

Public Safety Committee Meeting
Wednesday, July 5, 2023 5:00 PM
Crete City Hall
243 E 13th Street
Crete, NE 68333

1. Open Meeting

- In accordance with Nebraska law, a copy of the Open Meetings Act can be found in the back of the Council Chambers.
- Items listed on the agenda may be considered in any order.

2. Roll Call

- Attendance of members will be recorded to determine the presence of a quorum for official actions.

3. Items of Business

- The Committee may discuss or limit discussion on, hear testimony in favor of or in opposition to, or take action to provide a recommendation to the City Council on any matter presented under this title.

3.A. Consider a recommendation to the City Council on the Retail Liquor License application from PWR & DWD Rental Properties, LLC DBA Old Main Bar & Grill 1103 Main Avenue, Crete, NE.

3.B. Consider a recommendation to the City Council on the purchase of BodyWorn Cameras and Rocket Communications Bundle in the amount of \$125,000 from the Police Department.

4. Officers' Reports

- Reports may be given by the Mayor, Officers, Departments, or Councilmembers concerning the current operations of the City.
- No action can be taken on matters presented under this title except to answer any questions or to refer the matter for further action.

5. Adjournment

Disclaimers & Notices

- The Council may enter into closed session to discuss any matter on this agenda when it is determined that a closed session is clearly necessary for the protection of the public interest or the prevention of needless injury to the reputation of an individual (if such individual has not requested a public meeting) or as otherwise allowed by law. Any closed session shall be limited to the subject matter for which the closed session was called. If the motion to close passes, then immediately prior to the closed session the Mayor shall restate on the record the limitation of the subject matter of the closed session.
- The City of Crete assures that no person shall on the grounds of race, color, national origin, age, disability, handicap or sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity of the City receiving Federal financial assistance. To report discrimination, contact the City Clerk's office.
- The complete agenda with attachments is available at www.crete.ne.gov.

APPLICATION FOR LIQUOR LICENSE CHECKLIST RETAIL

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

License Class: C

License Number:
125770



Office Use Only

NEW / REPLACING 110647 TOP Yes / No

Hot List Yes / No Initial: KF
HJ

PLEASE READ CAREFULLY

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

APPLICANT NAME PWR & DWD Rental Properties, LLC

TRADE (DBA) NAME Old Main Bar & Grill

PREVIOUS TRADE (DBA) NAME _____

CONTACT NAME AND PHONE NUMBER Chris Collins

CONTACT EMAIL ADDRESS ChrisC@CapitalTower.com

Chris C

Purch Agree

Office use only	
PAYMENT TYPE <u>Payport</u>	
AMOUNT <u>\$400</u> RCPT	
RECEIVED: <u>5/12/23 - BT</u>	
DATE DEPOSITED _____	

DIRECTIONS

Each item must be included with your application

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

CLASS OF LICENSE FOR WHICH APPLICATION IS TO BE MADE AND CHECK DESIRED CLASS

RETAIL LICENSE(S) Application Fee \$400 (nonrefundable)
CLASS C LICENSE TERM IS FROM NOVEMBER 1 – OCTOBER 31
ALL OTHER CLASSES TERM IS MAY 1 – APRIL 30

- A BEER, ON SALE ONLY
- B BEER, OFF SALE ONLY**
- C BEER, WINE, DISTILLED SPIRITS, ON AND OFF SALE**
Do you intend to sale cocktails to go as allowed under Neb Rev. Statute 53-123.04(4) YES NO
- D BEER, WINE, DISTILLED SPIRITS, OFF SALE ONLY**
- F BOTTLE CLUB,
- I BEER, WINE, DISTILLED SPIRITS, ON SALE ONLY
Do you intend to sale cocktails to go as allowed under Neb Rev. Statute 53-123.04(5) YES NO
- J LIMITED ALCOHOLIC LIQUOR, OFF SALE – MUST INCLUDE SUPPLEMENTAL FORM 120
- AB BEER, ON AND OFF SALE
- AD BEER ON SALE ONLY, BEER, WINE, DISTILLED SPIRITS OFF SALE
- IB BEER, WINE, DISTILLED SPIRITS ON SALE, BEER OFF SALE ONLY
- Class K Catering endorsement (Submit Form 106) – Catering license (K) expires same as underlying retail license
- Class G Growler endorsement (Submit Form 165) – Class C licenses only

**Class B, Class C, Class D license do you intend to allow drive through services under Neb Rev. Statute 53-178.01(2) YES NO

ADDITIONAL FEES WILL BE ASSESSED AT THE CITY/VILLAGE OR COUNTY LEVEL WHEN THE LICENSE IS ISSUED

CHECK TYPE OF LICENSE FOR WHICH YOU ARE APPLYING

- Individual License (requires insert FORM 104)
- Partnership License (requires insert FORM 105)
- Corporate License (requires FORM 101 & FORM 103)
- Limited Liability Company (LLC) (requires FORM 102 & FORM 103)

NAME OF ATTORNEY OR AGENT WITH WHOM YOU ARE DEALING

Name _____ Phone Number _____

Firm Name _____

Email address _____

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

PREMISES INFORMATION

Trade Name (doing business as) Old Main Bar & Grill

Street Address 1103 Main Ave.

City Crete County Saline ← 22 Zip Code 68333 - 2259

Premises Telephone number 402-418-7101

Business e-mail address Pat@CapitalTower.com

Is this location inside the city/village corporate limits YES X NO _____

MAILING ADDRESS (where you want to receive mail from the Commission)

Check if same as premises

Name PWR & DWD Rental Properties, LLC

Street Address PO Box 273

City Waverly State NE Zip Code 68462 - 0273

DESCRIPTION AND DIAGRAM OF THE AREA TO BE LICENSED

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

Building length 30 x width 100 in feet

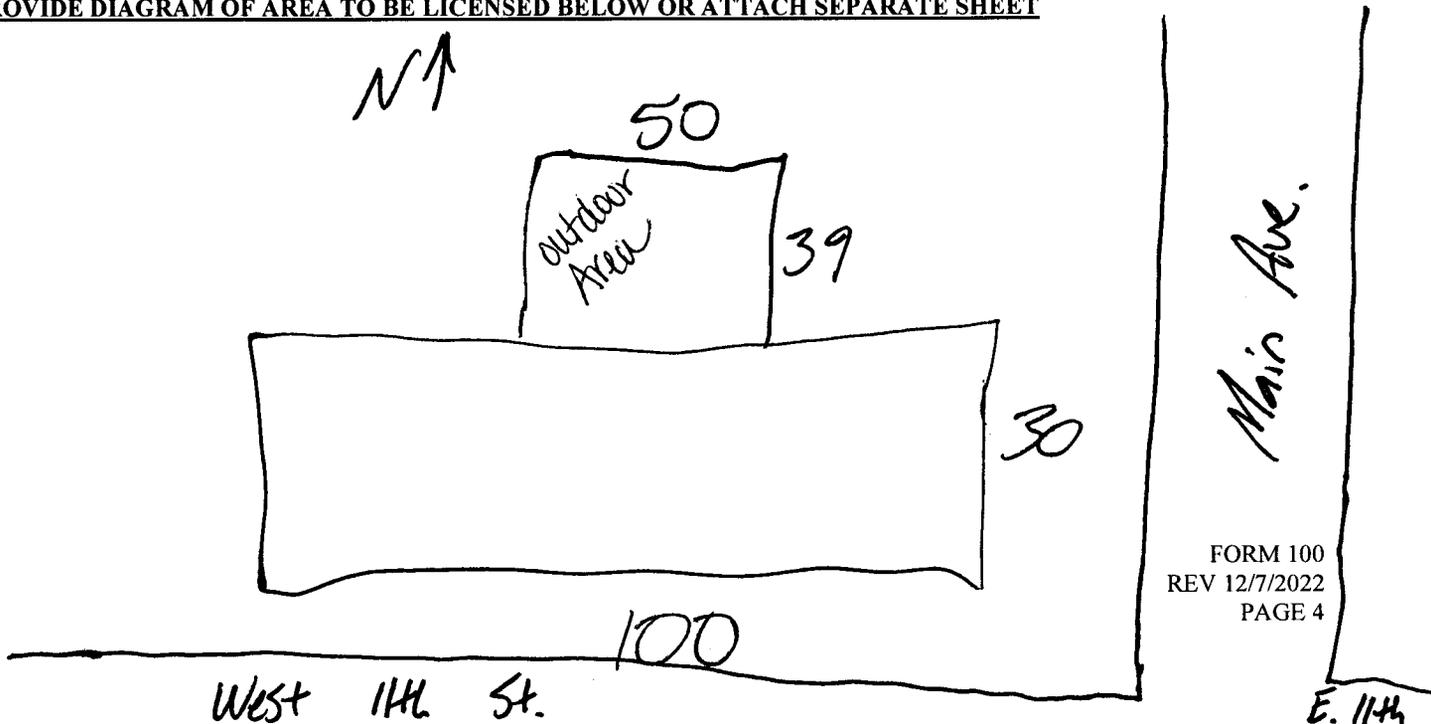
Is there a basement? Yes _____ No X If yes, length 30 x width 100 in feet

Is there an outdoor area? Yes X No _____ If yes, length ~39 x width ~50 in feet+

*If including an outdoor area permanent fencing is required. Please contact the local governing body for other requirements regarding fencing

Number of floors of the building 3

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



APPLICANT INFORMATION

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

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name.

Include traffic violations. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

YES NO If yes, please explain below or attach a separate page

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (city & state)	Description of Charge	Disposition
Patrick W. Reed	09/1999	Lincoln, NE	DUI	Guilty. 1 Year Probation
				60 Days No Driving
Patrick W. Reed	07/2008	Lincoln, NE	DUI	Guilty. 9 mo. Probation

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

YES NO

If yes, provide business name and license number Elle's on Main

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

YES NO

If yes, give name of business and liquor license number 110047

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

YES NO

If yes

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

a) Submit a copy of the business purchase agreement

b) Include a list of alcohol being purchased, list the name brand, container size and how many

c) Submit a list of the furniture, fixtures and equipment

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

_____ YES NO

If yes, list the lender(s) _____

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

_____ YES NO

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

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

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

_____ YES NO

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

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

_____ YES NO

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

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

_____ YES NO

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

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

Union Bank & Trust Patrick Reed, Chris Collins, Renee Greunke

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

N/A

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

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

NLCC certified training program completed

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

Experience

Applicant Name/Job Title	Date of Employment	Name & Location of Business
N/A		

13. If the property is owned, submit a copy of the deed or proof of ownership. If leased, submit a copy of the lease covering the entire license year.

Documents must be in the name of applicant as owner or lessee

Lease expiration date _____
 Deed _____
 Purchase Agreement

14. When do you intend to open for business? Upon T.O.P. Issuance

15. What will be the main nature of business? Retail food and alcohol sales

16. What are the anticipated hours of operation? 11am-11pm Sunday-Thursday, 11am-2am Friday & Saturday

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

RESIDENCES FOR THE PAST 10 YEARS					
APPLICANT CITY & STATE	YEAR		SPOUSE CITY & STATE	YEAR	
	FROM	TO		FROM	TO
1605 Denton Rd. Pleasant Dale, NE 68426	2019	Current	1605 Denton Rd. Pleasant Dale, NE 68426	2019	Current
1045 182nd Pleasant Dale, NE 68423	2000	2019	1045 182nd Pleasant Dale, NE 68423	2000	2019
1980 Camden Rd. Pleasant Dale, NE 68423	2007	Current			

If necessary, attach a separate sheet

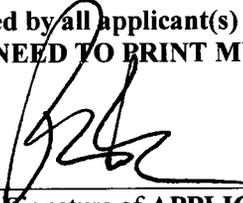
PERSONAL OATH AND CONSENT OF INVESTIGATION
SIGNATURE PAGE – PLEASE READ CAREFULLY

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

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

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

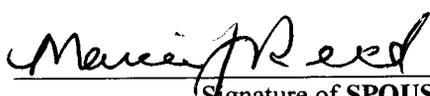
Must be signed by all applicant(s) and spouse(s) owning more than 25%
(YOU MAY NEED TO PRINT MULTIPLE SIGNATURE PAGES)



Signature of APPLICANT

Patrick W. Reed

Printed Name of APPLICANT



Signature of SPOUSE

Marcie J. Reed

Printed Name of SPOUSE



Signature of APPLICANT

Gregory D. Mach

Printed Name of APPLICANT

Signature of SPOUSE

Printed Name of SPOUSE

Nebraska Secretary of State

PWR & DWD RENTAL PROPERTIES, LLC

Wed May 17 09:03:14 2023

SOS Account Number

10164941

Status

Active

Principal Office Address13330 AMBERLY RD
WAVERLY, NE 68462**Registered Agent and Office Address**RICHARD L. RICE
SUITE 400
134 SOUTH 13TH STREET
LINCOLN, NE 68508-1981**Designated Office Address**13330 AMBERLY ROAD
WAVERLY, NE 68462**Nature of Business**

Not Available

Entity Type

Domestic LLC

Qualifying State: NE

Date Filed

Aug 01 2012

Next Report Due Date

Jan 01 2025

Filed Documents

Filed documents for PWR & DWD RENTAL PROPERTIES, 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	Aug 01 2012	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Proof of Publication	Aug 28 2012	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Biennial Report	Jan 30 2013	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Biennial Report	Feb 03 2015	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Biennial Report	Feb 06 2017	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now

Document	Date Filed	Price	
Biennial Report	Feb 21 2019	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Biennial Report	Mar 02 2021	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Record of Determination	Apr 05 2023	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Biennial Report	Apr 19 2023	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now

Good Standing Documents

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

Online Certificate of Good Standing with Electronic Validation

\$6.50

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

[Purchase Now](#)

Certificate of Good Standing - USPS Mail Delivery

\$10.00

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

[Continue to Order](#)

[↑ Back to Top](#)

LIMITED LIABILITY COMPANY (LLC)

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

License
Class: _____

License Number: _____



INSTRUCTIONS

1. All members and spouses must be listed
2. Managing/Contact member and all members holding over 25 % shares of stock and their spouse (if applicable) must sign the signature page of the application
3. Managing/Contact member and all members holding over 25% interest and their spouses must submit fingerprints. See Form 147 for further information
4. Attach copy of Articles of Organization

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

PWR & DWD Rental Properties, LLC

Name of Registered Agent: Richard Rice Suite 400 134 S 13th St. Lincoln, NE 68508-1981

LLC Address: 13330 Amberly Rd.

