347) 881-4244

23 What county is the manager registered to vote in?

The manager must be a resident of the state of Nebraska. If the manager is not registered to vote they can complete their voter registration here - <https://www.nebraska.gov/apps-sos-voter-registration/>

Douglas

24 What is the manager's email address? An email will be sent to them to obtain their personal information.

almansob737@gmail.com

25 Is the manager married?

Yes

Alyamamh El-mansoob

yamamah2712@gmail.com

#### DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Affidavit of non-participation	NYC Tobacco, LLC - Spousal Affidavit.pdf	Affidavit of Non-participation
Lease / Deed / Purchase Agreement	NYC TOBACCO, LLC - LEASE.pdf	Lease
Privacy Act Statement	Privacy Act Statement - Ebrahim Almansob.pdf	Privacy Act Statement
Business Plan	Celtic Smoke Shop - Business Plan.pdf	Business Plan
Premises Description & Diagram	Diagram - Celtic Smoke Shop.pdf	Diagram

#### APPLICANT

Kerry Harrahill

## DECLARATION

☒ I (We) the applicant(s) agree and consent

By checking the box next to "I (We) the applicant(s) agree and consent", the applicant(s) hereby consent(s) to an investigation of background and release present and future records of every kind and description including, but not limited to, police records, tax records, bank or lending institution records, and corporate records. I consent to the release of any documents supporting any declarations made in this application and agree to provide any documents supporting these declarations to the Nebraska Liquor Control Commission (NLCC) or the Nebraska State Patrol (NSP) immediately upon demand. I agree to provide any record needed in furtherance of any investigation related to this application immediately upon demand to the NLCC or the NSP. I waive any right or cause of action that I may have against the NLCC, the NSP, or any other individual or entity disclosing or releasing any investigatory or supporting records related to this application or the review of this application.

I acknowledge that false information submitted in this application is grounds for denial of a license. Any license issued based on the information submitted in this application is subject to additional conditions, cancellation, revocation, or suspension if the information contained herein is incomplete, inaccurate, or fraudulent. I acknowledge that any changes to the information contained in this application must be reported to the NLCC. I acknowledge the review of this application will involve a criminal record check of all owners, partners, managers, officers and stockholders or members owning 25% interest in the applying entity and their spouses. Any license granted by the NLCC is subject to the provisions of the Nebraska Liquor Control Act and the Rules & Regulations of the NLCC, and that failure to comply with these provisions and rules may subject the license to suspension, cancellations, or revocation. I acknowledge that a licensee must keep complete, accurate, and separate records and that a licensee's records and books are subject to inspection by the NLCC. NLCC auditors and law enforcement officers are authorized to enter and inspect the licensed premises at any time to determine whether any provision of the Act, rule or regulation, or ordinance has been or is being violated. I acknowledge that it is the licensee's responsibility to comply with the provisions of the Nebraska Liquor Control Act and the Commission's rules and regulations.

If I am an individual applicant, I will supervise in person the management and operation of the business and operate the business authorized by the license for myself and not as an agency for any other person or entity. If I am a corporate applicant, I will ensure that an approved manager will supervise in person the management and operation of the business. If I am a partnership applicant, I will ensure one partner supervises the management and operation of the business.

I will operate the licensed business in compliance with all applicable laws, rules and regulations, and ordinances and to cooperate fully with any authorized agent of the NLCC.

I declare under penalty of perjury that I have read the contents of this application and, to the best of my knowledge, believe all statements made in this application are true, correct, and complete.

**Applicant Notification and Record Challenge:** An applicant's fingerprints will be used to check the criminal history records of the FBI. The applicant may complete or challenge the accuracy of the information contained in the FBI Identification Record. The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in 28 CFR 16.34.

# SPOUSAL AFFIDAVIT OF NON-PARTICIPATION

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



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



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

Signature of **NON-PARTICIPATING SPOUSE**

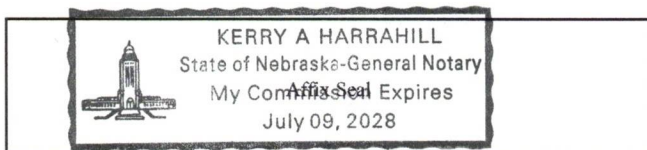
Alyama mh El-mansoub  
Print Name

State of Nebraska, County of Douglas

The foregoing instrument was acknowledged before me  
this February 24, 2025 (date)

by Alyama mh El-mansoub  
Name of person acknowledged  
(Individual signing document)

Kerry A Harrahill  
Notary Public Signature



Signature of **APPLICANT**

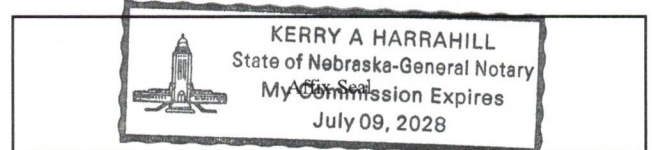
Ebrahim Almansob  
Print Name

State of Nebraska, County of Douglas

The foregoing instrument was acknowledged before me  
this February 24, 2025 (date)

by Ebrahim Almansob  
Name of person acknowledged  
(Individual signing document)

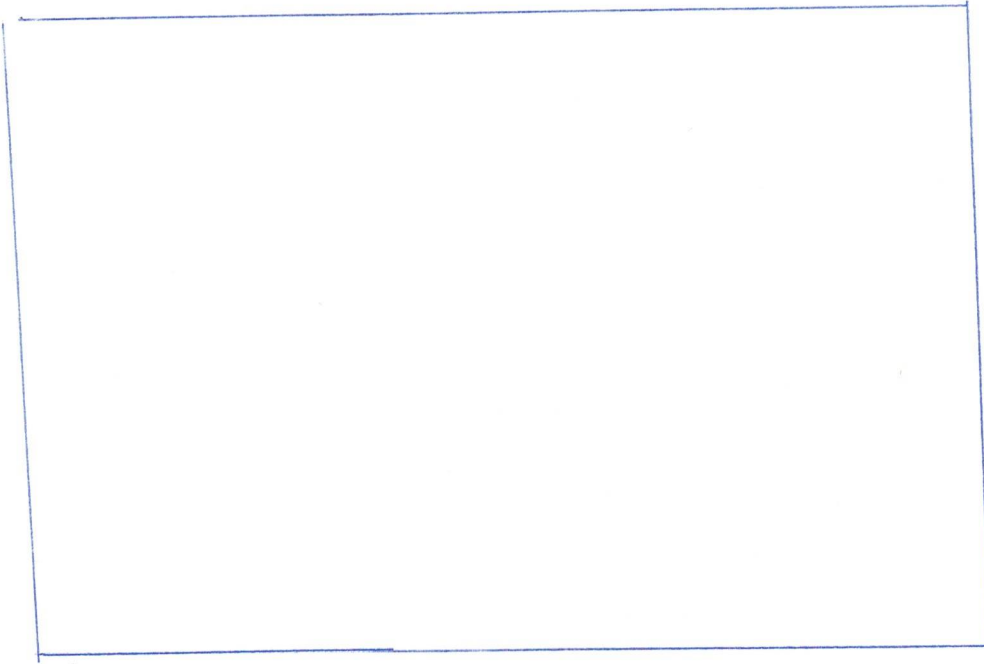
Kerry A Harrahill  
Notary Public Signature



Celtic Smoke Shop is a locally owned convenience store located at 2322 23rd street Columbus, operating daily from 9:00 AM to 10:00 PM. It will provide essential products, including snacks, beverages, and household goods, as well as alcohol. The smoke shop will be managed/operated by Ebrahim Almansob.



N ↑



34' W

50' L

# Nebraska Secretary of State

## NYC TOBACCO LLC

Tue Feb 25 11:48:04 2025

**SOS Account Number**

2305220235

**Status**

Active

**Principal Office Address**

No address on file

**Registered Agent and Office Address**

EBRAHIM MUTANA AL MANSOB

1015 S 42ND STREET

OMAHA, NE 68105

**Designated Office Address**

1015 S. 42ND STREET

OMAHA, NE 68105

**Nature of Business**

Not Available

**Entity Type**

Domestic LLC

Qualifying State: NE

**Date Filed**

May 02 2023

**Next Report Due Date**

Jan 01 2025

**Filed Documents**

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

Document	Date Filed	Price	
Certificate of Organization	May 02 2023	\$0.45 = 1 page(s) @ \$0.45 per page	<div>Purchase Now</div>
Proof of Publication	Jun 09 2023	\$0.45 = 1 page(s) @ \$0.45 per page	<div>Purchase Now</div>

**Good Standing Documents**

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

**Online Certificate of Good Standing with Electronic Validation**

Not available. The biennial report is now due and may be filed online. Once filed, return to Corporate & Business Search to obtain an Online Certificate of Good Standing.

**Certificate of Good Standing - USPS Mail Delivery****\$10.00**

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

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## COMMERCIAL LEASE

THIS LEASE is made and entered into this 24<sup>th</sup> day of January, 2025, by and between KKB, Inc., a Nebraska Corporation, hereinafter called "LESSOR", and NYC TOBACCO, LLC, a Nebraska limited liability company, hereinafter called "LESSEE".

### PREMISES LEASED

1. Lessor does hereby lease, let, and demise to Lessee those certain premises hereinafter referred to as "PREMISES" as described in EXHIBIT "A", commonly known as 2322 23rd Street, Columbus, NE 68601.

### PURPOSE

2. The leased premises are to be used for convenience store / tobacco store and for other reasonable uses as required by Lessee's business.

Lessee agrees that it will not use the premises for or carry on or permit upon said premises any offensive, noisy or dangerous trade, business or occupation, or any nuisance, or anything against public policy, or anything in violation of any of the laws, ordinances, regulations or rules of any public authority at any time applicable thereto.