City: Waverly State: NE Zip Code: 68462 - 9786

LLC Phone Number: 402-786-3333 LLC Fax Number: 402-786-3339

Name of Managing/Contact Member

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

Last Name: Reed First Name: Patrick MI: W

Home Address: 1605 Denton Rd. City: Pleasant Dale

State: NE Zip Code: 68423 - 9088 Home Phone Number: 402-890-4261

A large, stylized handwritten signature in black ink, appearing to read "Patrick Reed".

Signature of Managing/Contact Member

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

Last Name: Reed First Name: Patrick MI: W

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

Spouse Full Name (indicate N/A if single): Marcie J. Reed

Spouse Social Security Number: [REDACTED]

Percentage of member ownership 51%

** spouse*

Last Name: Mach First Name: Gregory MI: D

Social Security Number: [REDACTED]

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership 49%

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

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

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Is the applying Limited Liability Company owned 100% by another corporation/LLC?

YES NO

If yes, Form 185 is required

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

Starting Date: January Ending Date: December

Is this a Non Profit Corporation?

YES NO

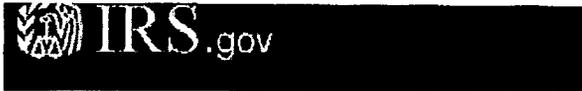
If yes, provide the Federal ID #. _____

**CERTIFICATE OF ORGANIZATION
OF
PWR & DWD RENTAL PROPERTIES, LLC**

1. The name of this limited liability company is PWR & DWD RENTAL PROPERTIES, LLC (the "Company").
2. The street and mailing address of the Company's initial designated office in Nebraska is 13330 Amberly Road, Waverly, Nebraska 68462.
3. The street and mailing address of the initial agent for service of process of the Company is 134 S. 13th Street, Suite 400, Lincoln, Nebraska 68508; the name of the initial agent is Richard L. Rice.

Dated this 1st day of August, 2012.


Richard L. Rice



EIN Assistant

Your Progress: 1. Identity 2. Authenticate 3. Addresses 4. Details 5. EIN Confirmation

Congratulations! The EIN has been successfully assigned.

EIN Assigned: 46-0743756

Legal Name: PWR & DWD RENTAL PROPERTIES LLC

The confirmation letter will be mailed to the applicant. This letter will be the applicant's official IRS notice and will contain important information regarding the EIN. Allow up to 4 weeks for the letter to arrive by mail.

We strongly recommend you print this page for your records.

Click "Continue" to get additional information about using the new EIN.

[Continue >>](#)

Help Topics

[Can the EIN be used before the confirmation letter is received?](#)

**OPERATING AGREEMENT
OF
PWR & DWD RENTAL PROPERTIES, LLC
A NEBRASKA LIMITED LIABILITY COMPANY**

**ARTICLE I
DEFINITIONS**

1.01 The following terms shall have the following meanings (unless otherwise expressly provided herein):

(1) "Articles of Organization" shall mean the Articles of Organization of PWR & DWD Rental Properties, LLC, as filed with the Secretary of State of Nebraska as the same may be amended from time to time.

(2) "Capital Account" means as of any given date the amount calculated and maintained by the Company for each Member as provided in Section 8.01.

(3) "Capital Contribution" means any contribution to the capital of the Company in cash, property or services by a Member whenever made. "Initial Capital Contribution" shall mean the initial contribution to the capital of the Company by a Member pursuant to this Operating Agreement.

(4) "Capital Interest" shall mean the proportion that a Member's positive Capital Account bears to the aggregate positive Capital Accounts of all Members whose Capital Accounts have positive balances as may be adjusted from time to time.

(5) "Code" shall mean the Internal Revenue Code of 1986 or corresponding provisions of subsequent superseding federal revenue laws.

(6) "Company" means PWR & DWD Rental Properties, LLC, a Nebraska limited liability company.

(7) "Deficit Capital Account" shall mean with respect to any Member, the deficit balance, if any, in such Member's Capital Account as of the end of the taxable year, after giving effect to the following adjustments:

(i) credit to such Capital Account any amount which such Member is obligated to restore under Section 1.704-1(b)(2)(ii)(c) of the Treasury Regulations, as well as any addition thereto pursuant to the next to last sentence of Sections 1.704-2(g)(1) and (i)(5) of the Treasury Regulations, after taking into account thereunder any changes during such year in partnership minimum gain (as determined in accordance with Section 1.704-2(d) of the Treasury Regulations) and in the minimum gain

attributable to any partner nonrecourse debt (as determined under Section 1.704-2(i)(3) of the Treasury Regulations); and

(ii) debit to such Capital Account the items described in Sections 1.704-1(b)(2)(ii)(d)(4), (5) and (6) of the Treasury Regulations.

This definition of Deficit Capital Account is intended to comply with the provisions of Treasury Regulations Section 1.704-1(b)(2)(ii)(e) and 1.704-2, and will be interpreted consistently with those provisions.

(8) "Distributable Cash" means all cash, revenues and funds received by the Company from Company operations, less the sum of the following to the extent paid or set aside by the Company: (i) all principal and interest payments on indebtedness of the Company and all other sums paid to lenders; (ii) all cash expenditures incurred incident to the normal operation of the Company's business; (iii) such Reserves as the Managers deem reasonably necessary to the proper operation of the Company's business.

(9) "Economic Interest" shall mean a Member's or Economic Interest Owner's share of one or more of the Company's Net Profits, Net Losses and distributions of the Company's assets pursuant to this Operating Agreement and the Nebraska Act, but shall not include any right to participate in the management or affairs of the Company, including the right to vote on, consent to or otherwise participate in any decision of the Members or Managers.

(10) "Economic Interest Owner" shall mean the owner of an Economic Interest who is not a Member.

(11) "Entity" means any general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative or association or any foreign trust or foreign business organization.

(12) "Fiscal Year" shall mean the Company's fiscal year, which shall be the year ending on December 31.

(13) "Manager" shall mean one or more managers. The Company shall have one Manager, Patrick W. Reed.

(14) "Member" means each person admitted as a Member and who executes a counterpart of this Operating Agreement as a Member.

(15) "Membership Interest" means the ownership interest of a Member in the Company which shall be expressed percentage equal to that Member's Capital Account divided by the aggregate of all Capital Accounts. The Membership Interests may be identified on a schedule from time to time attached to this Operating Agreement.

(16) "Nebraska Act" shall mean the Nebraska Limited Liability Company Act at *Neb. Rev. Stat. § 21-101, et seq.*

(17) "Net Profits" and "Net Losses" shall mean the income, gain, loss, deductions and credits of the Company in the aggregate or separately stated, as appropriate, determined in accordance with the accounting principles employed under the acceptable method of accounting at the close of each fiscal year on the Company's information tax return filed for federal income tax purposes.

(18) "Operating Agreement" shall mean this Operating Agreement as originally executed and as amended from time to time.

(19) "Persons" shall mean any individual or Entity, and the heirs, executors, administrators, legal representatives, successors, and assigns of such "Person" where the context so requires.

(20) "Reserves" shall mean, with respect to any fiscal period, funds set aside or amounts allocated during such period to reserves which shall be maintained in amounts deemed sufficient by the Managers for working capital and to pay taxes, insurance, debt service or other costs or expenses incident to the ownership or operation of the Company's business.

(21) "Selling Member" shall mean any Member which sells, assigns, or otherwise transfers for consideration all or any portion of its Membership Interest.

(22) "Transferring Member" means a Selling Member.

(23) "Treasury Regulations" shall include proposed, temporary and final regulations promulgated under the Code in effect as of the date of filing the Articles of Organization and the corresponding sections of any regulations subsequently issued that amend or supersede such regulations.

ARTICLE II ORGANIZATION

2.01 Name. The name of the Company is PWR & DWD Rental Properties, LLC.

2.02 Principal Place of Business. The principal place of business of the Company within the State of Nebraska shall be 13330 Amberly Road, Waverly, Nebraska 68462. The Company, with the written approval of the Manager, may locate its place of business and registered office at any other place or places as the Managers may from time to time deem advisable.

2.03 Registered Agent. The Company's registered office shall be at the office of its registered agent at 134 S. 13th Street, Suite 400, Lincoln, Nebraska 68508, and the name of its registered agent at such address shall be Richard L. Rice. The registered office and registered agent may be changed from time to time by filing the address of the new registered office and/or the name of the new registered agent with the Nebraska Secretary of State pursuant to the Nebraska Act.

2.04 Term. The term of the Company shall be perpetual.

2.05 Names and Addresses of Members. The names and addresses of the Members are those appearing on Exhibit A, attached hereto and made a part hereof.

ARTICLE III BUSINESS OF COMPANY

3.01 Permitted Business. The business of the Company shall be the ownership of commercial real estate. The Company, with unanimous approval of its Managers, may take any action necessary:

(1) to conduct any lawful business whatsoever, or which shall at any time appear conducive to or expedient for the protection or benefit of the Company and its assets.

(2) to further the Company's business or any reasonably connected business which may be legally exercised by limited liability companies under the Nebraska Act.

ARTICLE IV MANAGEMENT

4.01 Managers. The Members of the Company hereby vest the management of the Company with two Managers (the "Managers"), who shall have exclusive power and authority to conduct the business affairs of the Company, except those powers expressly reserved to the Members by this Agreement, the Articles or the Nebraska Act. The Manager is PATRICK REED ("Reed"), who shall serve until the earlier of his death, resignation, or removal. A Manager may be removed: (1) by order of a court of competent jurisdiction; (2) for conviction of a felony; (3) for misappropriation of Company assets; (4) willful misconduct or gross negligence in performance of his duties to the Company; and (5) assignment of assets for benefit of creditors or filing bankruptcy. A Manager shall be subject to removal for cause, including, but not limited to, the events or actions listed in this Section 4.01; a Manager may not be removed without cause. Except as otherwise provided in Sections 4.02 and 4.03 herein, a Manager may act on behalf of and bind the Company for acts permitted by this Agreement, the Articles or the Act. The act of the Managers shall constitute an act of the Company.

4.02 Matters Requiring Consent of Managers. In connection with the business operations and management of the Company, the consent of the Manager shall be required before the Company may:

- (a) incur any indebtedness for borrowed money on behalf of the Company, or any modification of any such indebtedness;
- (b) make payment in any amount or distribute or convey any asset of the Company to any Manager or Member from any account of the Company;
- (c) guaranty the obligations of any other person or entity;
- (d) create, or enter into, any business line or product offering that is not in place as of the effective date of this Agreement other than in the ordinary course of business;
- (e) commence, settle or compromise any litigation or arbitration for any amount;
- (f) approve or vote to approve the budget of the Company for any fiscal year;
- (g) enter into any joint venture, partnership, strategic alliance or other contractual relationship with any other person or entity, or acquire any equity interests in any other entity;
- (h) make, execute or deliver any assignment for the benefit of creditors, or file a petition for relief under bankruptcy or insolvency laws;
- (i) establish or change (or vote to establish or change) the commitment of authority of any Manager of the Company;
- (j) enter into, modify or terminate (or vote to enter into, modify or terminate) any employment relationship between the Company and any person;
- (k) enter into any lease or rental agreement for property or equipment of any kind;
- (l) sale of assets other than in the ordinary course of business;

The consent of the Manager shall also be required as elsewhere provided in this Operating Agreement.

4.03 Matters Requiring Consent of Members. The unanimous consent of the Members shall be required before the Company may:

- (a) effect any amendment to the Articles or this Operating Agreement;
- (b) effect any valuation of the Company, or its equity in conjunction with any offering or issuance of units in the Company, or of instruments exercisable for or convertible into Units in the Company, other than as set forth in the Loan Agreement;
- (c) effect any issuance of any Membership Interest in the Company or any options, warrants or other rights to acquire, or instruments convertible into a Membership Interest in the Company;
- (d) effect (or vote to effect) any sale, dissolution, merger or consolidation of the Company, or any sale of all or substantially all of the assets of the Company;
- (e) admit any additional or substitute Members;
- (f) the removal or appointment of any Manager.

The unanimous consent of the Managers shall also be required as elsewhere provided in this Operating Agreement.

4.04 Liabilities of Managers. In carrying out their duties to the Company, the Managers shall not be liable to the Company or any Member for any actions taken pursuant to authority granted in this Agreement which is taken in good faith and reasonably believed by the Manager taking the action to be in the best interest of the Company, or for good faith errors of judgment. Managers shall, however, be liable for any damage to the Company and/or its Members for: (1) misconduct or negligence in the performance of their duties as a Manager; (2) any action or inaction in violation of this Agreement, the Articles of Organization, the Act or any other agreement between the Managers or Members; and (3) violation of any law or governmental regulation of any kind. The Managers shall not be expected to devote their full time and attention to the affairs of the Company, but shall devote such amounts of time and attention as are reasonable and appropriate in his good faith judgment under the circumstances prevailing from time to time. In discharging his duties, a Manager shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data prepared or provided by legal counsel, public accountants or other persons as to matters the Managers reasonably believe are within the person's professional or expert competence.

4.05 Compensation and Benefits. The unanimous vote of Members shall be required for any payments or benefits provided to any Manager.

4.06 Manager Meetings. A meeting of the Managers shall occur not less than monthly, unless waived by each Manager in writing.

ARTICLE V
RIGHTS AND OBLIGATIONS OF MEMBERS

5.01 Tax Matters Member. The initial "tax matters member" for purposes of Section 6231(a)(7) of the Internal Revenue Code of 1986, as amended (the "Code") shall be PATRICK W. REED. The initial tax matters member shall remain the Company's tax matters member until a successor is chosen by the Managers.

5.02 Limitation of Liability. Each Member's liability shall be limited as set forth in this Operating Agreement, the Nebraska Act and other applicable law.

5.03 Company Debt Liability. A Member shall not be personally liable for any debts or losses of the Company beyond his respective Capital Contributions and any obligation of the Member under Section 7.01 or 7.02 to make Capital Contributions, except as provided in Section 5.04 herein or as otherwise required by law.

5.04 Liability of a Member to the Company. A Member shall be liable to the Company for any payment or benefit received which is in violation of:

- (1) any term or provision of this Operating Agreement;
- (2) the Articles of Organization;
- (3) the Nebraska Act;
- (4) any applicable law or regulation; or
- (5) which payment or benefit occurred when the Company's liabilities exceeded its assets.

5.05 Priority and Return of Capital. Except as may be expressly provided in Article X, no Member or Economic Interest Owner shall have priority over any other Member or Economic Interest Owner, either as to the return of Capital Contributions or as to Net Profits, Net Losses or distributions; provided that this Section shall not apply to loans (as distinguished from Capital Contributions) which a Member has made to the Company.

5.06 Liability of a Member to the Company.

(a) A Member who rightfully receives the return in whole or in part of its contribution (as defined in Section 21-2620 of the Nebraska Act) is nevertheless liable to the Company only to the extent now or hereafter provided by the Nebraska Act.

(b) A Member who receives a distribution made by the Company:

- (i) which is either in violation of this Operating Agreement, or
- (ii) when the Company's liabilities exceed its assets (after giving effect to the distribution), is liable to the Company for a period of six years after such distribution for the amount of distribution.

ARTICLE VI

MEETING OF MEMBERS

6.01 Annual Meeting. The annual meeting of the Members shall be held on the third Thursday in January or at such other time as shall be determined by resolution of the Members for the purpose of the transaction of such business as may come before the meeting.

6.02 Special Meetings. Special meetings of the Members may be called by the Managers or by any Member.

6.03 Place of Meetings. The place of meeting shall be the principal office of the Company, unless another place in the State of Nebraska is unanimously agreed upon by the Managers.

6.04 Notice of Meetings. Written notice stating the place, day and hour of the meeting and the purpose or purposes for which the meeting is called shall be delivered not less than 10 nor more than 50 days before the date of the meeting, either personally or by mail, by or at the direction of the Managers or person calling the meeting, to each Member entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered two calendar days after being deposited in the United States mail, addressed to the Member at its address as it appears on the books of the Company, with postage thereon prepaid.

6.05 Manner of Acting. The affirmative vote of Members holding in excess of fifty percent (50%) of the Membership Interest shall be the act of the Members, unless the vote of a greater or lesser proportion or number is otherwise required by the Nebraska Act, by the Articles of Organization, or by this Operating Agreement.

6.06 Action by Written Consent. Action required or permitted to be taken at a meeting of Members may be taken without a meeting if the action is evidenced by one or more written consents describing the action taken, signed by each Member entitled to vote and delivered to the Managers of the Company for inclusion in the minutes or for filing with the Company records. Action taken under this Section is effective when all Members entitled to vote have signed the consent, unless the consent specifies a different effective date.

6.07 Waiver of Notice. When any notice is required to be given to any Member, a waiver thereof in writing signed by the person entitled to such notice, whether before, at, or after the time stated therein, shall be equivalent to the giving of such notice.

ARTICLE VII

CONTRIBUTIONS TO THE COMPANY AND CAPITAL ACCOUNTS

7.01 Members' Capital Contributions. Each Member has contributed the amount as set forth in Exhibit B hereto as its share of the Initial Capital Contribution.

7.02 Additional Contributions. Unless unanimously approved by the Members, no Member shall be required to make any additional contributions to the Capital of the Company, unless unanimously approved by the Managers. Members shall have the opportunity (but not the obligation) to participate in such additional Capital Contributions on a pro rata basis in accordance with their Membership Interests.

ARTICLE VIII

MAINTENANCE OF CAPITAL ACCOUNTS

8.01 Capital Accounts.

(a) A separate Capital Account will be maintained for each Member. Each Member's Capital Account will be increased by (1) the amount of money contributed by such Member to the Company; (2) the fair market value of property contributed by such Member to the Company (net of liabilities secured by such contributed property that the Company is considered to assume or take subject to Section 752 of the Code); (3) allocations to such Member of Net Profits and Net Losses; and (4) allocations to such Member of income described in Section 705(a)(1)(B) of the Code. Each Member's Capital Account will be decreased by (1) the amount of money distributed to such Member by the Company; (2) the fair market value of property distributed to such Member by the Company (net of liabilities secured by such distributed property that such Member is considered to assume or take subject to Section 752 of the Code); (3) allocations to such Member of expenditures described in Section 705(a)(2)(B) of the Code; and (4) allocations to the account of such Member of Company loss and deduction as set forth in the Treasury Regulations, taking into account adjustments to reflect fair market value.

(b) In the event of a permitted sale or exchange of a Membership Interest or an Economic Interest in the Company, the Capital Account of the transferor shall become the Capital Account of the transferee to the extent it relates to the transferred Membership Interest or Economic Interest in accordance with Section 1.704-1(b)(2)(iv) of the Treasury Regulations.

(c) The manner in which Capital Accounts are to be maintained pursuant to this Section 8.01 is intended to comply with the requirements of Section 704(b) of the Code and Treasury Regulations promulgated thereunder. If in the opinion of the Company's accountants the manner in which Capital Accounts are to be maintained pursuant to the preceding provisions of this Section 8.01 should be modified in order to comply with Section 704(b) of the Code and Treasury Regulations thereunder, then notwithstanding anything to the contrary containing in the preceding provisions of this Section 8.01, the method in which Capital Accounts are maintained shall be so modified; provided, however, that any change in the manner of maintaining Capital Accounts shall not materially alter the economic agreement between or among the Members.

(d) Upon liquidation of the Company (or any Member's Membership Interest or Economic Interest Owner's Economic Interest), liquidating distributions will be made in accordance with the positive Capital Account balances of Members and Economic Interest Owners, as determined after taking into account all Capital Account adjustments for the Company's taxable year during which the liquidation occurs. Liquidation proceeds will be paid within sixty days of the end of the taxable year (or, if later, within 120 days after the date of the liquidation). The Company may offset damages for breach of this Operating Agreement by a Member or Economic Interest Owner whose interest is liquidated (either upon the withdrawal of the Member or the liquidation of the Company) against the amount otherwise distributable to such Member.

(e) Except as otherwise required in the Nebraska Act (and subject to Section 7.02), no Member or Economic Interest Owner shall have any liability to restore all or any portion of a deficit balance in such Member's or Economic Interest Owner's Capital Account.

8.02 Transfer of Capital Accounts. If all or a portion of a Membership Interest in the Company is transferred in accordance with the terms of the Articles and this Operating Agreement, the transferee shall succeed to that portion of the Capital Account of the transferor which is allocable to the transferred interest.

8.03 Loans to Company. If the Company has insufficient funds to meet its obligations as they become due and to carry out its routine, day-to-day affairs, then, in lieu of obtaining required funds from third parties or selling its assets to provide required funds, the Company may, but shall not be required to, borrow necessary funds from one or more of the Members as designated by the Managers; provided that the terms of such borrowing shall be commercially reasonable. The Company may pledge its assets to secure such borrowing.

8.04 Withdrawal or Reduction of Members' Contributions to Capital.

(a) A Member shall not receive out of the Company's property any part of its Capital Contribution until all liabilities of the Company, except liabilities to Members on account of their Capital Contributions, have been paid or there remains property of the Company sufficient to pay them.

(b) A Member, irrespective of the nature of his Capital Contribution, has only the right to demand and receive cash in return for his Capital Contribution.

ARTICLE IX

ALLOCATIONS OF PROFITS AND LOSSES

9.01 Allocations. Unless otherwise determined in accordance with Section 9.02 hereof, the Company's profits or losses for any fiscal year shall be allocated among the Members in accordance with their respective Membership Interests.

9.02 Special Allocations to Capital Accounts. Notwithstanding Section 9.01 hereof:

(a) No allocations of loss, deduction and/or expenditures described in Section 705(a)(2)(B) of the Code shall be charged to the Capital Account of any Member if such allocation would cause such Member to have a Deficit Capital Account. The amount of the loss, deduction and/or Code Section 705(a)(2)(B) expenditure which would have caused a Member to have a Deficit Capital Account shall instead be charged to the Capital Accounts of any Members which would not have Deficit Capital Accounts as a result of the allocation, in proportion to their respective Capital Contributions, or, if no such Members exist, then to the Members in accordance with their interests in Company profits pursuant to Section 9.01.

(b) In the event any Member unexpectedly receives any adjustments, allocations, or distributions described in Sections 1.704-1(b)(2)(ii)(d)(4), (5), or (6) of the Treasury Regulations, which create or increase a Deficit Capital Account of such Member, then items of Company income or gain (consisting of a pro rata portion of each item of Company income, including gross income, and gain for such year and, if necessary, for subsequent years) shall be specially credited to the Capital Account of such Member in an amount and manner sufficient to eliminate, to the extent required by the Treasury Regulations, the Deficit Capital Account so created as quickly as possible. It is the intent that this Section 9.02(b) be interpreted to comply with the alternate test for economic effect set forth in Section 1.704-1(b)(2)(ii)(d) of the Treasury Regulations.

(c) In the event any Member would have a Deficit Capital Account at the end of any Company taxable year which is in excess of the sum of any amount that such Member is obligated to restore to the Company under Treasury Regulations Section 1.704-1(b)(2)(ii)(c) and such Member's share of minimum gain as defined in Section 1.704-2(g)(1) of the Treasury Regulations, the Capital

Account of such Member shall be specifically credited with items of Membership income (including gross income) and gain in the amount of such excess as quickly as possible.

(d) Notwithstanding any other provision of this Section 9.02, if there is a net decrease in the Company's minimum gain as defined in Treasury Regulation Section 1.704-2(d) during a taxable year of the Company, then, the Capital Accounts of each Member shall be allocated items of income (including gross income) and gain for such year (and if necessary for subsequent years) equal to the Member's share of the net decrease in Company minimum gain. This Section 9.02(d) is intended to comply with the minimum gain chargeback requirement of Section 1.704-2 of the Treasury Regulations and shall be interpreted consistently therewith. If in any taxable year that the Company has a net decrease in the Company's minimum gain, if the minimum gain chargeback requirement would cause a distortion in the economic arrangement among the Members and it is not expected that the Company will have sufficient other income to correct that distortion, the Managers may in their discretion (and shall, if requested to do so by a Member) seek to have the Internal Revenue Service waive the minimum gain chargeback requirement in accordance with Treasury Regulation Section 1.704-2(f)(4).

(e) Items of the Company loss, deduction and expenditures described in Section 705(a)(2)(B) which are attributable to any nonrecourse debt of the Company and are characterized as partner (Member) nonrecourse deductions under Section 1.704-2(i) of the Treasury Regulations shall be allocated to the Member's Capital Accounts in accordance with said Section 1.704-2(i) of the Treasury Regulations.

(f) Beginning in the first taxable year in which there are allocations of "nonrecourse deductions" (as described in Section 1.704-2(b) of the Treasury Regulations) such deductions shall be allocated to the Members in accordance with, and as a part of, the allocations of Company profit or loss for such period.

(g) In accordance with Section 704(c)(1)(A) of the Code and Section 1.704-1(b)(2)(iv)(d)(3) of the Treasury Regulations, if a Member contributes property with a fair market value that differs from its adjusted basis at the time of contribution, income, gain, loss and deductions with respect to the property shall, solely for federal income tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the Company and its fair market value at the time of contribution.

(h) Pursuant to Section 704(c)(1)(B) of the Code, if any contributed property is distributed by the Company other than to the contributing Member within seven years of being contributed, then, except as provided in Section 704(c)(2) of the Code, the contributing Member shall be treated as recognizing gain or loss from the sale of such property in an amount equal to the gain or loss

that that would have been allocated to such Member under Section 704(c)(1)(A) of the Code if the property had been sold at its fair market value at the time of the distribution.

(i) In the case of any distribution by the Company to a Member or Economic Interest Owner, such Member or Economic Interest Owner shall be treated as recognizing gain in an amount equal to the lesser of:

(1) the excess (if any) of (A) the fair market value of the property (other than money) received in the distribution over (B) the adjusted basis of such Member's Membership Interest or Economic Interest Owner's Economic Interest in the Company immediately before the distribution reduced (but not below zero) by the amount of money received in the distribution, or

(2) the Net Precontribution Gain (as defined in Section 737(b) of the Code) of the Member or Economic Interest Owner. The Net Precontribution Gain means the net gain (if any) which would have been recognized by the distributee Member or Economic Interest Owner under Section 704(c)(1)(B) of the Code if all property which (1) had been contributed to the Company within five years of the distribution, and (2) is held by the Company immediately before the distribution, had been distributed by the Company to another Member or Economic Interest Owner. If any portion of the property distributed consists of property which had been contributed by the distributee Member or the Economic Interest Owner to the Company, then such property shall not be taken into account under this Section 9.02(i) and shall not be taken into account in determining the amount of the Net Precontribution Gain. If the property distributed consists of an interest in an entity, the preceding sentence shall not apply to the extent that the value of such interest is attributable to the property contributed to such entity after such interest had been contributed to the Company.

(j) In connection with a Capital Contribution of money or other property (other than a de minimus amount) by a new or existing Member or Economic Interest Owner as consideration for an Economic Interest or Membership Interest, or in connection with the liquidation of the Company or a distribution of money or other property (other than a de minimus amount) by the Company to a retiring Member or Economic Interest Owner as consideration for an Economic Interest or Membership Interest, the Capital Accounts of the Members shall be adjusted to reflect a revaluation of Company property (including intangible assets) in accordance with Treasury Regulation Section 1.704-1(b)(2)(iv)(f). If under Section 1.704-1(b)(2)(iv)(f) of the Treasury Regulations, Company property that has been revalued is properly reflected in Capital Accounts and on the books of the Company at a book value that differs from the adjusted tax basis of such property, then depreciation, depletion, amortization and gain or loss with respect

to such property shall be shared among the Members in a manner that takes account of the variation between the adjusted tax basis of such property and its book value, in the same manner as variations between the adjusted tax basis and fair market value of property contributed to the Company are taken into account in determining the Members' shares of tax items under Section 704(c) of the Code.