### TERM

3. The term of this Lease shall be for five (5) years commencing April 1, 2025 and ending February 28, 2030, unless sooner terminated as herein provided.

In the event the commencement date of the term of the Lease is other than provided above, then Lessor and Lessee shall execute a written acknowledgment of the date of commencement and shall attach it to the Lease as EXHIBIT "B".

If Lessee holds possession hereunder after the expiration of the term of this Lease with the consent of Lessor, Lessee shall become a Lessee from year to year at the rentals designated by the Lessor and upon all the terms and conditions herein specified.

Lessee shall have the right to renew this Commercial Lease for one (1) additional five (5) year term at the rental amount provided in paragraph 4 hereof. Lessee shall give Lessor notice of the exercise of such option at least 60 days before the expiration of the term. Lessee shall be given possession on February 1, 2025 in order to prepare the premises to be used as a convenience store / tobacco store.

### RENT

4. Lessee shall pay to Lessor as rental for the premises, Three Thousand Three Hundred no/100 Dollars (\$3,300.00) on or before the fifth day of April, 2025 and on the fifth day of each month during the first year of this Lease. There shall be no rental charge for the months February and March 2025. Lessor acknowledges receipt of the sum of \$6,600.00 from Lessee prior to execution of this Commercial Lease. Three Thousand Three Hundred and no/100 Dollars (\$3,300.00) of said sum shall be applied to rent for the month of April, 2025 and the balance in the sum of Three Thousand Three Hundred and no/100 Dollars (\$3,300.00) shall be held by Lessor as a security deposit. Rent shall be paid without deduction, offset, prior notice or demand. If the commencement date is not the first day of a month, a prorated monthly installment shall be paid at the then current rate for the fractional month during which the Lease commences and/or

terminates. If payment is not made when due, a late charge equal to ten (10%) percent of the monthly payment will accrue after five (5) days' grace.

The rent shall be adjusted annually during the term of the Lease including any extension term (if any), by a percentage equal to the percentage increase for the previous twelve (12) month period, using the index month that is three (3) full months prior to the anniversary month, in the Consumer Price Index for All Urban Consumers, U.S. City Average, all items, as published by the United States Department of Labor, Bureau of Labor Statistics (the CPI). In no event will the rent adjust downward as a result of a change in the CPI.

#### IMPROVEMENTS

5. Any improvements which are necessary to meet the occupancy requirements of Lessee, and the installation of which has been approved by Lessor (which approval shall not be unreasonably withheld) shall be furnished and installed at the expense of Lessee but such additional improvements shall be installed through a contractor selected or approved by Lessor and in accordance with plans and specifications approved in writing by Lessor. (The approval of the contractor and plans shall not be unreasonably withheld by Lessor.)

At the termination of this Lease, Lessor, at its sole option, may require Lessee to remove any installed fixtures and partitions and to place the premises in the same condition as existed upon the commencement of this Lease, or may require said fixtures or partitions to remain as part of the premises.

#### LESSOR NOT LIABLE FOR DAMAGES

6. Lessor shall not be liable to Lessee or to any other person or persons whomever for any damages to the premises or for or on account of any loss, damage or injury to any person or property therein, caused by said premises being out of repair, by defects in said building and/or premises and/or equipment therein contained, or by the failure to keep each and all of the same in good order and repair, or by theft, fire, water, gas, electricity or other cause, or occasioned by bursting, leakage or overflow of any plumbing, or any waste, or water, gas, steam, or other pipes, tanks, drains, washstands or other similar cause, in, above, upon or about the premises, nor shall Lessor be liable for any loss, damage or injury to person or property occurring upon the premises or in any means of entrance or exit therefrom, from whatever cause originating, specifically including acts of omission or neglect of Lessee or of Lessee's agents, nor shall Lessor be liable for any loss, damage or injury arising from acts or neglects of co-lessees or other occupants of the building, or of any owners or occupants of adjacent or contiguous property, or from loss of light occasioned by alteration or construction of adjacent structures or otherwise. Any and all claims for any damage referred to in this paragraph are hereby waived by Lessee. Without limiting the generality of the foregoing, Lessee hereby waives any rights it may have against Lessor on account of any loss or damage occasioned to Lessee, its property or the premises, arising in a manner generally covered by fire and extended coverage insurance, and Lessee further agrees to have the insurance companies insuring Lessee against such loss, including loss to goods, wages and merchandise of Lessee, or covering any use and occupancy of Lessee, waive any right of subrogation they may have against Lessor.

#### INDEMNITY

7. Lessee, as a material part of the consideration for this Lease, does hereby assume all risk of injury or damages caused by Lessee, Lessee's employees or invitees, or by any person or persons who may be in or upon the premises with the consent of Lessee, or from every other source whatsoever, to persons or property, including all property of Lessee and Lessor in said premises. Lessee hereby indemnifies and agrees to hold Lessor harmless on account of any

damages or injury to persons, to the premises or to the building, howsoever occurring. Lessee further agrees that if Lessor is involuntarily made a party defendant to any litigation concerning this Lease or the premises or the building of which the premises are a part, by reason of any act or omission of the Lessee, then Lessee shall hold Lessor harmless from all liability by reason thereof. Lessee agrees that its covenants to hold Lessor harmless shall include Lessee's obligation to pay Lessor's reasonable attorneys fees and court costs, if any, incurred by Lessor in connection with any of said matters. Lessee's undertaking hereunder shall in no way be limited by the provisions of paragraph 9.

### INSURANCE

8. Lessee covenants and agrees that it will reimburse Lessor, during the entire term hereof, for the following types of insurance in the amounts specified in the form hereinafter provided for:

a. Public Liability and Property Damage: Bodily injury and death public liability insurance with limits of not less than \$1,000,000.00 per person and \$2,500,000.00 per occurrence, insuring against any and all liability of Lessor and/or Lessee with respect to said premises or arising out of the maintenance, use or occupancy thereof. Property damage liability insurance with a limit of not less than \$500,000.00 per occurrence. Such bodily injury insurance and such property damage liability insurance shall specifically insure the performance by Lessee of the indemnity agreement as to liability for injury to or death of person and injury or damage to property as contained in paragraph 7 hereof.

b. Fire and Extended Coverage: Insurance on all improvements installed by Lessee against loss or damage by fire, with extended coverage endorsement, in an amount of at least ninety (90%) percent of actual replacement cost.

c. Policy Form: All policies of insurance provided for herein shall be issued by good, responsible and standard companies acceptable to Lessor, qualified to do and doing business in this State, and shall be issued in the name of Lessee and Lessor for their mutual and joint benefit and protection.

All public liability, property damage and other casualty policies shall be written as primary policies and shall not be contributing with any coverage which Lessor may carry.

### TAXES

9. Lessee will pay all taxes and assessments levied or assessed against the demised premises during the term hereof, including, but not limited to real estate tax, governmental agencies ad valorem taxes and any special assessments with respect to the demised premises and the improvements thereon during the term of this Lease or any extension thereof. It is further understood and agreed that all ad valorem taxes assessed during the first and last years of the term of this Lease shall be prorated and that Lessee shall only be liable for such portions of such taxes assessed for said first and last years as its months of occupancy during any of said years shall bear to the total of twelve (12) months. In the event of the imposition of any special assessment or assessments which may be paid in annual installments, at Lessee's option exercisable by written notice to Lessor, Lessor shall advise the appropriate governmental agency of its intention to elect payment in annual installments and Lessee shall be liable for only such annual installments as shall be due and payable during the term of this Lease, or, if the option to extend shall be exercised, the extended term hereof. Should Lessee fail to pay any tax or special assessment when due and payable, Lessor may, if Lessor so desires, pay the same and the amount together with any penalties which Lessor may have paid, shall immediately become due and payable to Lessor as additional rent. Lessee shall have the right in its name or in Lessor's name,

whichever shall be appropriate, but at its own cost and expense, to file and prosecute applications for reduction of assessed valuation and to institute legal proceedings for the reduction thereof. In no event shall Lessee be liable for payment of any income, estate or inheritance taxes imposed upon the Lessor or the estate of the Lessor with respect to the demised premises. However, Lessee shall not pay any income tax levied upon or assessed against the Lessor.

#### UTILITIES

10. Also, the Lessee shall be liable for and shall pay, throughout the term of this Lease, all charges for all utility services furnished to the premises, including but not limited to electricity, gas, water and garbage disposal. The Lessee shall make application directly to Loup River Public Power District for its own electric service and, if the Lessee is required to have its own electric meter and meter loops, then it shall apply to said utility district for said meter and to any qualified electric contractor for a meter base and meter loop, all at the expense of the Lessee. In the event a water meter is necessary, it also shall be paid for and installed at the expense of the Lessee. Any Lessee not having a water meter and having a water type air conditioner on the premises shall equip and maintain said air conditioner with a fully operating return pump at all times.

#### TRUE NET LEASE

11. The parties hereto acknowledge and agree that this is a true net lease and that Lessee shall pay at his expense all costs of maintenance, including but not limited to all taxes, insurance, utilities, maintenance expenses, snow removal, weed control and weed spray in parking lot, etc.

#### ALTERATIONS

12. Lessee has No Right to Make Alterations: Lessee agrees to not make any major additions, alterations, changes or improvements on the premises or any part thereof, without the consent of Lessor first obtained in writing, except alterations, changes, additions and improvements, if any, which Lessee is required to make by the provisions of this Lease. Lessor's written approval for all such work, including that required by this Lease, shall also be required. Lessee agrees to give Lessor written notice of commencement date of any alterations, improvements, or repairs to be made in, to or upon the premises, whether interior or exterior, not later than ten (10) days prior to the commencement of any such work, in order to give Lessor time to post notices of non-responsibility. Lessee shall keep the premises free of any liens or encumbrances, and if required by Lessor, shall deliver to Lessor satisfactory lien and completion bonds to cover any such work. All alterations, improvements and changes that may be required or permitted hereunder shall be and become the property of Lessor, as previously provided in paragraph 6 above of this Lease. Lessor shall have a lien on any of Lessee's movable furniture and equipment not previously assigned to Lessor, to secure the performance of Lessee's covenants in this Lease, but such lien shall not deprive Lessor of any creditor's rights given by law in the absence of security or other remedies in this Lease.

Lessor's Right to Make Alterations: Lessor may at any time remodel, make alterations, additions, improvements and/or repairs to the building and/or the premises without abatement for rental, and may for such purposes, erect scaffolding and all other necessary structures, and Lessee shall not claim or be allowed to be paid any damages for any injury or inconvenience occasioned thereby. Entry by Lessor after Lessee has vacated the premises, for the purpose of making repairs or decorating, shall not constitute a termination of this Lease unless Lessor so elects in writing.

### LESSOR'S RIGHT OF ENTRY

13. Lessor and Lessor's agents and employees shall have the right at all reasonable times to enter the premises to carry out and perform Lessor's obligations hereunder, for the purpose of showing the premises to prospective tenants and purchasers, and for such other purposes as may be reasonably necessary in connection with the operation of said building; also for the purpose of examining said premises and affecting alterations, additions, improvements and/or to remodel, all without limiting the generality of the foregoing, also as provided in paragraph 12 above and in paragraph 16 below.

### MECHANIC'S LIENS

14. Lessee agrees that it will pay or cause to be paid all costs for work done by it or caused to be done by it in the premises of a character which will or may result in liens on Lessor's reversionary estate therein, and Lessee will keep the premises free and clear of all mechanic's liens and other liens on account of work done for Lessee or persons claiming under it. Lessee agrees to and shall indemnify and save Lessor free and harmless against liability, loss, damage costs or expenses, including attorneys fees, on account of liens and/or claims of liens of laborers or material men or others for work performed or materials or supplies furnished for Lessee or persons claiming under it.

If Lessee shall desire to contest any claim of lien, it shall furnish Lessor adequate security of the value or in the amount of claim, plus estimated costs and interest, or a bond of a responsible corporate surety in such amount conditioned on the discharge of the lien. If a final judgment establishing the validity or existence of a lien for any amount is entered, Lessee shall pay and satisfy the same at once.

If Lessee shall be in default in payment of any charge for which a mechanic's lien claim and suit to foreclose the lien shall have been filed, and Lessee shall not have given Lessor security to protect the property and Lessor against such claim of lien, Lessor may (but shall not be so required) pay the said claim and any costs, and the amount so paid, together with reasonable attorneys fees incurred in connection therewith, shall be immediately due and owing from Lessee to Lessor as additional rent, and Lessee shall and agrees to pay the same with interest at the highest rate allowable by law from the date of Lessor's payment.

Should any claims of lien be filed against the premises, or any action affecting the title to such property be commenced, the party receiving notice of such lien or action shall forthwith give the other party written notice thereof.

Lessor or its representatives shall have the right to go upon and inspect the premises at all times and shall have the right to post and keep posted therein notices which Lessor may deem to be proper for the protection of Lessor's interest in the premises.

### ASSIGNING, MORTGAGING, SUBLETTING

15. Lessee shall not transfer, assign, sublet, or hypothecate this Lease or Lessee's interest in and to the premises without first procuring the written consent of Lessor, which consent shall not be unreasonably withheld, and any attempted transfer, assignment, subletting or hypothecation without such written consent shall be void and confer no rights upon any third person. The consent to one or more assignments or sub-leases shall not be deemed a consent to any further assignment or sub-leases.



## REPAIRS AND MAINTENANCE

16. Lessee's Obligations: Lessee agrees at all times during the term hereof, and at its own cost and expense, to keep the premises in good order, condition and repair, and in a clean, sanitary and safe condition in accordance with the laws of this State, and in accordance with all directions, rules and regulations of health officials, fire marshals, police officials, building inspectors or other proper officers of governmental agencies having or claiming jurisdiction thereof, and to repair and maintain in the premises and every part thereof and including without limitations, all fixtures and other equipment therein, all window sash, casement or frames, doors and door frames, and glass and plate glass, and also to repair and maintain any appurtenances to said premises, and all such items of repair, maintenance (including janitorial and trash removal), and improvements or reconstruction as may at any time or from time to time be required by any governmental agency having or claiming jurisdiction thereof, excepting only that Lessee shall not be required to repair, restore or reconstruct that portion of the building originally constructed by Lessor, if the same is damaged by reason of fire, windstorm, hail, damage from explosion not covered by the insurance covered by paragraph 8 hereof, aircraft, smoke, or other risks covered by standard coverage insurance. Lessee waives all rights to make repairs at Lessor's expense. If Lessee does not make repairs promptly and adequately, or if Lessee does not furnish and provide adequate janitorial service and trash removal, as herein elsewhere required, Lessor may (but need not) make such repairs and/or furnish such services, and if such repairs are made or services furnished by Lessor, Lessee shall promptly pay as additional rental hereunder the reasonable cost thereof with interest thereon at the highest rate allowable by law.

It is understood and agreed that Lessor shall be under no obligation to make any repairs, alterations or improvements to and upon the premises at any time. Lessor shall have no liability of any kind or nature for failure to make repairs.

## DAMAGE AND CONSTRUCTION

17. In the event the premises or the building of which the premises are a part are damaged by fire or other perils covered by extended coverage insurance, Lessor agrees to forthwith repair the same; and this Lease shall remain in full force and effect, except that Lessee shall be entitled to a proportionate reduction of rent while such repairs are being made, such proportionate reduction to be based upon the extent to which the making of such repairs shall interfere with the business carried on by Lessee in the premises.

In the event the premises or the building of which the premises are a part are damaged as a result of any cause other than the perils covered by fire and extended coverage insurance, then Lessor shall forthwith repair the same, provided the extent of the destruction be less than twenty-five (25%) percent of the then full replacement value of the premises or the building of which the premises are a part. In the event the destruction of the premises or of the building is to an extent greater than twenty-five (25%) percent of the then full replacement value, then Lessor shall have the option either: (a) to repair or restore such damage, this Lease continuing in full force and effect, but the rent to be proportionately reduced as hereinabove in this paragraph provided; or (b) give notice to Lessee at any time within thirty (30) days after such damage, terminating this Lease as of the date specified in such notice, which date shall be no less than thirty (30) nor more than sixty (60) days after the giving of such notice. In the event of giving of such notice, this Lease shall expire and all interest to the Lessee in the premises shall terminate on the date so specified in such notice and the rent, reduced by any proportionate reduction, based upon the extent, if any, to which such damage interfered with the business carried on by Lessee in the premises, shall be paid up to date of such termination.

Lessor shall not be required to repair any injury or damage by fire or other cause, or to make any repairs or replacements of any panels, decoration, office fixtures, railing, ceiling, floor covering, partitions, or any other property installed in the premises by Lessee.

#### EMINENT DOMAIN

18. If all or any part of the premises shall be taken or appropriated by any public or quasi-public authority under the power of eminent domain, either party hereto shall have the right, at its option, to terminate this Lease, and Lessor shall be entitled to any and all income, rent, award, or any interest therein whatsoever which may be paid or made in connection with such public or quasi-public use or purpose, and Lessee shall have no claim against Lessor for the value of any unexpired term of this Lease. If a part of the premises shall be so taken or appropriated and neither party hereto shall elect to terminate this Lease, the rental thereafter to be paid shall be equitably reduced. Before Lessee may terminate this Lease by reason of taking or appropriation as above provided, such taking or appropriation shall be of such an extent and nature as to substantially handicap, impede or impair Lessee's use of the premises. If any part of the building other than the premises shall be so taken or appropriated, Lessor shall have the right, at its option, to terminate this Lease and shall be entitled to the entire award, as above provided.

#### DEFAULT; REMEDIES

19. Default: The occurrence of any of the following shall constitute a material default and breach of this Lease by Lessee.

a. Any failure by Lessee to pay the rent or any other monetary sums required to be paid hereunder, where such failure continues for five (5) days after written notice by Lessor to Lessee.

b. The abandonment or vacation of the premises by Lessee.

c. A failure by Lessee to observe and perform any other provision of this Lease to be observed or performed by Lessee, where such failure continues for twenty (20) days after written notice thereof by Lessor to Lessee; provided, however, that if the nature of the default is such that the same cannot reasonably be cured within said twenty (20) day period, Lessee shall not be deemed to be in default if Lessee shall, within such period, commence such cure and thereafter diligently prosecute the same to completion.

d. The making by Lessee of any general assignment or general arrangement for the benefit of creditors; the filing by or against Lessee of the petition to have Lessee adjudged a bankrupt or of a petition for reorganization or arrangement under any law relating to bankruptcy, unless in the case of a petition filed against Lessee, the same is dismissed within sixty (60) days; the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within thirty (30) days; or the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the premises or of Lessee's interest in this Lease, where such seizure is not discharged within thirty (30) days.