(k) All recapture of income tax deductions resulting from sale or disposition of Company property shall be allocated to the Member or Members to whom the deduction that gave rise to such recapture was allocated hereunder to the extent that such Member is allocated any gain from the sale or other disposition of such property.

(l) Any credit or charge to the Capital Accounts of the Members pursuant to Sections 9.02(b), (c) and/or (d) hereof shall be taken into account in computing subsequent allocations of profits and losses pursuant to Section 9.01, so that the net amount of any items charged or credited to Capital Accounts pursuant to Section 9.01 and 9.02 shall to the extent possible, be equal to the net amount that would have been allocated to the Capital Account of each Member pursuant to the provisions of this Article IX if the special allocations required by Sections 9.02(b), (c) and/or (d) hereof had not occurred.

9.03 Other Allocation Rules.

(a) To determine the profits, losses, or any other items allocable to any period, profits, losses and any such other items shall be determined on a daily, monthly, or other basis, as determined by the Managers, using any permissible method under Internal Revenue Code Section 706 and the Regulations thereunder.

(b) The Members are aware of the income tax consequences of the allocations made by this Article IX and hereby agree to be bound by the provisions of this Article IX in reporting their shares of Company income and loss for income tax purposes.

ARTICLE X NONLIQUIDATING DISTRIBUTIONS

10.01 Discretionary Distributions. To the extent that the Company's assets exceed its liabilities (other than liabilities to Members on account of their capital contributions) and to the extent necessary reserves exist as required by Section 10.03, the Company may, with the unanimous approval of the Members, may make nonliquidating distributions of cash or other property to Members from time to time on a pro rata basis in accordance with the Members' respective Membership Interests. All amounts withheld pursuant to the Code or any provisions of state or local tax law with respect to any payment or distribution to the Members from the Company shall be

treated as amounts distributed to the relevant Member or Members pursuant to this Section 10.01.

10.02 Mandatory Tax Distributions. To the extent that the Company's assets exceed its liabilities (other than liabilities to Members on account of their capital contributions), unless otherwise agreed by all Members, the Company shall make nonliquidating distributions of cash to the Members pro rata in accordance with their respective Membership Interests, within two and one-half months after the end of each fiscal year, in an amount estimated to be sufficient to satisfy the Members' respective income tax liabilities resulting from allocations of profits to their Capital Accounts for the immediately preceding fiscal year; provided, however, that the amount of such distributions with respect to any fiscal year may be reduced by the amount of any prior nonliquidating cash distributions made to the Members respecting such fiscal year.

10.03 Limitation Upon Distributions. No distribution shall be declared and paid unless, after the distribution is made, the assets of the Company are in excess of all liabilities of the Company and the Company has a cash reserve in excess of \$25,000.00. The Company's cash reserve shall be determined by cash on hand in the Company's accounts and deducting therefrom all Company accounts payable and liabilities on such date.

10.04 Accounting Principles. The profits and losses of the Company shall be determined in accordance with accounting principles applied on a consistent basis using the accrual method of accounting. It is intended that the Company will elect those accounting methods which provide the Company and the Members with the greatest tax benefits.

10.05 Interest On and Return of Capital Contributions. No Member shall be entitled to interest on its Capital Contribution or to return of its Capital Contribution, except as otherwise specifically provided for herein.

10.06 Accounting Period. The Company's accounting period shall be the calendar year.

10.07 Records, Audits and Reports. At the expense of the Company, the Managers shall maintain records and accounts of all operations and expenditures of the Company. At a minimum, the Company shall keep at its principal place of business the following records:

(a) A copy of the Articles of Organization of the Company and all amendments thereto, together with executed copies of any powers of attorney pursuant to which any amendment has been executed;

(b) Copies of the Company's federal, state, and local income tax returns and reports, if any, for the four most recent years;

(c) Copies of the Company's currently effective written Operating Agreement, copies of any writings permitted or required with respect to a Member's obligation to contribute cash, property or services, and copies of any financial statements of the Company for the three most recent years;

(d) Minutes of every annual, special and court-ordered meeting;

(e) Any written consents obtained from Members for actions taken by Members without a meeting.

10.08 Returns and Other Elections. The Managers shall cause the preparation and timely filing of all tax returns required to be filed by the Company pursuant to the Code and all other tax returns deemed necessary and required in each jurisdiction in which the Company does business. Copies of such returns, or pertinent information therefrom, shall be furnished to the Members within a reasonable time after the end of the Company's fiscal year. The Managers shall timely file with the Nebraska Department of Revenue the Company's annual Nebraska return. All elections permitted to be made by the Company under federal or state laws shall be unanimously agreed to by the Managers.

ARTICLE XI

RESTRICTIONS ON TRANSFER

11.01 Transfers Generally. No Member may transfer or assign by contract or operation of law all or any portion of the Member's interest in the Company to any person not then a Member in the Company without the prior written consent of all other Members. If a Member in the Company does not obtain the prior written consent of all other Members of the Company to the transfer or assignment by contract or operation of law of all or any portion of such transferring Member's interest in the Company to a non-Member transferee, then even if the transfer is otherwise permitted by law, such transferee shall have no right to participate in the management of the Company or to become a Member of the Company. In such event, the non-Member transferee shall only be entitled to receive the share of the Company's profits or other compensation by way of income allocable to the transferred interest and the return of any capital contributions to which the transferring Member would otherwise have been entitled with respect to the transferred interest. Any Member of the Company may in such Member's sole discretion withhold consent to any such transfer or assignment. Nothing set forth in this Article XI is intended to alter the requirement in Section 12.01 that the Company shall dissolve and commence winding up and liquidating upon the occurrence of the Liquidating Event.

11.02 Absolute Prohibition. Notwithstanding any other provision in this Article XI, the Membership Interest of a Member, in whole or in part, or any rights to distributions therefrom, shall not be sold, exchanged, conveyed, assigned, pledged, hypothecated, subjected to a security interest or otherwise transferred or encumbered if, as a result, the Company would be terminated for federal income tax purposes in the

opinion of attorneys for the Company or such action would, in the opinion of Company attorneys, result in violation of federal or state securities laws.

11.03 Members Acquiring Membership Interest from Company. No Person, other than Reed, shall be admitted as a Member of the Company, except upon unanimous written consent of the Members.

11.04 Resignation. No Member shall resign from the Company except upon unanimous written consent of the Members. Any attempted resignation without such consent shall be ineffective.

ARTICLE XII

DISSOLUTION AND WINDING UP

12.01 Dissolution.

(a) The Company shall be dissolved upon the occurrence of any of the following events (each a "Liquidating Event"):

(i) by the unanimous written agreement of all Members; or

(ii) upon the death, retirement, resignation, expulsion, bankruptcy or dissolution of the last Member or occurrence of any other event which terminates the continued membership of the last Member in the Company.

(b) Notwithstanding anything to the contrary in this Operating Agreement, if a Member or Members owning Capital Interests which in the aggregate constitute not less than two-thirds of the Capital Interests vote to dissolve the Company at a meeting of the Company, then all of the Members shall agree in writing to dissolve the Company as soon as possible (but in any event not more than 10 days) thereafter.

(c) As soon as possible following the occurrence of any of the events specified in this Section 12.01 effecting the dissolution of the Company, the appropriate representative of the Company shall execute a statement of intent to dissolve in such form as shall be prescribed by the Nebraska Secretary of State and file same with the Nebraska Secretary of State's office.

(d) If a Member who is an individual dies or a court of competent jurisdiction adjudges him to be incompetent to manage his person or his property, the Member's executor, administrator, guardian, conservator, or other legal representative may exercise all of the Member's rights for the purpose of settling his estate or administering his property.

(e) Except as expressly permitted in this Operating Agreement, a Member shall not voluntarily resign or take any other voluntary action which directly causes a Withdrawal Event. Unless otherwise approved by members owning a Majority Interest, a Member who resigns (a "Resigning Member") or whose Membership Interest is otherwise terminated by virtue of a Withdrawal Event, regardless of whether such Withdrawal Event was the result of a voluntary act by such Member, shall not be entitled to receive any distributions to which such Member would not have been entitled had such Member remained a Member. Except as otherwise expressly provided herein, a Resigning Member shall become an Economic Interest Owner. Damages for breach of this Section 12.01(e) shall be monetary damages only (and not specific performance), and such damages may be offset against distributions by the Company to which the Resigning Member would otherwise be entitled.

12.02 Effect of Filing of Dissolving Statement. Upon the filing by the Nebraska Secretary of State of a statement of intent to dissolve, the Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but its separate existence shall continue until a certificate of dissolution has been issued by the Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

12.03 Winding Up, Liquidation and Distribution of Assets.

(a) Upon dissolution, an accounting shall be made by the Company's independent accountants of the accounts of the Company and of the Company's assets, liabilities and operations, from the date of the last previous accounting until the date of dissolution. The Manager(s) shall immediately proceed to wind up the affairs of the Company.

(b) If the Company is dissolved and its affairs are to be wound up, the Manager(s) shall:

(i) Sell or otherwise liquidate all of the Company's assets as promptly as practicable (except to the extent the Manager(s) may determine to distribute any assets to the Members in kind),

(ii) Allocate any profit or loss resulting from such sales to the Members' and Economic Interest Owners' Capital Accounts in accordance with Article IX hereof,

(iii) Discharge all liabilities of the Company, including liabilities to Members and Economic Interest Owners who are creditors, to the extent otherwise permitted by law, other than liabilities to Members and Economic Interest Owners for distributions, and establish such Reserves as may be reasonably necessary to provide for contingencies and foreseeable liabilities of the Company (for purposes of determining the

Capital Accounts of the Members and Economic Interest Owners, the amounts of such Reserves shall be deemed to be an expense of the Company),

(iv) Distribute the remaining assets in the following order:

(1) If any assets of the Company are to be distributed in kind, the net fair market value of such assets as of the date of dissolution shall be determined by independent appraisal or by agreement of the Members. Such assets shall be deemed to have been sold as of the date of dissolution for their fair market value, and the Capital Accounts of the Members and Economic Interest Owners shall be adjusted pursuant to the provisions of Article IX and Section 8.01 of this Operating Agreement to reflect such deemed sale.

(2) The positive balance (if any) of each Member's and Economic Interest Owner's Capital Account (as determined after taking into account all Capital Account adjustments for the Company's taxable year during which the liquidation occurs) shall be distributed to the Members, either in cash or in kind, as determined by the Manager(s), with any assets distributed in kind being valued for this purpose at their fair market value as determined pursuant to Section 12.03(b)(1). Any such distributions to the Members in respect of their Capital Accounts shall be made in accordance with the time requirements set forth in Section 1.704-1(b)(2)(ii)(b)(2) of the Treasury Regulations.

(c) Notwithstanding anything to the contrary in this Operating Agreement, upon a liquidation within the meaning of Section 1.704-1(b)(2)(ii)(g) of the Treasury Regulations, if any Member has a Deficit Capital Account (after giving effect to all contributions, distributions, allocations and other Capital Account adjustments for all taxable years, including the year during which such liquidation occurs), such Member shall have no obligation to make any Capital Contribution, and the negative balance of such Member's Capital Account shall not be considered a debt owed by such Member to the Company or to any other Person for any purpose whatsoever.

(d) Upon completion of the winding up, liquidation and distribution of the assets, the Company shall be deemed terminated.

(e) The Manager(s) shall comply with any applicable requirements of applicable law pertaining to the winding up of the affairs of the Company and the final distribution of its assets.

12.04 Articles of Dissolution. When all debts, liabilities and obligations have been paid and discharged or adequate provisions have been made therefore and all of the remaining property and assets have been distributed to the Members, articles of dissolution shall be executed in duplicate and verified by the person signing the articles, which articles shall set forth the information required by the Nebraska Act. Duplicate originals of such articles of dissolution shall be delivered to the Nebraska Secretary of State.

12.05 Certificate of Dissolution. Upon the issuance of the certificate of dissolution, the existence of the Company shall cease, except for the purpose of suits, other proceedings and appropriate action as provided in the Nebraska Act. The Manager(s) shall have authority to distribute any Company property discovered after dissolution, convey real estate and take such other action as may be necessary on behalf of and in the name of the Company.

12.06 Return of Contribution Nonrecourse to Other Members. Except as otherwise provided by law or as expressly provided in this Operating Agreement, upon dissolution, each Member shall look solely to the assets of the Company for the return of its Capital Contribution. If the Company property remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return the cash contributed of one or more Members, such Member or Members shall have no recourse against any other Member.

ARTICLE XIII **MISCELLANEOUS PROVISIONS**

13.01 Notices. Any notice, demand, or communication required or permitted to be given by any provision of this Operating Agreement shall be deemed to have been sufficiently given or served for all purposes if delivered personally to the party or to an executive officer of the party to whom the same is directed or, if sent by registered or certified mail, postage and charges prepaid, addressed to the Member's and/or Company's address, as appropriate, which is set forth in this Operating Agreement. Except as otherwise provided herein, any such notice shall be deemed to be given three business days after the date on which the same was deposited in a regularly maintained receptacle for the deposit of United States mail, addressed and sent as aforesaid.

13.02 Books of Account and Records. Proper and complete records and books of account shall be kept or shall be caused to be kept by the Managers in which shall be entered fully and accurately all transactions and other matters relating to the Company's business in such detail and completeness as is customary and usual for business of the type engaged by the Company. Such books and records shall be maintained as provided in Section 10.04. The books and records shall at all times at a minimum be maintained at the principal executive office of the Company or any additional locations deemed necessary by the managers and shall be open to the reasonable inspection and examination of the Members, Economic Interest Owners or their duly authorized

representatives during reasonable business hours. Monthly financial statements shall be completed by the twentieth (20th) day of the following month.