Remedies: In the event of any such material default or breach by Lessee, Lessor may, at its election, at any time thereafter, with or without notice or demand and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such default or breach:

a. Terminate Lessee's right to possession of the leased premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession of the leased premises to Lessor. In such event Lessor shall be entitled to recover from Lessee all

damages incurred by Lessor by reason of Lessee's default, including, but not limited to, the cost of recovering possession of the leased premises; expenses of reletting, including necessary renovation and alteration of the leased premises, reasonable attorneys fees, and any real estate commission actually paid (affiliates of Lessor shall not be precluded, by reason of such affiliation, from earning and receiving such a commission). Unpaid installments of rent or other sums shall be subject to a late charge of ten (10%) percent of the due and unpaid amount and, in addition, shall bear interest from the date due at the rate of the lower of (1) twelve (12%) percent per annum, or (2) the highest rate permitted by the law of the jurisdiction wherein the leased premises are situated. Whether or not Lessee shall have abandoned the leased premises, Lessor shall have the option of (1) retaking possession of the leased premises and recovering from Lessee the amount specified in this sub-paragraph, or (2) proceeding as hereinafter provided.

b. Maintain Lessee's right to possession, in which case this Lease shall continue in effect whether or not Lessee shall have abandoned the leased premises. In such event, Lessor shall be entitled to enforce all of Lessor's rights and remedies under this Lease, including the right to recover the rent as it becomes due hereunder.

c. Enter upon the premises or any part thereof, either with or without process of law, and to expel, remove or put out Lessee or any other person or persons who may be thereon, together with all personal property found therein; any Lessor may, from time to time, without terminating this Lease, relet said premises or any part thereof, either in the name of Lessee or in Lessor's own name, for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rental or rentals and upon such other terms and conditions as Lessor in its sole discretion may deem advisable, with the right to repair, renovate, remodel, redecorate, alter and change said premises; and at the option of Lessor, rents received by Lessor from such re-letting shall be applied first to the payment of any indebtedness other than rent due hereunder from Lessee to Lessor; second, to the payment of any costs and expenses of such re-letting, including, but not limited to, attorneys fees, advertising fees and brokerage fees (affiliates of Lessor shall not be precluded, by reason of such affiliation, from earning and receiving such a commission), and to the payment of any repairs, renovations, remodeling, redecorations, alterations, and changes in the premises; third, to the payment of rent due and payable hereunder; and, if after so applying said rentals there is any deficiency to Lessor, such deficiency shall be calculated and collected by Lessor monthly. In no event shall Lessee be entitled to any excess rental over and above said obligation of Lessee. No such re-entry, taking possession or re-letting of the premises shall be construed as an election of Lessor's part to terminate this Lease, or as an acceptance of a surrender of the premises, unless a written notice of such intention be given to Lessee. Notwithstanding any such re-letting without termination, Lessor may, at any time thereafter, elect to terminate this Lease for such previous breach and default. Should Lessor, at any time, terminate this Lease by reason of any default, in addition to any other remedy it may have, it may recover from Lessee the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Lease for the balance of the term hereof over the then reasonable rental value of the premises for the said period. All of the remedies herein provided shall be cumulative to all other rights or remedies herein given to Lessor or given to Lessor by law, including, but not limited to, Lessor's right to recover from Lessee the worth at the time of any court award of the amount by which the unpaid rent for the balance of the term after the time of such award exceeds the amount of such rental loss for the same period that Lessee proves could be reasonably avoided.

d. Offset any amounts due to Lessor from Lessee against any sum due to Lessee from Lessor.

e. Pursue any other remedy now or hereafter available to Lessor under the laws or judicial decisions of the State of Nebraska.

Nothing herein contained shall be construed as obligating the Lessor to relet the whole or any part of the leased premises.

In the event of a default as provided in this Article, Lessor shall have the right, but not the obligation, to remove from said premises all personal property located therein and may place the same in storage for the account of and at the expense and risk of Lessee, and Lessee hereby irrevocably appoints Lessor the agent and attorney in fact of Lessee for such purpose and agrees to pay on demand to Lessor, as additional rent, any costs incurred by Lessor in removing, placing and maintaining the same in storage.

#### ESTOPPEL AFFIDAVIT

20. Lessee shall at any time upon not less than thirty (30) days prior written notice from Lessor execute, acknowledge and deliver to Lessor a statement in writing (a) certifying that this Lease is unmodified and in full force and effect, or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect, and the date to which the rent and other charges are paid in advance, if any, and (b) acknowledging that there are not, to Lessee's knowledge, any uncured defaults on the part of Lessor hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrance of the premises.

Lessee's failure to deliver such statement within such time shall be conclusive upon Lessee, (a) that this Lease is in full force and effect, without modification except as may be represented by Lessor, (b) that there are no uncured defaults in Lessor's performance, and (c) that not more than one month's rent has been paid in advance.

If Lessor desires to finance or refinance the building, Lessee hereby agrees to deliver to any lender designated by Lessor such financial statements of Lessee as may be reasonably required by such lender. Such statements shall include the past three years' financial statements of Lessee. All such financial statements shall be received by Lessor in confidence and shall be used only for the purposes herein set forth.

#### NON-LIABILITY OF LESSOR AFTER TRANSFER

21. In the event of any transfer or assignments of Lessor's interest herein, Lessor herein named (and in case of any subsequent transfers or conveyances the then grantor) shall be automatically freed and relieved from and after the date of such transfer or conveyances of all personal liability as respects the performance of any covenants or obligations on the part of Lessor contained in this Lease thereafter to be performed, provided that any funds in the hands of such Lessor, or the then grantor at the time of such transfer, in which Lessee has an interest, shall be turned over to the grantee, and any amount then due and payable to Lessee by Lessor or the then grantor under any provisions of this Lease, shall be paid to Lessee, it being intended hereby that the covenants and obligations contained in this Lease on the part of Lessor shall, subject as aforesaid, be binding on Lessor, its successors and assigns, only during and in respect to their respective successive periods as Lessor of said premises.

#### CAPTIONS; ATTACHMENTS; DEFINED TERM

22. The captions of the paragraphs of this Lease are for convenience only and shall not be deemed to be relevant in resolving any questions of interpretation or construction of any section of this Lease.

Exhibits attached hereto, and addendums and schedules initially by the parties are deemed by attachment to constitute part of this Lease and are incorporated herein.

The words "Lessor" and "Lessee", as used herein, shall include the plural as well as the singular. Words used in neuter gender include the masculine and feminine and words in the masculine or feminine gender include the neuter. If there be more than one Lessor or Lessee, the obligations hereunder imposed upon Lessor or Lessee shall be joint and several.

The obligations contained in this Lease to be performed by Lessor shall be binding on Lessor's successors and assigns only during their respective periods of ownership.

#### ENTIRE AGREEMENT

23. This instrument, along with any exhibits and attachments hereto, constitutes the entire agreement between Lessor and Lessee relative to the premises and this agreement and the exhibits and attachments may be altered, amended or revoked only by an instrument in writing signed by both Lessor and Lessee. Lessor and Lessee agree hereby that all prior or contemporaneous oral agreements between and among themselves and their agents or representatives relative to the leasing of the premises are merged in or revoked by this agreement.

#### SEVERABILITY

24. If any term or provision of this Lease shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforceable to the fullest extent permitted by law.

#### TIME; JOINT AND SEVERAL LIABILITY

25. Time is of the essence of this Lease and each and every provision hereof, except as to the conditions relating to the delivery of possession of the premises to Lessee. All of the terms, covenants and conditions contained in this Lease to be performed by either party, if such party shall consist of more than one person or organization, shall be deemed to be joint and several, and all rights and remedies of the parties shall be cumulative and nonexclusive of any other remedy at law or in equity.

#### BINDING EFFECT: CHOICE OF LAW

26. The parties hereto agree that all provisions hereof are to be construed as both covenants and conditions as though the words importing such covenants and conditions were used in each separate paragraph hereof. Subject to any provisions hereof restricting assignment or subletting by Lessee and subject to Section 21, all of the provisions hereof shall bind and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. This Lease shall be governed by the laws of the State of Nebraska.

#### WAIVER

27. No covenant, term or condition or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver or the breach of any covenant, term or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Acceptance by Lessor of any performance by Lessee after the time the same shall have become due shall not constitute a waiver of Lessor of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by Lessor in writing.

## SURRENDER OF PREMISES

28. The voluntary or other surrender of this Lease by Lessee, or a mutual cancellation thereof, shall not work a merger, and shall, at the option of the Lessor, terminate all or any existing subleases or subtenancies, or may, at the option of Lessor, operate as an assignment to it of any or all such subleases or subtenancies.

## NOTICES

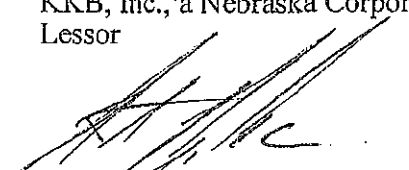
29. Whenever notices, demands, permissions, consents, approvals or other communications permitted or required by either party to this Lease to or on the other, such notice or demand shall be given or served, and shall not be deemed to have been duly given or served unless in writing and delivered personally or mailed. If mailed, they shall be sent by certified or registered mail, postage prepaid, if by Lessee, addressed to the Lessor at KKB Inc., 107 Cottonwood Drive, Columbus, NE 68601, or to such other person or place as the Lessor may from time to time designate in a notice to the Lessee, or if by Lessor, addressed to the Lessee at NYC Tobacco, LLC, a Nebraska limited liability company, 2040 Agate Street, Marion, IA 52302. Notices sent by mail shall be deemed to have been given when properly mailed, and the postmark affixed shall be conclusive evidence of the date of mailing.

## FIRST RIGHT OF REFUSAL


30. In the event Lessor shall receive a bona fide offer to purchase the real estate described above, and the offer is satisfactory to Lessor, Lessor shall first give Lessee the privilege of purchasing the above real estate at the price and on the terms of the offer so made. The privilege shall be given by notice sent to Lessee by certified mail, requiring Lessee to accept the offer in writing and to sign a suitable purchase agreement within fifteen (15) days after mailing the notice. The failure of Lessee to accept the offer to purchase or to sign a purchase agreement within the period provided shall nullify and void the privilege of Lessee and Lessor shall be at liberty to sell the above real estate to any other person or entity for the price and terms offered. Should Lessee fail to exercise his First Right of Refusal, he agrees to provide to Lessor a release of the First Right of Refusal within fifteen (15) days of it being provided to him by Lessor. In the event Lessee exercises this option, Lessee shall receive a credit toward the purchase price equal to the amount of the previous twelve (12) months of rent paid hereunder.

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

KKB, Inc., a Nebraska Corporation,  
Lessor

  
Rick Kubler, President

NYC TOBACCO, LLC, a Nebraska  
limited liability company, Lessee

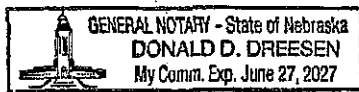
  
Ebrahim Almansob, Manager

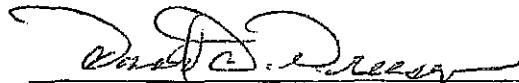
STATE OF NEBRASKA )  
COUNTY OF PLATTE ) : ss.

CORPORATE ACKNOWLEDGMENT

On this 24 day of January, 2025 before me, a duly qualified and commissioned Notary Public in and for said county, personally appeared Ebrahim Almansob, to me personally known to be the manager of NYC TOBACCO, LLC, a Nebraska limited liability company, that executed the within and foregoing instrument, and acknowledged the same instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed thereto is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first above written.



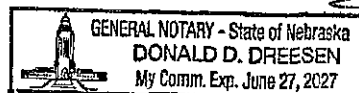
  
Notary Public

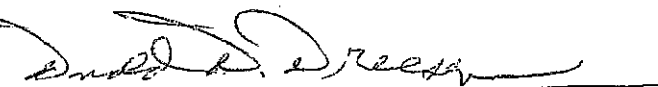
STATE OF NEBRASKA )  
COUNTY OF PLATTE ) : ss.

CORPORATE ACKNOWLEDGMENT

On this 24 day of January, 2025 before me, a duly qualified and commissioned Notary Public in and for said county, personally appeared Rick Kubler to me personally known to be the president of KKB Inc., a Nebraska corporation, that executed the within and foregoing instrument, and acknowledged the same instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed thereto is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first above written.

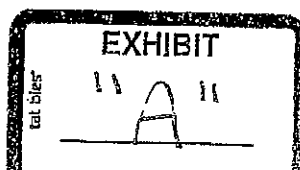


  
Notary Public

A tract of land located in Lots 20 and 21, Block "E", Mahood Addition to the City of Columbus, Platte County, Nebraska, more particularly described as beginning at the Southwest Corner of said Lot 21; thence North along the west line of said Lots 20 & 21, a distance of 103 feet; thence East and parallel to the North line of said Lot 21, a distance of 55 feet; thence South and parallel to the west line of said Lot 20, a distance of 15 feet; thence East along the North line of said Lot 21, a distance of 53.67 feet; thence South and parallel to the East line of said Lot 21, a distance of 88 feet; thence West along the South line of said Lot 21, a distance of 109.07 feet to the point of beginning, Except

A tract of land located in Lot 21, Block E, Mahood addition to the City of Columbus, Platte County, Nebraska, described as follows:

Beginning at the southwest corner of said Lot 21; thence northerly a distance of 4.50 feet along the west line of said Lot 21; thence easterly deflecting 090 degrees, 43 minutes, 56 seconds right, a distance of 6.26 feet; thence southerly deflecting 090 degrees, 00 minutes, 00 seconds right, a distance of 1.14 feet; thence easterly deflecting 090 degrees, 00 minutes, 00 seconds left, a distance of 102.90 feet to a point on the east line of the property owned by the grantor(s); thence southerly deflecting 089 degrees, 16 minutes, 04 seconds right; a distance of 3.38 feet along said line to a point on the south line of said lot 21 to a point on the northerly existing Highway 30 right of way line; thence westerly deflecting 090 degrees, 44 minutes, 34 seconds right a distance of 109.14 feet along said right of way line to the southwest corner of said Lot 21 to the point of beginning containing 375.29 square feet, more or less.









# Nebraska Liquor Control

301 Centennial Mall  
South - 1st Floor PO  
Box 95046 Lincoln  
NE 68508

## Additional Information Requested

File Number: 80485

LICENSE TYPE	ADDITIONAL INFORMATION DATE RECEIVED
Class D Beer, Wine, Spirits Off Sale Only	2025-02-28
SECONDARY LICENSE(S)	
None selected	
LICENSEE LEGAL NAME	LICENSEE TYPE
NYC Tobacco, LLC	Corporation
DOING BUSINESS AS	CORPORATE NUMBER
Celtic Smoke Shop	
INCORPORATION DATE	
2023-05-02	
CORRESPONDENCE ADDRESS	
2322 23rd Street Columbus, NE 68601	
MAILING ADDRESS	
2322 23rd Street Columbus, NE 68601	
PHYSICAL ADDRESS	
2322 23rd Street Columbus, NE 68601	
CONTACT NAME	PREFERRED CONTACT METHOD
Kerry Harrahill	Email

CONTACT PHONE  
(402) 397-1898

ALTERNATE PHONE

FAX

EMAIL

kerry@kelleyplucker.com

#### CORPORATE STRUCTURE

NAME	POSITION/TITLE	PARENT COMPANY	% INTEREST
Ebrahim	President		100

#### ADDITIONAL INFORMATION

##### ADDITIONAL INFORMATION REQUESTED

Your lease can not be month to month after the initial term. It can be a year to year lease after the initial term but it can not be month to month. Please correct and submit the corrected and signed lease using this one time link. Contact me if you have any questions. Hannah Teinert 402.471.2735 hannah.teinert@nebraska.gov

##### ADDITIONAL INFORMATION PROVIDED

#### DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Lease / Deed / Purchase Agreement	NYC TOBACCO, LLC - LEASE.pdf	Lease

#### APPLICANT

Kerry Harrahill

## COMMERCIAL LEASE

THIS LEASE is made and entered into this 29 day of January, 2025, by and between KKB, Inc., a Nebraska Corporation, hereinafter called "LESSOR", and NYC TOBACCO, LLC, a Nebraska limited liability company, hereinafter called "LESSEE".

### PREMISES LEASED

1. Lessor does hereby lease, let, and demise to Lessee those certain premises hereinafter referred to as "PREMISES" as described in EXHIBIT "A", commonly known as 2322 23rd Street, Columbus, NE 68601.

### PURPOSE

2. The leased premises are to be used for convenience store / tobacco store and for other reasonable uses as required by Lessee's business.

Lessee agrees that it will not use the premises for or carry on or permit upon said premises any offensive, noisy or dangerous trade, business or occupation, or any nuisance, or anything against public policy, or anything in violation of any of the laws, ordinances, regulations or rules of any public authority at any time applicable thereto.

### TERM

3. The term of this Lease shall be for five (5) years commencing April 1, 2025 and ending February 28, 2030, unless sooner terminated as herein provided.

In the event the commencement date of the term of the Lease is other than provided above, then Lessor and Lessee shall execute a written acknowledgment of the date of commencement and shall attach it to the Lease as EXHIBIT "B".

If Lessee holds possession hereunder after the expiration of the term of this Lease with the consent of Lessor, Lessee shall become a Lessee from month to month at the rentals designated by the Lessor and upon all the terms and conditions herein specified.

Lessee shall have the right to renew this Commercial Lease for one (1) additional five (5) year term at the rental amount provided in paragraph 4 hereof. Lessee shall give Lessor notice of the exercise of such option at least 60 days before the expiration of the term. Lessee shall be given possession on February 1, 2025 in order to prepare the premises to be used as a convenience store / tobacco store.

### RENT

4. Lessee shall pay to Lessor as rental for the premises, Three Thousand Three Hundred no/100 Dollars (\$3,300.00) on or before the fifth day of April, 2025 and on the fifth day of each month during the first year of this Lease. There shall be no rental charge for the months February and March 2025. Lessor acknowledges receipt of the sum of \$6,600.00 from Lessee prior to execution of this Commercial Lease. Three Thousand Three Hundred and no/100 Dollars (\$3,300.00) of said sum shall be applied to rent for the month of April, 2025 and the balance in the sum of Three Thousand Three Hundred and no/100 Dollars (\$3,300.00) shall be held by Lessor as a security deposit. Rent shall be paid without deduction, offset, prior notice or demand. If the commencement date is not the first day of a month, a prorated monthly installment shall be paid at the then current rate for the fractional month during which the Lease commences and/or

terminates. If payment is not made when due, a late charge equal to ten (10%) percent of the monthly payment will accrue after five (5) days' grace.

The rent shall be adjusted annually during the term of the Lease including any extension term (if any), by a percentage equal to the percentage increase for the previous twelve (12) month period, using the index month that is three (3) full months prior to the anniversary month, in the Consumer Price Index for All Urban Consumers, U.S. City Average, all items, as published by the United States Department of Labor, Bureau of Labor Statistics (the CPI). In no event will the rent adjust downward as a result of a change in the CPI.

#### IMPROVEMENTS

5. Any improvements which are necessary to meet the occupancy requirements of Lessee, and the installation of which has been approved by Lessor (which approval shall not be unreasonably withheld) shall be furnished and installed at the expense of Lessee but such additional improvements shall be installed through a contractor selected or approved by Lessor and in accordance with plans and specifications approved in writing by Lessor. (The approval of the contractor and plans shall not be unreasonably withheld by Lessor.)

At the termination of this Lease, Lessor, at its sole option, may require Lessee to remove any installed fixtures and partitions and to place the premises in the same condition as existed upon the commencement of this Lease, or may require said fixtures or partitions to remain as part of the premises.