13.03 Application of Nebraska Law. This Operating Agreement, and the application or interpretation hereof, shall be governed exclusively by its terms and by the laws of the State of Nebraska, and specifically the Nebraska Act.

13.04 Waiver and Action for Partition. Each Member and Economic Interest Owner irrevocably waives during the term of the Company any right that it may have to maintain any action for partition with respect to the property of the Company.

13.05 Amendments. This Operating Agreement may not be amended except by the unanimous agreement of all of the Members.

13.6 Execution of Additional Instruments. Each Member hereby agrees to execute such other and further statements of interest and holdings, designations, powers of attorney and other instruments necessary to comply with any laws, rules or regulations.

13.7 Construction. Whenever the singular number is used in this Operating Agreement and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa.

13.8 Headings. The headings in this Operating Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Operating Agreement or any provision hereof.

13.9 Waivers. The failure of any party to seek redress for violation of or insist upon the strict performance of any covenant or condition of this Operating Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

13.10 Right and Remedies Cumulative. The rights and remedies provided by this Operating Agreement are cumulative and the use of any right or remedy by any party shall not preclude or waive the right to use any or all other remedies, said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

13.11 Severability. If any provision of this Operating Agreement or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Operating Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

13.12 Heirs, Successors and Assigns. Each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Operating Agreement, their respective heirs, legal representatives, successors and assigns.

13.13 Creditors. None of the provisions of this Operating Agreement shall be for the benefit of or enforceable by any creditors of the Company.

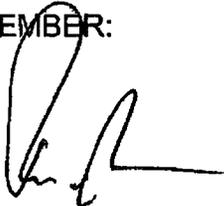
13.14 Counterparts. This Operating Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

THE MEMBERSHIP INTERESTS ISSUED BY THE COMPANY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT") OR ANY APPLICABLE STATE SECURITIES LAWS. SUCH MEMBERSHIP INTERESTS ARE BEING OFFERED AND SOLD PURSUANT TO AN EXEMPTION UNDER THE SECURITIES ACT AND/OR PURSUANT TO REGULATION D OF THE SECURITIES AND EXCHANGE COMMISSION. BECAUSE THE MEMBERSHIP INTEREST HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OR UNDER THE SECURITIES LAWS OF ANY STATE, THEY CANNOT BE SOLD UNLESS THEY ARE SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE. THERE IS NO OBLIGATION OF THE COMPANY TO REGISTER THE MEMBERSHIP INTERESTS UNDER THE SECURITIES ACT OR UNDER THE SECURITIES LAWS OF ANY STATE.

ARTICLE XI OF THIS AGREEMENT PROVIDES FOR FURTHER RESTRICTIONS ON TRANSFER OF A MEMBER'S INTERESTS IN THE COMPANY.

IN WITNESS WHEREOF, this Agreement is effective the 20 day of August, 2012.

MEMBER:



Patrick W. Reed

EXHIBIT A
MEMBER OF PWR & DWD RENTAL PROPERTIES, LLC

Patrick W. Reed

EXHIBIT B

INITIAL CAPITAL CONTRIBUTION

<u>Member</u>	<u>Property Contributed</u>	<u>Agreed Value</u>	<u>Initial Percentage Interest</u>
Patrick W. Reed	Cash	\$1,000.00	100%

MANAGER APPLICATION FORM 103

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

License
Class: _____

License Number: _____



MANAGER MUST:

- Be at least 21-years of age
- Complete all sections of the application.
- Form must be signed by a **member or corporate officer**
- Include Form 147 –Fingerprints are required
- Provide a copy of one of the following: US birth certificate, US Passport, naturalization papers OR legal resident documentation
- Be a resident of the state of Nebraska and if an US citizen be a registered voter in the State of Nebraska
- Spouse who **will** participate in the business, the spouse must meet the same requirements as the manager applicant:

Spouse who **will not** participate in the business

- Complete the Spousal Affidavit of Non Participation (Form 116). **Be sure to complete both halves of this form.**

CORPORATION/LLC INFORMATION

Name of Corporation/LLC: PWR & DWD Rental Properties, LLC

PREMISES INFORMATION

Premises Trade Name/DBA: Old Main Bar & Grill

Premises Street Address: 1103 Main Ave.

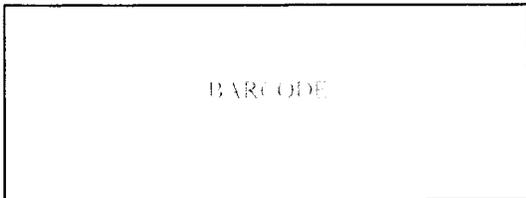
City: Crete County: Saline Zip Code: 68333-2259

Premises Phone Number: 402-418-7101

Premises Email address: Pat@CapitalTower.com

SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER

The individual whose name is listed as a corporate officer or managing member as reported or listed with the Commission.



MANAGER INFORMATION

Last Name: Reed First Name: Patrick MI: W

Home Address: 1605 Denton Rd.

City: Pleasant Dale County: Seward Zip Code: 68423-9088

Home Phone Number: 402-890-4261

Driver's License Number: 

Social Security Number: 5 

Date of Birth:  Place of Birth: Omaha, Ne

Email address: Pat@CapitalTower.com

Are you married? If yes, complete spouse information (even if spouse is deceased or absent)

YES NO

Spouse's information

Spouses Last Name: Reed First Name: Marcie MI: J *X spouse*

Social Security Number: 

Driver's License Number: 

Date of Birth:  Place of Birth: Hastings, NE

APPLICANT'S SPOUSE MUST LIST RESIDENCE(S) FOR THE PAST TEN (10) YEARS

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
1605 Denton Rd. Pleasant Dale, NE 68423	2019	Current			
1045 182nd Pleasant Dale, NE 68423	2000	2019			

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
1992	Current	Capital Tower & Communications, Inc.	Owner	402-786-3333

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

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

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

YES NO

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

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition
Patrick W. Reed	09/1999	Lincoln, NE	DUI	Guilty. 1 Year Probation
				60 Days No Driving
Patrick W. Reed	07/2008	Seward, NE	DUI	Guilty. 9 mo. Probation

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

YES NO

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

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

YES NO

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

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)

*For list of NLCC Certified Training Programs see [training](#)

Experience:

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

5. Have you enclosed Form 147 regarding fingerprints?

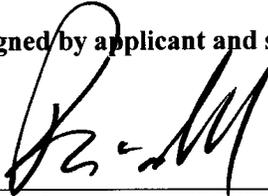
YES NO

SIGNATURE PAGE – PLEASE READ CAREFULLY

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

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

Must be signed by applicant and spouse.



Signature of APPLICANT

Patrick W. Reed

Printed Name of APPLICANT



Signature of SPOUSE

Marcie J. Reed

Printed Name of SPOUSE

**SPOUSAL AFFIDAVIT OF
NON PARTICIPATION INSERT**

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



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

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

Marcie J Reed

Signature of **NON-PARTICIPATING SPOUSE**

Marcie J. Reed

Print Name

Patrick W Reed

Signature of **APPLICANT**

Patrick W. Reed

Print Name

State of Nebraska, County of Lancaster

State of Nebraska, County of Lancaster

The foregoing instrument was acknowledged before me
this 10th Day of May, 2023 (date)

The foregoing instrument was acknowledged before me
this 10th Day of May, 2023 (date)

by Marcie J. Reed

by Patrick W. Reed

Name of person acknowledged
(Individual signing document)

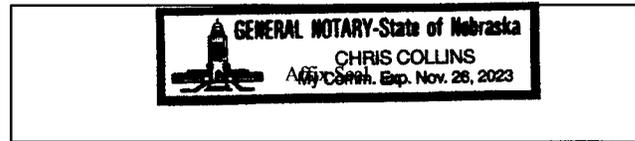
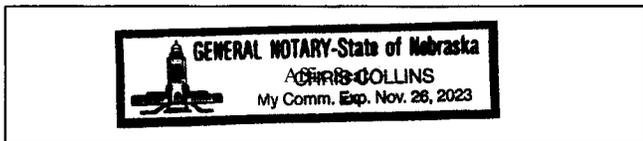
Name of person acknowledged
(Individual signing document)

Chris Collins

Chris Collins

Notary Public Signature

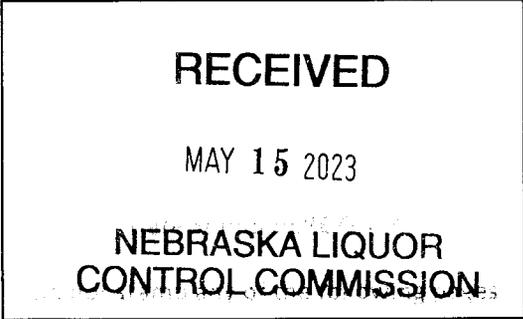
Notary Public Signature



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

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

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



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

- **FAILURE TO FILE FINGERPRINT CARDS AND PAY THE REQUIRED FEE TO THE NEBRASKA STATE PATROL WILL DELAY THE ISSUANCE OF YOUR LIQUOR LICENSE**
- Fee payment of **\$45.25 per person** **MUST** be made **DIRECTLY** to the Nebraska State Patrol;
It is recommended to make payment through the **NSP PayPort** online system at www.ne.gov/go/nsp
Or a check made payable to **NSP** can be mailed directly to the following address:
*****Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License*****
The Nebraska State Patrol – CID Division
4600 Innovation Drive
Lincoln, NE 68521
- Fingerprints taken at NSP LIVESCAN locations will be forwarded to NSP – CID
Applicant(s) will not have cards to include with license application.
- Fingerprints taken at local law enforcement offices may be released to the applicants;
Fingerprint cards should be submitted with the application.

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

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

Trade Name Old Main Bar & Grill

Name of Person Being Fingerprinted: Patrick W. Reed

Date of Birth: [REDACTED]

Date fingerprints were taken: 05/09/2023

Location where fingerprints were taken: Saline County Sheriff's Office

How was payment made to NSP?

NSP PAYPORT CASH CHECK SENT TO NSP CK # _____

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

[Signature]
SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

TO THE PEOPLE

*Of the United States
in Order to afford a more uniform
mode for communication between
the several States and cities
and to enable and protect them
from the United States of America*



SIGNATURE OF BEARER / SIGNATURE DU TITULAIRE / FIRMA DEL TITULAR

PASSPORT
PASSEPORT
PASAPORTE

UNITED STATES OF AMERICA

Surname / Nom

REED

Given Names / Prénoms / Nombres

PATRICK WILLIAM

Citizenship / Nationalité / Nacionalidad

UNITED STATES OF AMERICA

Date of birth / Date de naissance / Fecha de nacimiento

15 OCT 1970

Place of birth / Lieu de naissance / Lugar de nacimiento

NEBRASKA U.S.A.

Date of issue / Date de délivrance / Fecha de expedición

01 APR 1971

Place of issue / Lieu de délivrance / Lugar de expedición

Washington, D.C. U.S.A.

Expiry date / Validité / Vigencia

SEE PAGE 10



P<USAPASD<<PATRICK<WILLIAM<REED<15<OCT<1970<NEBRASKA<U.S.A.<01<APR<1971<WASHINGTON<D.C.<U.S.A.<SEE<PAGE<10<



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

Patrick W Reed

Political Party
Republican

Precinct
1 Precinct - Pleasant Dale

Election Details

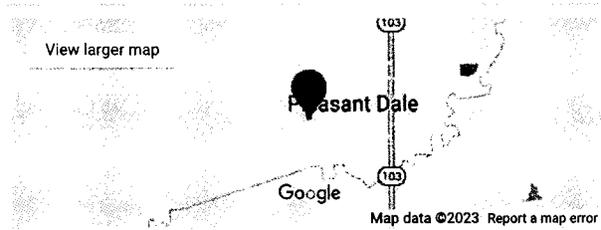
11/08/2022 2022 General Election ▼

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

Polling Location

Pleasant Dale Community Hall

📍 Ash St. Pleasant Dale, NE 68423



Ballot Styles

1 06

Districts

Show ▼

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PAYPORT

NEBRASKA.GOV

PURCHASE RECEIPT

Nebraska State Patrol - Criminal Identification Division

4600 Innovation Drive
Lincoln NE 68521
(402)479-4971
nsp.criminalident@nebraska.gov
OTC Local Ref ID: 82217962
5/10/2023 01:55 PM

THANK YOU FOR USING THE NEBRASKA STATE PATROL PAYPORT SERVICE

Status: **APPROVED**
Customer Name: Chris Collins
Type: Visa
Credit Card Number: **** * 5386

Items	Quantity	TPE Order ID	Total Amount
Liquor License	1	78312764	\$45.25
Applicant Name: Patrick W. Reed			
Date of Birth: [REDACTED]			
Last four of Social Security Number: [REDACTED]			
Total remitted to the Nebraska State Patrol - Criminal Identification Division			\$45.25
Total Amount Charged			\$46.38

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

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



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- Fee payment of \$45.25 per person **MUST** be made **DIRECTLY** to the Nebraska State Patrol;
It is recommended to make payment through the NSP PayPort online system at www.ne.gov/go/nsp
Or a check made payable to **NSP** can be mailed directly to the following address:
*****Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License*****
The Nebraska State Patrol – CID Division
4600 Innovation Drive
Lincoln, NE 68521
- Fingerprints taken at NSP LIVESCAN locations will be forwarded to NSP – CID
Applicant(s) will not have cards to include with license application.
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Fingerprint cards should be submitted with the application.

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

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

Trade Name Old Main Bar & Grill

Name of Person Being Fingerprinted: Gregory D. Mach

Date of Birth: [REDACTED]

Date fingerprints were taken: 5-5-23

Location where fingerprints were taken: Saline County

How was payment made to NSP?