#### LESSOR NOT LIABLE FOR DAMAGES

6. Lessor shall not be liable to Lessee or to any other person or persons whomever for any damages to the premises or for or on account of any loss, damage or injury to any person or property therein, caused by said premises being out of repair, by defects in said building and/or premises and/or equipment therein contained, or by the failure to keep each and all of the same in good order and repair, or by theft, fire, water, gas, electricity or other cause, or occasioned by bursting, leakage or overflow of any plumbing, or any waste, or water, gas, steam, or other pipes, tanks, drains, washstands or other similar cause, in, above, upon or about the premises, nor shall Lessor be liable for any loss, damage or injury to person or property occurring upon the premises or in any means of entrance or exit therefrom, from whatever cause originating, specifically including acts of omission or neglect of Lessee or of Lessee's agents, nor shall Lessor be liable for any loss, damage or injury arising from acts or neglects of co-lessees or other occupants of the building, or of any owners or occupants of adjacent or contiguous property, or from loss of light occasioned by alteration or construction of adjacent structures or otherwise. Any and all claims for any damage referred to in this paragraph are hereby waived by Lessee. Without limiting the generality of the foregoing, Lessee hereby waives any rights it may have against Lessor on account of any loss or damage occasioned to Lessee, its property or the premises, arising in a manner generally covered by fire and extended coverage insurance, and Lessee further agrees to have the insurance companies insuring Lessee against such loss, including loss to goods, wages and merchandise of Lessee, or covering any use and occupancy of Lessee, waive any right of subrogation they may have against Lessor.

#### INDEMNITY

7. Lessee, as a material part of the consideration for this Lease, does hereby assume all risk of injury or damages caused by Lessee, Lessee's employees or invitees, or by any person or persons who may be in or upon the premises with the consent of Lessee, or from every other source whatsoever, to persons or property, including all property of Lessee and Lessor in said premises. Lessee hereby indemnifies and agrees to hold Lessor harmless on account of any

damages or injury to persons, to the premises or to the building, howsoever occurring. Lessee further agrees that if Lessor is involuntarily made a party defendant to any litigation concerning this Lease or the premises or the building of which the premises are a part, by reason of any act or omission of the Lessee, then Lessee shall hold Lessor harmless from all liability by reason thereof. Lessee agrees that its covenants to hold Lessor harmless shall include Lessee's obligation to pay Lessor's reasonable attorneys fees and court costs, if any, incurred by Lessor in connection with any of said matters. Lessee's undertaking hereunder shall in no way be limited by the provisions of paragraph 9.

## INSURANCE

8. Lessee covenants and agrees that it will reimburse Lessor, during the entire term hereof, for the following types of insurance in the amounts specified in the form hereinafter provided for:

a. Public Liability and Property Damage: Bodily injury and death public liability insurance with limits of not less than \$1,000,000.00 per person and \$2,500,000.00 per occurrence, insuring against any and all liability of Lessor and/or Lessee with respect to said premises or arising out of the maintenance, use or occupancy thereof. Property damage liability insurance with a limit of not less than \$500,000.00 per occurrence. Such bodily injury insurance and such property damage liability insurance shall specifically insure the performance by Lessee of the indemnity agreement as to liability for injury to or death of person and injury or damage to property as contained in paragraph 7 hereof.

b. Fire and Extended Coverage: Insurance on all improvements installed by Lessee against loss or damage by fire, with extended coverage endorsement, in an amount of at least ninety (90%) percent of actual replacement cost.

c. Policy Form: All policies of insurance provided for herein shall be issued by good, responsible and standard companies acceptable to Lessor, qualified to do and doing business in this State, and shall be issued in the name of Lessee and Lessor for their mutual and joint benefit and protection.

All public liability, property damage and other casualty policies shall be written as primary policies and shall not be contributing with any coverage which Lessor may carry.

## TAXES

9. Lessee will pay all taxes and assessments levied or assessed against the demised premises during the term hereof, including, but not limited to real estate tax, governmental agencies ad valorem taxes and any special assessments with respect to the demised premises and the improvements thereon during the term of this Lease or any extension thereof. It is further understood and agreed that all ad valorem taxes assessed during the first and last years of the term of this Lease shall be prorated and that Lessee shall only be liable for such portions of such taxes assessed for said first and last years as its months of occupancy during any of said years shall bear to the total of twelve (12) months. In the event of the imposition of any special assessment or assessments which may be paid in annual installments, at Lessee's option exercisable by written notice to Lessor, Lessor shall advise the appropriate governmental agency of its intention to elect payment in annual installments and Lessee shall be liable for only such annual installments as shall be due and payable during the term of this Lease, or, if the option to extend shall be exercised, the extended term hereof. Should Lessee fail to pay any tax or special assessment when due and payable, Lessor may, if Lessor so desires, pay the same and the amount together with any penalties which Lessor may have paid, shall immediately become due and payable to Lessor as additional rent. Lessee shall have the right in its name or in Lessor's name,

whichever shall be appropriate, but at its own cost and expense, to file and prosecute applications for reduction of assessed valuation and to institute legal proceedings for the reduction thereof. In no event shall Lessee be liable for payment of any income, estate or inheritance taxes imposed upon the Lessor or the estate of the Lessor with respect to the demised premises. However, Lessee shall not pay any income tax levied upon or assessed against the Lessor.

#### UTILITIES

10. Also, the Lessee shall be liable for and shall pay, throughout the term of this Lease, all charges for all utility services furnished to the premises, including but not limited to electricity, gas, water and garbage disposal. The Lessee shall make application directly to Loup River Public Power District for its own electric service and, if the Lessee is required to have its own electric meter and meter loops, then it shall apply to said utility district for said meter and to any qualified electric contractor for a meter base and meter loop, all at the expense of the Lessee. In the event a water meter is necessary, it also shall be paid for and installed at the expense of the Lessee. Any Lessee not having a water meter and having a water type air conditioner on the premises shall equip and maintain said air conditioner with a fully operating return pump at all times.

#### TRUE NET LEASE

11. The parties hereto acknowledge and agree that this is a true net lease and that Lessee shall pay at his expense all costs of maintenance, including but not limited to all taxes, insurance, utilities, maintenance expenses, snow removal, weed control and weed spray in parking lot, etc.

#### ALTERATIONS

12. Lessee has No Right to Make Alterations: Lessee agrees to not make any major additions, alterations, changes or improvements on the premises or any part thereof, without the consent of Lessor first obtained in writing, except alterations, changes, additions and improvements, if any, which Lessee is required to make by the provisions of this Lease. Lessor's written approval for all such work, including that required by this Lease, shall also be required. Lessee agrees to give Lessor written notice of commencement date of any alterations, improvements, or repairs to be made in, to or upon the premises, whether interior or exterior, not later than ten (10) days prior to the commencement of any such work, in order to give Lessor time to post notices of non-responsibility. Lessee shall keep the premises free of any liens or encumbrances, and if required by Lessor, shall deliver to Lessor satisfactory lien and completion bonds to cover any such work. All alterations, improvements and changes that may be required or permitted hereunder shall be and become the property of Lessor, as previously provided in paragraph 6 above of this Lease. Lessor shall have a lien on any of Lessee's movable furniture and equipment not previously assigned to Lessor, to secure the performance of Lessee's covenants in this Lease, but such lien shall not deprive Lessor of any creditor's rights given by law in the absence of security or other remedies in this Lease.

Lessor's Right to Make Alterations: Lessor may at any time remodel, make alterations, additions, improvements and/or repairs to the building and/or the premises without abatement for rental, and may for such purposes, erect scaffolding and all other necessary structures, and Lessee shall not claim or be allowed to be paid any damages for any injury or inconvenience occasioned thereby. Entry by Lessor after Lessee has vacated the premises, for the purpose of making repairs or decorating, shall not constitute a termination of this Lease unless Lessor so elects in writing.

### LESSOR'S RIGHT OF ENTRY

13. Lessor and Lessor's agents and employees shall have the right at all reasonable times to enter the premises to carry out and perform Lessor's obligations hereunder, for the purpose of showing the premises to prospective tenants and purchasers, and for such other purposes as may be reasonably necessary in connection with the operation of said building; also for the purpose of examining said premises and affecting alterations, additions, improvements and/or to remodel, all without limiting the generality of the foregoing, also as provided in paragraph 12 above and in paragraph 16 below.

### MECHANIC'S LIENS

14. Lessee agrees that it will pay or cause to be paid all costs for work done by it or caused to be done by it in the premises of a character which will or may result in liens on Lessor's reversionary estate therein, and Lessee will keep the premises free and clear of all mechanic's liens and other liens on account of work done for Lessee or persons claiming under it. Lessee agrees to and shall indemnify and save Lessor free and harmless against liability, loss, damage costs or expenses, including attorneys fees, on account of liens and/or claims of liens of laborers or material men or others for work performed or materials or supplies furnished for Lessee or persons claiming under it.

If Lessee shall desire to contest any claim of lien, it shall furnish Lessor adequate security of the value or in the amount of claim, plus estimated costs and interest, or a bond of a responsible corporate surety in such amount conditioned on the discharge of the lien. If a final judgment establishing the validity or existence of a lien for any amount is entered, Lessee shall pay and satisfy the same at once.

If Lessee shall be in default in payment of any charge for which a mechanic's lien claim and suit to foreclose the lien shall have been filed, and Lessee shall not have given Lessor security to protect the property and Lessor against such claim of lien, Lessor may (but shall not be so required) pay the said claim and any costs, and the amount so paid, together with reasonable attorneys fees incurred in connection therewith, shall be immediately due and owing from Lessee to Lessor as additional rent, and Lessee shall and agrees to pay the same with interest at the highest rate allowable by law from the date of Lessor's payment.

Should any claims of lien be filed against the premises, or any action affecting the title to such property be commenced, the party receiving notice of such lien or action shall forthwith give the other party written notice thereof.

Lessor or its representatives shall have the right to go upon and inspect the premises at all times and shall have the right to post and keep posted therein notices which Lessor may deem to be proper for the protection of Lessor's interest in the premises.

### ASSIGNING, MORTGAGING, SUBLETTING

15. Lessee shall not transfer, assign, sublet, or hypothecate this Lease or Lessee's interest in and to the premises without first procuring the written consent of Lessor, which consent shall not be unreasonably withheld, and any attempted transfer, assignment, subletting or hypothecation without such written consent shall be void and confer no rights upon any third person. The consent to one or more assignments or sub-leases shall not be deemed a consent to any further assignment or sub-leases.



## REPAIRS AND MAINTENANCE

16. Lessee's Obligations: Lessee agrees at all times during the term hereof, and at its own cost and expense, to keep the premises in good order, condition and repair, and in a clean, sanitary and safe condition in accordance with the laws of this State, and in accordance with all directions, rules and regulations of health officials, fire marshals, police officials, building inspectors or other proper officers of governmental agencies having or claiming jurisdiction thereof, and to repair and maintain in the premises and every part thereof and including without limitations, all fixtures and other equipment therein, all window sash, casement or frames, doors and door frames, and glass and plate glass, and also to repair and maintain any appurtenances to said premises, and all such items of repair, maintenance (including janitorial and trash removal), and improvements or reconstruction as may at any time or from time to time be required by any governmental agency having or claiming jurisdiction thereof, excepting only that Lessee shall not be required to repair, restore or reconstruct that portion of the building originally constructed by Lessor, if the same is damaged by reason of fire, windstorm, hail, damage from explosion not covered by the insurance covered by paragraph 8 hereof, aircraft, smoke, or other risks covered by standard coverage insurance. Lessee waives all rights to make repairs at Lessor's expense. If Lessee does not make repairs promptly and adequately, or if Lessee does not furnish and provide adequate janitorial service and trash removal, as herein elsewhere required, Lessor may (but need not) make such repairs and/or furnish such services, and if such repairs are made or services furnished by Lessor, Lessee shall promptly pay as additional rental hereunder the reasonable cost thereof with interest thereon at the highest rate allowable by law.

It is understood and agreed that Lessor shall be under no obligation to make any repairs, alterations or improvements to and upon the premises at any time. Lessor shall have no liability of any kind or nature for failure to make repairs.

## DAMAGE AND CONSTRUCTION

17. In the event the premises or the building of which the premises are a part are damaged by fire or other perils covered by extended coverage insurance, Lessor agrees to forthwith repair the same; and this Lease shall remain in full force and effect, except that Lessee shall be entitled to a proportionate reduction of rent while such repairs are being made, such proportionate reduction to be based upon the extent to which the making of such repairs shall interfere with the business carried on by Lessee in the premises.

In the event the premises or the building of which the premises are a part are damaged as a result of any cause other than the perils covered by fire and extended coverage insurance, then Lessor shall forthwith repair the same, provided the extent of the destruction be less than twenty-five (25%) percent of the then full replacement value of the premises or the building of which the premises are a part. In the event the destruction of the premises or of the building is to an extent greater than twenty-five (25%) percent of the then full replacement value, then Lessor shall have the option either: (a) to repair or restore such damage, this Lease continuing in full force and effect, but the rent to be proportionately reduced as hereinabove in this paragraph provided; or (b) give notice to Lessee at any time within thirty (30) days after such damage, terminating this Lease as of the date specified in such notice, which date shall be no less than thirty (30) nor more than sixty (60) days after the giving of such notice. In the event of giving of such notice, this Lease shall expire and all interest to the Lessee in the premises shall terminate on the date so specified in such notice and the rent, reduced by any proportionate reduction, based upon the extent, if any, to which such damage interfered with the business carried on by Lessee in the premises, shall be paid up to date of such termination.

Lessor shall not be required to repair any injury or damage by fire or other cause, or to make any repairs or replacements of any panels, decoration, office fixtures, railing, ceiling, floor covering, partitions, or any other property installed in the premises by Lessee.

#### EMINENT DOMAIN

18. If all or any part of the premises shall be taken or appropriated by any public or quasi-public authority under the power of eminent domain, either party hereto shall have the right, at its option, to terminate this Lease, and Lessor shall be entitled to any and all income, rent, award, or any interest therein whatsoever which may be paid or made in connection with such public or quasi-public use or purpose, and Lessee shall have no claim against Lessor for the value of any unexpired term of this Lease. If a part of the premises shall be so taken or appropriated and neither party hereto shall elect to terminate this Lease, the rental thereafter to be paid shall be equitably reduced. Before Lessee may terminate this Lease by reason of taking or appropriation as above provided, such taking or appropriation shall be of such an extent and nature as to substantially handicap, impede or impair Lessee's use of the premises. If any part of the building other than the premises shall be so taken or appropriated, Lessor shall have the right, at its option, to terminate this Lease and shall be entitled to the entire award, as above provided.

#### DEFAULT; REMEDIES

19. Default: The occurrence of any of the following shall constitute a material default and breach of this Lease by Lessee.

a. Any failure by Lessee to pay the rent or any other monetary sums required to be paid hereunder, where such failure continues for five (5) days after written notice by Lessor to Lessee.

b. The abandonment or vacation of the premises by Lessee.

c. A failure by Lessee to observe and perform any other provision of this Lease to be observed or performed by Lessee, where such failure continues for twenty (20) days after written notice thereof by Lessor to Lessee; provided, however, that if the nature of the default is such that the same cannot reasonably be cured within said twenty (20) day period, Lessee shall not be deemed to be in default if Lessee shall, within such period, commence such cure and thereafter diligently prosecute the same to completion.

d. The making by Lessee of any general assignment or general arrangement for the benefit of creditors; the filing by or against Lessee of the petition to have Lessee adjudged a bankrupt or of a petition for reorganization or arrangement under any law relating to bankruptcy, unless in the case of a petition filed against Lessee, the same is dismissed within sixty (60) days; the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within thirty (30) days; or the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the premises or of Lessee's interest in this Lease, where such seizure is not discharged within thirty (30) days.

Remedies: In the event of any such material default or breach by Lessee, Lessor may, at its election, at any time thereafter, with or without notice or demand and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such default or breach:

a. Terminate Lessee's right to possession of the leased premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession of the leased premises to Lessor. In such event Lessor shall be entitled to recover from Lessee all

damages incurred by Lessor by reason of Lessee's default, including, but not limited to, the cost of recovering possession of the leased premises; expenses of reletting, including necessary renovation and alteration of the leased premises, reasonable attorneys fees, and any real estate commission actually paid (affiliates of Lessor shall not be precluded, by reason of such affiliation, from earning and receiving such a commission). Unpaid installments of rent or other sums shall be subject to a late charge of ten (10%) percent of the due and unpaid amount and, in addition, shall bear interest from the date due at the rate of the lower of (1) twelve (12%) percent per annum, or (2) the highest rate permitted by the law of the jurisdiction wherein the leased premises are situated. Whether or not Lessee shall have abandoned the leased premises, Lessor shall have the option of (1) retaking possession of the leased premises and recovering from Lessee the amount specified in this sub-paragraph, or (2) proceeding as hereinafter provided.

b. Maintain Lessee's right to possession, in which case this Lease shall continue in effect whether or not Lessee shall have abandoned the leased premises. In such event, Lessor shall be entitled to enforce all of Lessor's rights and remedies under this Lease, including the right to recover the rent as it becomes due hereunder.

c. Enter upon the premises or any part thereof, either with or without process of law, and to expel, remove or put out Lessee or any other person or persons who may be thereon, together with all personal property found therein; any Lessor may, from time to time, without terminating this Lease, relet said premises or any part thereof, either in the name of Lessee or in Lessor's own name, for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rental or rentals and upon such other terms and conditions as Lessor in its sole discretion may deem advisable, with the right to repair, renovate, remodel, redecorate, alter and change said premises; and at the option of Lessor, rents received by Lessor from such re-letting shall be applied first to the payment of any indebtedness other than rent due hereunder from Lessee to Lessor; second, to the payment of any costs and expenses of such re-letting, including, but not limited to, attorneys fees, advertising fees and brokerage fees (affiliates of Lessor shall not be precluded, by reason of such affiliation, from earning and receiving such a commission), and to the payment of any repairs, renovations, remodeling, redecorations, alterations, and changes in the premises; third, to the payment of rent due and payable hereunder; and, if after so applying said rentals there is any deficiency to Lessor, such deficiency shall be calculated and collected by Lessor monthly. In no event shall Lessee be entitled to any excess rental over and above said obligation of Lessee. No such re-entry, taking possession or re-letting of the premises shall be construed as an election of Lessor's part to terminate this Lease, or as an acceptance of a surrender of the premises, unless a written notice of such intention be given to Lessee. Notwithstanding any such re-letting without termination, Lessor may, at any time thereafter, elect to terminate this Lease for such previous breach and default. Should Lessor, at any time, terminate this Lease by reason of any default, in addition to any other remedy it may have, it may recover from Lessee the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Lease for the balance of the term hereof over the then reasonable rental value of the premises for the said period. All of the remedies herein provided shall be cumulative to all other rights or remedies herein given to Lessor or given to Lessor by law, including, but not limited to, Lessor's right to recover from Lessee the worth at the time of any court award of the amount by which the unpaid rent for the balance of the term after the time of such award exceeds the amount of such rental loss for the same period that Lessee proves could be reasonably avoided.

d. Offset any amounts due to Lessor from Lessee against any sum due to Lessee from Lessor.

e. Pursue any other remedy now or hereafter available to Lessor under the laws or judicial decisions of the State of Nebraska.

Nothing herein contained shall be construed as obligating the Lessor to relet the whole or any part of the leased premises.

In the event of a default as provided in this Article, Lessor shall have the right, but not the obligation, to remove from said premises all personal property located therein and may place the same in storage for the account of and at the expense and risk of Lessee, and Lessee hereby irrevocably appoints Lessor the agent and attorney in fact of Lessee for such purpose and agrees to pay on demand to Lessor, as additional rent, any costs incurred by Lessor in removing, placing and maintaining the same in storage.

#### ESTOPPEL AFFIDAVIT

20. Lessee shall at any time upon not less than thirty (30) days prior written notice from Lessor execute, acknowledge and deliver to Lessor a statement in writing (a) certifying that this Lease is unmodified and in full force and effect, or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect, and the date to which the rent and other charges are paid in advance, if any, and (b) acknowledging that there are not, to Lessee's knowledge, any uncured defaults on the part of Lessor hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrance of the premises.