NSP PAYPORT CASH CHECK SENT TO NSP CK # _____

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

J. Mach
SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

STATE OF NEBRASKA

WHEN THIS COPY CARRIES THE RAISED SEAL OF THE NEBRASKA HEALTH AND HUMAN SERVICES SYSTEM, IT CERTIFIES THE BELOW TO BE A TRUE COPY OF THE ORIGINAL RECORD ON FILE WITH THE NEBRASKA HEALTH AND HUMAN SERVICES SYSTEM, VITAL STATISTICS SECTION, WHICH IS THE LEGAL DEPOSITORY FOR VITAL RECORDS.

DATE OF ISSUANCE

11/03/2006

LINCOLN, NEBRASKA

Stanley S. Cooper
STANLEY S. COOPER
ASSISTANT STATE REGISTRAR
HEALTH AND HUMAN SERVICES

STATE OF NEBRASKA - DEPARTMENT OF HEALTH AND HUMAN SERVICES
Bureau of Vital Statistics
CERTIFICATE OF LIVE BIRTH

15-01683

FULL NAME: Gregory Dean

SEX: Male MARRIAGE STATUS: Single

CITY, TOWN, OR LOCATION OF BIRTH: Crete

MOTHER - MARDEN NAME: Carol

EVIDENCE - STATE: Nebraska

FATHER - NAME: [Illegible]

11/3/2006



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

Gregory D Mach

Political Party
Democratic

Precinct
I Precinct - Pleasant Dale

Election Details

11/08/2022 2022 General Election

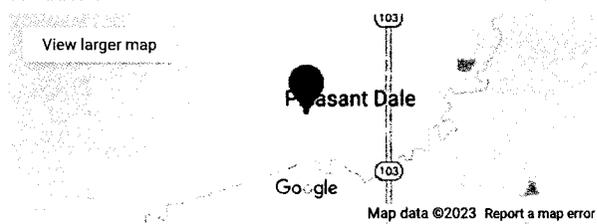


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Polling Location

Pleasant Dale Community Hall

Ash St. Pleasant Dale, NE 68423



Ballot Styles

I 07

Districts

Show

PAYPORT

NEBRASKA.GOV

PURCHASE RECEIPT

Nebraska State Patrol - Criminal Identification Division

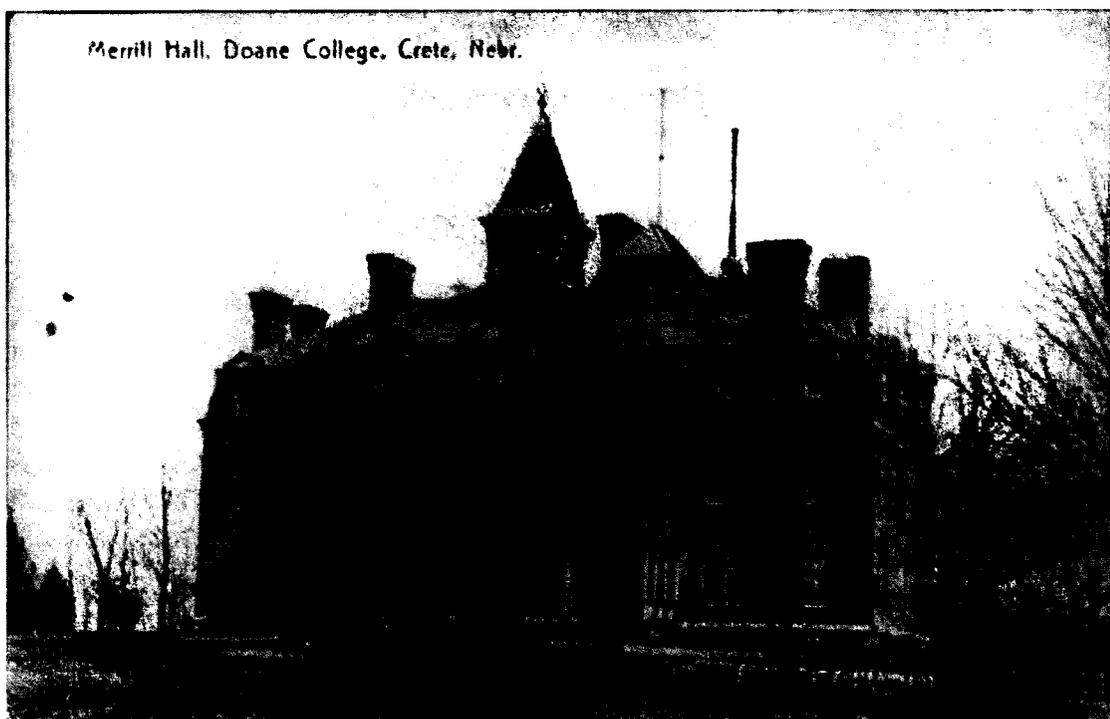
4600 Innovation Drive
Lincoln NE 68521
(402)479-4971
nsp.criminalident@nebraska.gov
OTC Local Ref ID: 82218622
5/10/2023 01:58 PM

THANK YOU FOR USING THE NEBRASKA STATE PATROL PAYPORT SERVICE

Status: **APPROVED**
Customer Name: Chris Collins
Type: Visa
Credit Card Number: **** * 5386

Items	Quantity	TPE Order ID	Total Amount
Liquor License	1	78312556	\$45.25
Applicant Name: Gregory D. Mach			
Date of Birth: [REDACTED]			
Last four of Social Security Number: [REDACTED]			
Total remitted to the Nebraska State Patrol - Criminal Identification Division			\$45.25
Total Amount Charged			\$46.38

Old Main Bar and Grill





Old Main Bar and Grill

1103 Main Ave.

Crete, Ne 68333

Gregory Mach, Manager

(402)826-0148

Gregorymach91@hotmail.com

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The undersigned reader of **Old Main's** Business Plan hereby acknowledges that the information provided is completely confidential and therefore the reader agrees not to disclose anything found in the business plan without the express written consent of **Gregory Mach.**

It is also acknowledged by the reader that the information to be furnished in this business plan is in all aspects confidential in nature, other than information that is in the public domain through other means and that any disclosure or use of the same by the reader may cause serious harm and or damage to **Old Main.**

Upon request this business plan document will be immediately returned to **Gregory Mach.**

Signature

Name (typed or printed)

Date

This business plan does not imply an offering of securities.



Company Structure

Overview

Legal Structure

The legal structure of the **Old Main Bar and Grill** is a limited liability company.

Founded

May 2023

Ownership

The Company is owned by:

Patrick Reed: 51%

Gregory Mach: 49%

Location

1103 Main Ave. Crete Nebraska

Mission

Old Main Bar and Grill will be a great place to eat, combining an intriguing atmosphere with excellent, interesting food. The mission is not only to have great tasting food, but have efficient and friendly service because customer satisfaction is paramount. We want to be the restaurant choice for all families.

Vision

To make a difference in our community by bring diverse food into the area and giving back to the community in which we serve.

Hours of operation

Sunday through Thursday 11:00 to 23:00

Friday and Saturday 11:00 to 02:00



Company Summary

Company Description

Old Main offers fine American Cuisine and Pizzas.

Old Main intends to cater a wide group of people. **Old Main** wants everyone to feel welcome and relaxed in a quiet atmosphere with a wide and varied menu. The Company goal is to have something for everyone on the menu.

The downtown setting will be a great atmosphere for the local crowds. The service will be very friendly and fast. The establishment will hire the best people available, training, motivating, and encourage them, and thereby retaining the friendliest most efficient staff possible. The management team is comprised of individuals whose backgrounds consist of 20 years experience in food, restaurant, catering, management, and customer service. Catering will be a major part of the business. Now customers can leave it to **Old Main** to get the finest, most memorable party or food ever. The establishment will be offering high-quality service and excellent food.

Menu

The menu will be inspired using quintessential Nebraskan fare, with specialties like locally sourced beef. The establishment will also have daily specials. Adding value will be an interesting dessert menu with specialties every day. The menu will change every 3-4 months but we will keep the favorites. Prices will be competitive with other restaurants in the area. However, it is the strategy of **Old Main** to give a perception of higher value than its competitors, through its food, service and entertainment.

Revenue: Pricing and Profitability

The restaurant will make money from the sale of food, beverages, alcohol, desserts, catering, and take-out. Prices will be competitive with other upscale restaurants in the area

Pricing

- Meal Price range from \$12 – \$35
- Average lunch price: \$15
- Average dinner price: \$25

The dining room will have a seating capacity of 87 seats as well as additional outside seating.

The goal of the establishment is to have 125 customers per day with an average ticket of 25 over the next 12 months, which will result in estimated revenue of \$1,125,000.



Keys to Success

- The creation of a unique and innovative fine dining atmosphere will differentiate us from the competition. The restaurant will stand out from the other restaurants in the area because of the design and decor.
- Food product quality, not only great food but great service and atmosphere.
- The menu will appeal to a wide and varied customer base.
- Controlling costs at all times.

Competition & Competitive Advantages

Competition

Competition in the local area is somewhat sparse and does not provide nearly the level of product quality and customer service customers are looking for a high-quality product in a relaxing atmosphere. They desire a unique, high-quality experience.

Old Main faces competition from the following companies:

- *Christina's – Mexican Cuisine*
- *9th street grill – An American fare restaurant with short hours.*
- *Pizza Hut– A chain pizza restaurant.*

Competitive Advantages

Old Main will have several competitive advantages including:

- *Location with ample parking*
- *Type of Food*
- *Quality Ingredients*
- *Friendly staff*
- *More variety than any of the closest competitors*



- *Appropriate and ample hours of operation*
- *Competitive pricing*

Marketing Strategy

The strategy is simple, **Old Main** intends to succeed by giving people excellent food in an environment that appeals to a varied group of people. **Old Main** will focus on maintaining quality and establishing a strong identity in the area. The main focus in marketing will be to increase customer awareness in the surrounding area. **Old Main** will direct all of our marketing efforts toward the goal of explaining who **Old Main** is and what **Old Main** does. **Old Main** will keep our standards high and execute the concept so that word-of-mouth will be the main marketing force.

Old Main will create an appealing and entertaining environment with quality at a competitive pricing. An exciting new restaurant, **Old Main** will be talked about. Therefore, the execution of our concept is the most critical element of this plan. All menu items are competitively priced for the area. While the company is not striving to be the lowest-priced restaurant, **Old Main** is aiming to be the value leader in Crete.

Marketing

Old Main utilizes several marketing methods include the following:

- **Advertising**
- **Website Design**
- **Social Media Campaigns**

Web Plan

Old Main will have a website.

URL: www.oldmaingrill.com

Old Main understands the importance of a website and online menu.

It will be the virtual business card and portfolio for the company, simple, classy, and well designed. The site will offer the menus, prices, reviews, and happenings at **Old Main**. **Old Main** will also have a social media account to get new customers interested in the restaurant food. Customers will also be able to send us an E-mail or book catering orders online.

Sales Strategy

The sales plan is to establish and maintain position with the local customers. The strategy is to build more customers in order to increase revenue and repeat business. The



company will focus on making all customers happy with the food, beverage, and service options.

Old Main will have an experienced staff that knows the food and menu inside and out. The company will train every new employee.

Positioning

Old Main takes the position that its primary role in the marketplace is being a provider of top quality, American food restaurant everyday people. This is how **Old Main** will distinguish itself in the marketplace. The company wants the target customers to think about **Old Main** whenever people think about the best place for American food. The company wants them to choose **Old Main** because people associate it with quality.

Pricing

Old Main seeks a balance between quality of offering, price, and the value that may be derived from the competition. The company believes it offers the best balance of these aspects in the minds of the target customers. Ultimately, the company wants to ensure that all of the target customers equate **Old Main** with great value.



THIS IS A LEGALLY BINDING AGREEMENT. IF NOT UNDERSTOOD, SEEK LEGAL ADVICE. The REALTOR® negotiating this Agreement is a member of the Nebraska REALTORS® Association and as such is governed by its Code of Ethics and Rules and Regulations.



COMMERCIAL PURCHASE AGREEMENT

RE/MAX Home, Farm & Ranch - NP 422 N Dewey Street, North Platte, NE 69101 April 5, 2023
(Firm and address) (date)

Agency Confirmation: The following agency relationship(s) are hereby confirmed for this transaction.

Agent: Lea Reece
of RE/MAX Home, Farm & Ranch - NP (company)
(308) 530-8085 (agent's cell)

Is the agent of: [] Seller exclusively [x] Buyer exclusively [] both the Buyer and Seller (Limited Dual Agent)

Agent: Elle's on Main LLC
of Elle's on Main (ESBO owner) (company)
(agent's cell)

Is the agent of: [x] Seller exclusively [] Buyer exclusively [] both the Buyer and Seller (Limited Dual Agent)

The undersigned, as Buyer, agrees to purchase the following property on the following terms:

- 1. Address: 1103 Main Ave, Crete, NE 68333
2. Legal Description: CRETE CITY S24' LOT 6 & 6'X120' PT OF ST BLK 16, Crete, Saline County, NE and Crete City South 1/2 of Lot 5 & North 18' of Lot 6 Blk 16, Crete, Saline County, NE (Property)

3. Personal Property. [x] If checked, the purchase price includes all furniture and furnishings and any other personal property owned by Seller and used in the operation of the property per attached signed inventory, receipt of which is hereby acknowledged. The inventory is hereby made an integral part of this Agreement upon its execution by both parties. Said personal property is to be transferred by Bill of Sale in favor of Buyer at closing.

Including all fixtures and equipment permanently attached to Property owned by Seller provided Seller has a marketable title in fee simple. The only personal property included is as follows: Please see attached list

4. Price. Buyer agrees to pay \$160,000.00, allocated \$100,000.00 for land and buildings and \$60,000.00 for the personal property, on the following terms: an earnest money deposit of \$1,000.00 at this time as shown by the receipt herein. If paid by check, it will be cashed. If the selling broker is other than the listing broker the earnest money will be transferred to the listing broker upon acceptance. All monies shall be deposited in a trust account, to be held until the time of closing or until transferred to an escrow agent by Agreement of Buyer and Seller. Balance to be paid as shown in the following Paragraph(s) # A:

A. Cash at Closing - No Financing Being Required: Balance of \$159,000.00 shall be paid in cash, or by certified or cashier's check at time of closing. Buyer to provide Seller a letter from a government regulated depository showing evidence of said funds within 10 calendar days of acceptance of this offer or this offer shall be null and void with the earnest money forfeited to the Seller.

B. Conditional Upon Loan: Balance of \$ shall be paid in cash, or certified or cashier's check at time of delivery of deed, contingent upon Buyer's ability to obtain a loan, to be secured by first mortgage or deed of trust, on above described Property in the amount of \$ on the following terms: initial interest not exceeding % per annum; amortized over not less than years; points not to exceed . Loan origination and all service fees shall be

Seller: [Signature] / Buyer: [Signature]
Date: 4/14/2023 Date: 4/14/2023

paid by Buyer. Buyer agrees to make application for the loan within _____ days of acceptance of this offer, sign all papers, pay all costs, except as provided herein, and to establish escrow reserves for taxes and insurance if required by Lender. If processing of the application has not been completed by the lending agency by the closing date stated elsewhere in this Agreement, such time limit shall be automatically extended until the lending agency has, in the normal course of its business, advised either approval or rejection. Seller may cancel this Agreement any time after _____ unless Buyer shall have previously provided to Seller a copy of Buyer's written, non-contingent loan approval from a government regulated lender.

5. **Title.** Seller agrees to convey marketable title to Buyer by warranty deed or none other free and clear of all liens, encumbrances, special assessments levied or assessed and subject to all easements and restrictions or covenants now of record. Buyer shall be furnished a current title insurance commitment before closing and a title insurance policy insuring good and marketable title. The cost of the title insurance shall be paid as follows:

- Title Insurance policy paid by: (select one) Seller Buyer Divided equally
- Lenders Policy paid by: (select one) Seller Buyer Divided equally
- Endorsements paid by: (select one) Seller Buyer Divided equally

6. **Real Estate Taxes/Prorations.** Seller shall pay all taxes to and including closing date (date). Taxes for the calendar year 2023, together with interest, rents, prepaid services, and other expenses of the property, if any, shall be prorated to the date of possession/closing. Taxes shall be prorated on the basis of the county assessor's valuation at the date of closing and the most recently certified mill levy.

7. **Compliance with Law.** Seller shall comply with all federal, state and local laws applicable to the sale or transfer of the property, including but not limited to installing smoke detectors or providing inspections.

8. **Maintenance/Repairs/Replacements, Cost to Seller.** Seller agrees to maintain the property in its condition on the date hereof until initial delivery of possession which maintenance shall include, but not be limited to, the building, lawn, parking lot, heating, air conditioning, water heater, sewer, plumbing, electrical system, and any appliances.

9. **Due Diligence.** This agreement is contingent upon Buyers satisfaction of the property after the opportunity for inspections. Buyer, or any designee, at Buyer's expense (or as otherwise agreed), shall have the right to any inspections desired of the real estate and personal property to be sold hereunder on or before April 25, 2023 (date) (the "inspection deadline"). Buyer shall give written notice to the Seller of any unsatisfactory conditions of the property or rescission of this agreement on or before 10 days after the inspection deadline (the "rescission deadline"). If the Buyer fails to notify the Seller of any unsatisfactory conditions or rescission by such deadline, Buyer agrees to accept the property in its condition on the inspection deadline. If such a notice of unsatisfactory condition is received by the Seller as set forth above, this Agreement shall terminate 5 days after the rescission deadline (the "settlement deadline") unless Seller and Buyer have agreed to a settlement in writing or Buyer has waived such condition in writing.

If checked, Buyer requests a termite and wood destroying insect inspection of the property and all buildings thereon at Buyer's expense. Should evidence of termites or wood destroying insects be found, the property shall be treated at Seller's expense by a commercially licensed applicator who has met the certification requirement of the Nebraska Pesticide Act for treatment of termites and wood destroying insects. Buyer agrees to accept the treated property. If visible evidence of previously treated infestation, which is now inactive, is found, treatment shall not be required. Should damage from such insects be found, the damage shall be corrected at Seller's expense. However, if the cost required for repairs exceeds 1% of the purchase price, either Seller or Buyer may rescind this Agreement.

10. **Utilities.** Seller agrees to have the following utilities turned on, if not currently on, for inspections and/or appraisal.
 Electric Gas Water Other _____

11. **Access to Property.** Seller shall provide reasonable access to Buyer, Buyer's inspectors or agents to timely fulfill this Agreement and to representatives of Buyer's Lender to accommodate financing.

12. **Condition of Property.** Seller represents (1) that to the best of Seller's knowledge, there are no defects in the property that are not readily ascertainable and which significantly affect the desirability or value of the property, or which the Seller has not disclosed to Buyer in writing dated N/A and (2) that Seller has no notice of violations of any local state or federal laws, rules and regulations relating to the property.

If checked, a disclosure is attached.

Seller: LB / _____ Date: 4/14/2023

Buyer: PR / _____ Date: 4/14/2023

Buyer: G / _____

13. **Risk of Loss.** Risk of loss or damage to Property, prior to closing date, shall be the responsibility of Seller. If, prior to closing, the Property is materially damaged by fire, explosion or any other cause, Buyer shall have the right: i) to require the premises to be restored to the condition at execution hereof; ii) to adjust the price to the value subject to the damage; or iii) to rescind this Agreement.

14. **Possession and Closing.** Closing of the sale shall be on May 10, 2023 (date) or within _____ days after loan approval, whichever shall last occur. Possession of Property shall be given on day of closing (date) but not before closing. This Agreement shall in no manner be construed to convey Property or to give any right of possession. Buyer shall have the right to make a final inspection of Property prior to closing to ascertain that all conditions of this Agreement have been met. Time is of the essence in this Agreement.

15. **Escrow Closing.** Buyer and Seller agree that the closing of the sale may be handled by an escrow agent. If so, the listing broker is authorized to transfer to the escrow agent the earnest money, other trust funds received by the listing broker and all documents and other items received by the listing broker in connection with the sale. After the transfer, the listing broker shall have no further responsibility or liability to Buyer or Seller to account for funds or preparation of documents in connection with the closing of the sale. Escrow agent will not be required to disburse funds or deliver or record any documents until it has received certified funds or other good, sufficient and collected funds, and all conditions, terms and provisions of this Agreement have been satisfied, performed and met. Escrow Agent shall be Titlecore National, Lincoln NE (Title Company) and escrow closing charges shall be paid as follows: _____

16. **Rescission, Termination or Default.** If Buyer fails to consummate this purchase according to the terms of this Agreement, Seller may, at Seller's option, retain the earnest money as liquidated damages for such failure, or utilize such other legal remedies as are available to Seller by reason of such failure. If this Agreement is rescinded or terminated by either party without fault as allowed hereby, each party shall bear his or her costs and the earnest money shall be refunded.

17. **Foreign Investment and Real Property Tax Act (FIRPTA).** The Foreign Investment and Real Property Tax Act requires a Buyer of real property to withhold ten percent (10%) of the sale price and to deposit that amount with the Internal Revenue Service upon closing, if the Seller is a foreign person, foreign corporation or partnership, or non-resident alien, unless the property qualifies for an exemption under the Act. Unless it is established that the transaction is exempt because the purchase price is \$300,000 or less and the Buyer intends to use the property as his primary residence, Seller agrees to: (a) Provide Broker with a Non-Foreign Seller Affidavit (PPC Form 101-V) stating under penalty of perjury that Seller is not a foreign person; or (b) Provide Broker with a Certificate from the Internal Revenue Service establishing that no federal income tax withholding is required; or (c) Subparagraphs (a) or (b) to be provided to Buyer within _____ days of acceptance or Seller consents to withholding ten percent (10%) from the sale proceeds, to be deposited with the Internal Revenue Service.

18. **Tax Deferred Exchange.** In the event the Seller wishes to enter into a tax deferred exchange for the real property described herein, or if Buyer wishes to enter into a tax deferred exchange with respect to property owned by him in connection with this transaction, each of the parties agrees to cooperate with the other party in connection with such exchange, including the execution of such documents as may be reasonably necessary to effectuate the same. Provided that: (a) The other party shall not be obligated to delay the closing, (b) All additional costs in connection with the exchange should be borne by the party requesting the exchange, and (c) The other party shall not be obligated to execute any note, contract, deed, or other document providing for any personal liability which would survive the exchange, nor shall the other party be obligated to take title to any property other than the property described in this Agreement. The other party shall be indemnified and held harmless against any liability which arises or is claimed to have arisen on account of the acquisition of the exchange property.

19. **Rights of Persons in Possession.** If checked, this property is sold subject to the rights of persons in possession. Rents shall be prorated to date of closing. Security deposits, advance rentals or considerations involving future lease credits shall be credited to Buyer. Buyer acknowledges that trade fixtures located in the premises may belong to tenants and may be removed upon the conclusion of the tenancy.

If checked, purchase is subject to Buyer's inspection and approval of the leases which shall be treated as an inspection above. Promptly after execution hereof, Seller shall provide Buyer with copies of all leases and rental Agreements, notices to or from tenants, claims made to or by tenants, a statement of rents owing and damage or security deposits held and a summary of all oral agreements with tenants which affect the operation or ownership of the premises. Seller shall warrant the foregoing disclosures as true and correct.

Seller agrees that no changes in the existing leases or rental Agreements shall be made nor new leases or rental Agreements entered into nor shall any substantial repairs or alterations be commenced without the express written consent of the Buyer. Buyer's obligations hereunder are conditioned upon receipt at closing of an estoppel certificate from each tenant acknowledging that the lease or rental Agreement is in effect, that no lessor default exists, and stating the amount of any prepaid rent or deposits.

Seller: LB Date: 4/14/2023
Buyer: PR GR Date: 4/14/2023

20. **Income/Expense.** If checked, the purchase is subject to Buyer's inspection and approval of the operating statement of the premises. Promptly after execution hereof Seller shall provide a statement of rental income and expenses for the premises which Seller shall warrant as true and correct. Such inspection shall be treated as an inspection above. Buyer agrees to keep such statement confidential. Buyer agrees to use such statement only for the purpose of analysis of a purchase of the premises.

21. **Service Contracts.** Seller agrees to provide to Buyer a copy of any service and/or equipment contracts with respect to the property which extend beyond closing. Buyer agrees to assume such contracts.

22. **Environmental.** If checked, the purchase is contingent upon the satisfactory environmental quality of the Property. On or before the inspection deadline, Buyer may request a Phase I environmental review at Buyer's expense which shall be promptly ordered by Buyer or Buyer's Agent. If the results raise a question of environmental quality, Buyer may request further study and delay closing as necessary, accept the property as is or rescind the Agreement. If further study is requested, Buyer shall have ten days after receipt of the study results to accept the property as is or rescind this Agreement. Copies of all requests for environmental investigation and the results thereof shall be provided to both Buyer and Seller. If the environmental investigation is not completed by _____ (date), either party may rescind this Agreement.

23. **Use.** If checked, Buyer intends to use the premises for a specific purpose. Buyer may rescind this Agreement on or before the rescission deadline if Buyer determines that zoning or land use restriction prohibits such intended use. The purpose is as follows:

24. **Acceptance Date.** This offer is null and void if not accepted by Seller on or before April 14, 2023 (date) at 6:00PM o'clock PM.

25. **Counterparts, E-Mail and Fax Transmission:** This Agreement may be executed in one or more counterparts, each of which is deemed to be an original hereof, and all of which shall together constitute one and the same instrument. The facsimile or e-mail transmission of a signed copy hereof or any counter offer to the other party or their agent with confirmation of transmission shall constitute delivery. The parties agree to confirm delivery by mail or personal delivery of a signed copy to the other party or their agent.

26. **Other Provisions.** Seller agrees to continue to operate business for 30 days after closing date of property. \$2000 worth of alcohol and food must be left by seller at closing.

27. **Addenda.** The attached addenda shall be made a part of the Purchase Agreement. (List Addenda) _____

(Seller _____ / _____) (Buyer _____ / _____)

28. **Mediation and Arbitration.** [If checked]

(a) **Disputes.** The term "Dispute" shall include, without limitation, any controversy, complaint, dispute, claim or disagreement relating to or arising out of the brokerage relationship or the construction, interpretation, enforcement, or breach of the terms of this Agreement or any actions of the parties or their agents in the sale and purchase of the described property including claims of misrepresentation and claims under §21-2120 (Seller Property Condition Disclosure) of the Nebraska Revised Statutes.

(b) **Mediation.** In the event of any Dispute, any party to the Dispute may seek non-binding mediation in an attempt to resolve the Dispute by giving 15 days written notice of a request for such mediation to all other parties to the Dispute. The request for mediation must be made within 360 days after the party making the request knew, or exercising reasonable diligence and care, should have known, of the Dispute. In no case shall such request be made after the statute of limitations on a civil suit based on the Dispute would have run. Such mediation shall be held in Nebraska. Such mediation may be administered by the American Arbitration Association and shall be conducted according to the American Arbitration Association's Commercial Rules-Real Estate Industry Arbitration Rules (Including a Mediation Alternative) or such other mediation service versed in real estate practices of the locality.

(c) **Arbitration.** Any Dispute that is not resolved by informal settlement or mediation shall be resolved exclusively by binding arbitration. Such arbitration shall be held in Nebraska. Such arbitration may be administered by the American Arbitration Association or such other arbitration provider agreed to by the parties. It shall be conducted according to the American Arbitration Association's Commercial Rules-Real Estate Industry Arbitration Rules (Including a Mediation Alternative). The arbiter(s) shall apply Nebraska substantive and procedural law to the arbitration proceeding. Arbitration shall be commenced by written demand made by any one or more of the parties to the Dispute given to all other parties to the Dispute. The demand for arbitration must be in

Seller: LB Buyer: PR GR
Date: 4/14/2023 Date: 4/14/2023

writing and must be given by personal delivery or certified mail, return receipt requested, within 360 days after the party making the demand knew, or exercising reasonable diligence and care, should have known, of the Dispute. Notwithstanding the previous sentence, in the case that the parties unsuccessfully attempt mediation to resolve a Dispute, the demand for arbitration shall be made within 60 days of the final mediation session. However, in no case shall such demand be made after the statute of limitations on a civil suit based on the Dispute would have run. The prevailing party shall be entitled to costs and fees of the arbitration and, in the discretion of the arbitrator who shall take into account the relative merits of the opponent's case, the arbiter may award attorney's fees to the prevailing party. In determining prevailing party, prevailing party shall be that party for whom the result most closely, in the arbiter's opinion, resembles that party's last offer for settlement of the controversy.

(d) **Provisional Remedies.** The filing of a judicial action to enable the reporting of a notice of pending action, for order of attachment, receivership, injunction, or other like provisional remedies, shall not constitute a waiver of mediation or arbitration under this provision, nor shall it constitute a breach of the duty to arbitrate.

(e) **Exclusions.** The terms of paragraph 28 shall not apply to:

- (1) Any complaint of violation of the Code of Ethics of the National Association of REALTORS®;
- (2) Foreclosure or other action or proceeding to enforce a deed of trust, mortgage or land contract; or
- (3) The filing or enforcement of a construction or similar lien including a commercial broker's lien.
- (4) An action filed and held in "Small Claims Court" as defined in Neb. Rev. Stat. 25-2801 to 25-2804, provided, however, any attempt to transfer a matter filed in small claims court to county court shall be subject to paragraph 28.

(f) **Waiver.** BY SIGNING THIS PURCHASE AGREEMENT, THE PARTIES AGREE THAT EVERY DISPUTE DESCRIBED ABOVE THAT IS NOT RESOLVED BY INFORMAL SETTLEMENT OR MEDIATION WILL BE DECIDED EXCLUSIVELY BY ARBITRATION AND THAT ANY ARBITRATION DECISION WILL BE FINAL AND BINDING. THE PARTIES AGREE THAT THEY WILL RECEIVE ALL THE RIGHTS AND BENEFITS OF ARBITRATION, BUT ARE GIVING UP RIGHTS THEY MIGHT HAVE TO LITIGATE THOSE CLAIMS AND DISPUTES IN A COURT OR JURY TRIAL, OR TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS IN CONNECTION WITH ANY SUCH DISPUTES. NO PARTY TO THIS AGREEMENT SHALL BE ENTITLED TO JOIN OR CONSOLIDATE DISPUTES BY OR AGAINST OTHERS IN ANY ARBITRATION, OR TO INCLUDE IN ANY ARBITRATION ANY DISPUTE AS A REPRESENTATIVE OR MEMBER OF A CLASS, OR TO ACT IN ANY ARBITRATION IN THE INTEREST OF THE GENERAL PUBLIC OR IN ANY PRIVATE ATTORNEY GENERAL CAPACITY.

29. Entire Agreement. This document contains the entire Agreement of the parties and supersedes all prior Agreements or representations oral or written with respect to the Property which are not expressly set forth herein or incorporated herein by reference. This Agreement may be modified only by a writing signed and dated by both parties. All express representations and warranties shall survive closing. Both parties acknowledge that they have not relied on any statements of the real estate agent or broker which are not herein expressed except _____

30. Authority to Sign. The undersigned Seller(s) and Buyer(s) each represent and warrant that they are duly empowered and/or authorized, whether individually, on behalf of any entity or as a fiduciary, to enter into this Purchase Agreement and create a valid and binding contract. Seller represents all parties required to transfer title to the Property are parties to this contract.

IF PARAGRAPH 28 IS CHECKED, THIS CONTRACT CONTAINS AN ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES

DocuSigned by: Patrick Reed
BUYER _____ DATE 04/12/2023

DocuSigned by: Patrick W Reed
BUYER _____ DATE 04/12/2023
DocuSigned by: Gregory D Mach

ADDRESS _____ ZIP _____ PHONE _____

NAMES FOR DEED: _____ Patrick W Reed, Gregory D Mach

Check one: JTWR0S Tenants in common Other _____

Check one: Husband and Wife Single Person Other _____

Seller: LB / Buyer: PR G R
Date: 4/14/2023 Date: 4/14/2023

RECEIPT FOR EARNEST MONEY

RECEIVED FROM: Patrick Reed the sum of \$1,000.00 by check after acceptance to apply to the purchase price of the Property on terms and conditions as stated. In the event this offer is not accepted by the Seller of the Property within the time specified the earnest money shall be refunded.

RE/MAX Home, Farm & Ranch - NP REALTOR® By: Lea Reece

Complete only one of A, B or C below:

A: Acceptance of All Terms: Seller accepts all of the terms of the above Agreement and agrees to perform all of its terms.

IF PARAGRAPH 28 IS CHECKED, THIS CONTRACT CONTAINS AN ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES

Seller DocuSigned by: Lynford Bejay Date 4/14/2023

Seller Date

B. Counter Offer #1 By Seller: In response to the above Purchase Agreement dated for the sale of the Property, all of the terms and conditions of the Purchase Agreement are accepted and shall remain the same with the exception of the following:

Multiple blank lines for listing exceptions to the purchase agreement.

This Counter Offer shall expire (date), at o'clock (hour in the time zone of the office of the Seller's agent) and be automatically null and void unless, prior to the time of expiration, Buyer's written acceptance is delivered to the Seller's Limited Agent or their Broker's office or the Seller.

If this Counter Offer is accepted, the Purchase Agreement as amended by this Counter Offer shall become a contract between the parties.

Seller reserves the right to withdraw this Counter Offer prior to acceptance. Withdrawal shall be complete if verbal notification of withdrawal is made to the Buyer's Agent or Broker of the Buyer's Agent or Buyer before the delivery of Buyer's written acceptance.

Seller Date Seller Date

accept reject this Counter Offer (date), at o'clock

Buyer Date Buyer Date

C. Rejection: The foregoing offer is rejected

Seller Date Seller Date

Seller: LB Date: 4/14/2023 Buyer: PR Date: 4/14/2023

RECEIPTS FOR FULLY EXECUTED PURCHASE AGREEMENT

Buyer acknowledges receipt of executed copy of this Agreement.

DocuSigned by:
Patrick Reed 4/14/2023
C1DCC233652D45F...
Buyer Date

DocuSigned by:
[Signature] 4/14/2023
EE1867A38614401...
Buyer Date

Seller acknowledges receipt of executed copy of this Agreement.

DocuSigned by:
Lynnferd Begay 4/14/2023
1326C7458ABF4D0...
Seller Date

Seller Date

DS
LB
Seller Date: 4/14/2023

DS
PR G R
Buyer Date: 4/14/2023



This is a legally binding agreement. If not understood, seek legal advice.



Addendum to Purchase Agreement

The Seller and Buyer named in the Purchase Agreement dated 04/05/2023

for the sale of 1103 W Main Ave, Crete NE 68333

agree to the following terms in addition to or as modifications of those stated in the Agreement:

Buyers names on the original purchase agreement, Patrick W Reed and Gregory D Mach, need to be changed to PWR & DWD Rental Properties, LLC dba Old Main Bar and Grill.

Multiple horizontal lines for additional terms or modifications.

Dated 05/19/2023

Dated 05/19/2023

Lynferd Begay
Seller

dotloop verified
05/19/23 1:38 PM CDT
ZODJ-XJG6-PST3-KCCT

Gregory D Mach
Buyer

dotloop verified
05/19/23 1:19 PM CDT
ISEO-WQOG-0X9I-UBB5

Seller

Patrick W Reed
Buyer

dotloop verified
05/20/23 6:28 AM CDT
ZFSO-PXIG-Y8UZ-FCO7

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RE/MAX Home, Farm & Ranch - NP, 422 N Dewey Street North Platte NE 69101

Empty rectangular box at the bottom of the page.

Alcohol Inventory

Qty.	Measurement	Brand	Type	Individual Container Size
1	Case	Corona	Bottles	12oz
1	Case	Blvd. Wheat	Bottles	12oz
1	Case	Vanilla Bean	Cans	12oz
1	Case	Heineken	Bottles	12oz
2	Cases	Stella Artois	Bottles	12oz
1	Case	Zipline Ale	Cans	12oz
3	Case	Glacial Till	Cans	12oz
1	Cases	Dales Pale Ale	Cans	12oz
1	Case	Founders	Bottles	12oz
1	Case	Brunette	Cans	12oz
2	Cases	Ultra	Cans	12oz
2	Cases	Bud Light	Bottles	12oz
2	Cases	Busch Light	Bottles	12oz
1	Case	Budweiser	Bottles	12oz
2	Cases	Coors Light	Bottles	12oz
2	Cases	Miller Light	Bottles	12oz
1.5	Barrell Keg	Bud Light	Keg	
2.25	Barrell Keg	Cardinal Pale Ale	Keg	
2.25	Barrell Keg	Kolche	Keg	

Old Main Bar and Grill

Furniture, Fixtures, and Equipment

- * 14 dining tables (combo of high top/low top)
- * 60 dining room chairs (combo of low/talls)
- * Waitress Station cooler
- * Ice bin
- * Ice machine
- * Reach in cooler
- * Upright beverage cooler
- * Ice tea machine
- * Stereo system w/ speakers
- * 6 dining room tvs - various sizes
- * Sandwich station
- * 3 fryers
- * Grill/oven
- * Work station tables (2)
- * Stainless steel shelving system for walk in cooler
- * Stainless steel shelving system for dry goods
- * POS system
- * Small freezer
- * Serving baskets/plates/silverware
- * Pots/pans/prep utensils

Business Purchase Agreement

Purchase Date: June 2023

Name of Alcohol Business Being Purchased: Elle's On Main, LLC

See Attached

Address of Business:

1103 Main Ave.

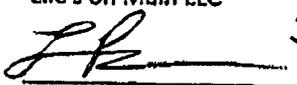
Crete, NE 68333

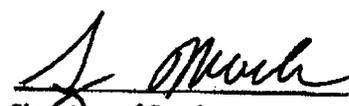
Purchaser: PWR & DWD Rental Properties, LLC

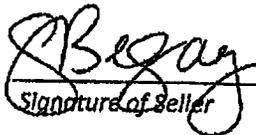
dba Old Main Bar and Grill

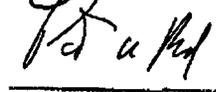
Seller(s):

Elle's on Main LLC

 5/19/23
Signature of Seller Date

 6-1-23
Signature of Purchaser Date

 5/19/23
Signature of Seller Date

 6/1/23
Signature of Purchaser Date

* NO EXTENSIONS OF THIS PERMIT WILL BE ALLOWED*

Temporary Operating Permit

Nebraska Liquor Control Commission

23 – 770 Class C

Issued: 6-1-2023 – Expires: 8-31-2023

PWR & DWD RENTAL PROPERTIES, LLC

DBA: OLD MAIN BAR & GRILL

1103 MAIN AVE, CRETE, NE 68333 SALINE COUNTY

Description: FIRST FLOOR ONLY OF A TWO STORY BLDG
APPROX 100 X 30 INCLUDING OUTDOOR AREA APPROX
40 X 35 TO THE NORTH



Hobert B Rupe - Executive Director
Nebraska Liquor Control Commission
301 Centennial Mall South, 1st Floor
Lincoln, NE 68509
(402) 471 - 2571

PAYPORT

NEBRASKA.GOV

PURCHASE RECEIPT

Nebraska Liquor Control Commission

P.O. Box 95046
 Lincoln NE 68509-5046
 (402)471-4881
 brenda.hiland@nebraska.gov
 OTC Local Ref ID: 82332086
 5/12/2023 04:22 PM

Status: **APPROVED**
 Customer Name: Patrick Reed
 Type: Visa
 Credit Card Number: **** * 1753

Items	Quantity	TPE Order ID	Total Amount
Retail Liquor License (Class A, B, C, D, I, J, AB, AD, IB)	1	78360236	\$400.00
Applicant Name:: PWR & DWD Rental Properties, LLC			
Trade Name (DBA):: Old Main Bar and Grill			
Address:: 1103 Main Ave.			
City:: Crete			
State:: NE			
Zip Code:: 68333			
Phone Number:: 4027863333			
Email Address:: chrisc@capitaltower.com			
Total remitted to the Nebraska Liquor Control Commission			\$400.00
Total Amount Charged			\$409.96



Crete NE Police

Crete NE Police

1945 Forest Ave
Crete, NE 68333
United States

Gary Young

gary.young@crete.ne.gov
402.826.4311

Reference: 20230425-153927092

Quote created: April 25, 2023

Quote expires: July 7, 2023

Quote created by: Brian Churchill

Business Manager

bchurchill@utility.com

+317-797-5767

Comments from Brian Churchill

Utility is honored the Crete Police Department has chosen the Utility solution for its officers. We Look forward to partnering with you to serve the Crete community. Please accept this professional services agreement and proposal for review and consideration. *The below items will service 16 Officers with 16 BWC's and 6 Police Vehicles with RocketIoT Communications. **The value on this quote covers all 5 years of the service agreement.

Products & Services

Item & Description	Quantity	Unit Price	Total
EOS and Rocket Communications Bundle - 5YR EOS Camera and Mount, CAD Activation, Media Controller, USB-C Breakaway Charging Cable, Holster Sensor, Rocket High Speed Mobile Communications Hub, OBD II, POLARIS SaaS, Warranty, and 24/7 Technical Support, Installation, Training.	6	\$10,910.00	\$52,399.08 after \$13,060.92 discount for 5 years
EOS Bundle - 5YR EOS Camera and Mount, Holster Sensor, Media Controller, USB-C Breakaway Charging Cable, CAD Activation, POLARIS SaaS, Warranty, and 24/7 Technical Support, Installation, Training.	10	\$7,520.00	\$60,393.20 after \$14,806.80 discount for 5 years

Item & Description	Quantity	Unit Price	Total
CAD Integration Integration, via replication services, with CAD system for automatic classification of BodyWorn generated video.	1	\$15,000.00	\$12,207.72 after \$2,792.28 discount

Subtotals

One-time subtotal			\$125,000.00 after \$30,660.00 discount
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Total \$125,000.00

Purchase terms

This Service Agreement