Lessee's failure to deliver such statement within such time shall be conclusive upon Lessee, (a) that this Lease is in full force and effect, without modification except as may be represented by Lessor, (b) that there are no uncured defaults in Lessor's performance, and (c) that not more than one month's rent has been paid in advance.

If Lessor desires to finance or refinance the building, Lessee hereby agrees to deliver to any lender designated by Lessor such financial statements of Lessee as may be reasonably required by such lender. Such statements shall include the past three years' financial statements of Lessee. All such financial statements shall be received by Lessor in confidence and shall be used only for the purposes herein set forth.

#### NON-LIABILITY OF LESSOR AFTER TRANSFER

21. In the event of any transfer or assignments of Lessor's interest herein, Lessor herein named (and in case of any subsequent transfers or conveyances the then grantor) shall be automatically freed and relieved from and after the date of such transfer or conveyances of all personal liability as respects the performance of any covenants or obligations on the part of Lessor contained in this Lease thereafter to be performed, provided that any funds in the hands of such Lessor, or the then grantor at the time of such transfer, in which Lessee has an interest, shall be turned over to the grantee, and any amount then due and payable to Lessee by Lessor or the then grantor under any provisions of this Lease, shall be paid to Lessee, it being intended hereby that the covenants and obligations contained in this Lease on the part of Lessor shall, subject as aforesaid, be binding on Lessor, its successors and assigns, only during and in respect to their respective successive periods as Lessor of said premises.

#### CAPTIONS; ATTACHMENTS; DEFINED TERM

22. The captions of the paragraphs of this Lease are for convenience only and shall not be deemed to be relevant in resolving any questions of interpretation or construction of any section of this Lease.

Exhibits attached hereto, and addendums and schedules initially by the parties are deemed by attachment to constitute part of this Lease and are incorporated herein.

The words "Lessor" and "Lessee", as used herein, shall include the plural as well as the singular. Words used in neuter gender include the masculine and feminine and words in the masculine or feminine gender include the neuter. If there be more than one Lessor or Lessee, the obligations hereunder imposed upon Lessor or Lessee shall be joint and several.

The obligations contained in this Lease to be performed by Lessor shall be binding on Lessor's successors and assigns only during their respective periods of ownership.

#### ENTIRE AGREEMENT

23. This instrument, along with any exhibits and attachments hereto, constitutes the entire agreement between Lessor and Lessee relative to the premises and this agreement and the exhibits and attachments may be altered, amended or revoked only by an instrument in writing signed by both Lessor and Lessee. Lessor and Lessee agree hereby that all prior or contemporaneous oral agreements between and among themselves and their agents or representatives relative to the leasing of the premises are merged in or revoked by this agreement.

#### SEVERABILITY

24. If any term or provision of this Lease shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforceable to the fullest extent permitted by law.

#### TIME; JOINT AND SEVERAL LIABILITY

25. Time is of the essence of this Lease and each and every provision hereof, except as to the conditions relating to the delivery of possession of the premises to Lessee. All of the terms, covenants and conditions contained in this Lease to be performed by either party, if such party shall consist of more than one person or organization, shall be deemed to be joint and several, and all rights and remedies of the parties shall be cumulative and nonexclusive of any other remedy at law or in equity.

#### BINDING EFFECT: CHOICE OF LAW

26. The parties hereto agree that all provisions hereof are to be construed as both covenants and conditions as though the words importing such covenants and conditions were used in each separate paragraph hereof. Subject to any provisions hereof restricting assignment or subletting by Lessee and subject to Section 21, all of the provisions hereof shall bind and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. This Lease shall be governed by the laws of the State of Nebraska.

#### WAIVER

27. No covenant, term or condition or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver or the breach of any covenant, term or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Acceptance by Lessor of any performance by Lessee after the time the same shall have become due shall not constitute a waiver of Lessor of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by Lessor in writing.

## SURRENDER OF PREMISES

28. The voluntary or other surrender of this Lease by Lessee, or a mutual cancellation thereof, shall not work a merger, and shall, at the option of the Lessor, terminate all or any existing subleases or subtenancies, or may, at the option of Lessor, operate as an assignment to it of any or all such subleases or subtenancies.

## NOTICES

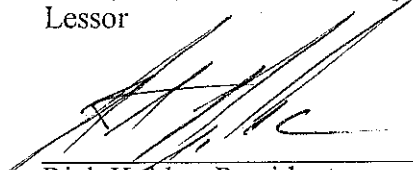
29. Whenever notices, demands, permissions, consents, approvals or other communications permitted or required by either party to this Lease to or on the other, such notice or demand shall be given or served, and shall not be deemed to have been duly given or served unless in writing and delivered personally or mailed. If mailed, they shall be sent by certified or registered mail, postage prepaid, if by Lessee, addressed to the Lessor at KKB Inc., 107 Cottonwood Drive, Columbus, NE 68601, or to such other person or place as the Lessor may from time to time designate in a notice to the Lessee, or if by Lessor, addressed to the Lessee at NYC Tobacco, LLC, a Nebraska limited liability company, 2040 Agate Street, Marion, IA 52302. Notices sent by mail shall be deemed to have been given when properly mailed, and the postmark affixed shall be conclusive evidence of the date of mailing.

## FIRST RIGHT OF REFUSAL

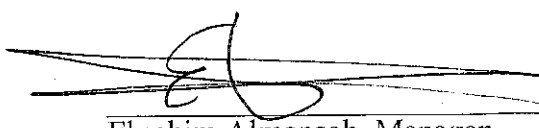
30. In the event Lessor shall receive a bona fide offer to purchase the real estate described above, and the offer is satisfactory to Lessor, Lessor shall first give Lessee the privilege of purchasing the above real estate at the price and on the terms of the offer so made. The privilege shall be given by notice sent to Lessee by certified mail, requiring Lessee to accept the offer in writing and to sign a suitable purchase agreement within fifteen (15) days after mailing the notice. The failure of Lessee to accept the offer to purchase or to sign a purchase agreement within the period provided shall nullify and void the privilege of Lessee and Lessor shall be at liberty to sell the above real estate to any other person or entity for the price and terms offered. Should Lessee fail to exercise his First Right of Refusal, he agrees to provide to Lessor a release of the First Right of Refusal within fifteen (15) days of it being provided to him by Lessor. In the event Lessee exercises this option, Lessee shall receive a credit toward the purchase price equal to the amount of the previous twelve (12) months of rent paid hereunder.

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

KKB, Inc., a Nebraska Corporation,  
Lessor

  
Rick Kübler, President

NYC TOBACCO, LLC, a Nebraska  
limited liability company, Lessee

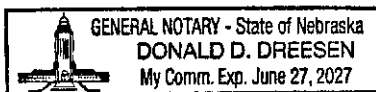
  
Ebrahim Almansob, Manager

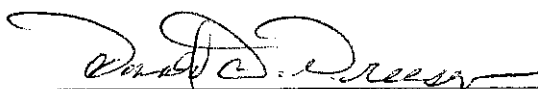
STATE OF NEBRASKA )  
 : ss.  
COUNTY OF PLATTE )

CORPORATE ACKNOWLEDGMENT

On this 24 day of January, 2025 before me, a duly qualified and commissioned Notary Public in and for said county, personally appeared Ebrahim Almansob, to me personally known to be the manager of NYC TOBACCO, LLC, a Nebraska limited liability company, that executed the within and foregoing instrument, and acknowledged the same instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed thereto is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first above written.



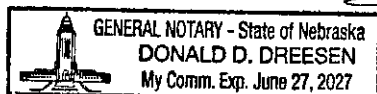
  
Notary Public


STATE OF NEBRASKA )  
 : ss.  
COUNTY OF PLATTE )

CORPORATE ACKNOWLEDGMENT

On this 24 day of January, 2025 before me, a duly qualified and commissioned Notary Public in and for said county, personally appeared Rick Kubler to me personally known to be the president of KKB Inc., a Nebraska corporation, that executed the within and foregoing instrument, and acknowledged the same instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed thereto is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first above written.



  
Notary Public

A tract of land located in Lots 20 and 21, Block "E", Mahood Addition to the City of Columbus, Platte County, Nebraska, more particularly described as beginning at the Southwest Corner of said Lot 21; thence North along the west line of said Lots 20 & 21, a distance of 103 feet; thence East and parallel to the North line of said Lot 21, a distance of 55 feet; thence South and parallel to the west line of said Lot 20, a distance of 15 feet; thence East along the North line of said Lot 21, a distance of 53.67 feet; thence South and parallel to the East line of said Lot 21, a distance of 88 feet; thence West along the South line of said Lot 21, a distance of 109.07 feet to the point of beginning, Except

A tract of land located in Lot 21, Block E, Mahood addition to the City of Columbus, Platte County, Nebraska, described as follows:

Beginning at the southwest corner of said Lot 21; thence northerly a distance of 4.50 feet along the west line of said Lot 21; thence easterly deflecting 090 degrees, 43 minutes, 56 seconds right, a distance of 6.26 feet; thence southerly deflecting 090 degrees, 00 minutes, 00 seconds right, a distance of 1.14 feet; thence easterly deflecting 090 degrees, 00 minutes, 00 seconds left, a distance of 102.90 feet to a point on the east line of the property owned by the grantor(s); thence southerly deflecting 089 degrees, 16 minutes, 04 seconds right, a distance of 3.38 feet along said line to a point on the south line of said lot 21 to a point on the northerly existing Highway 30 right of way line; thence westerly deflecting 090 degrees, 44 minutes, 34 seconds right a distance of 109.14 feet along said right of way line to the southwest corner of said Lot 21 to the point of beginning containing 375.29 square feet, more or less.

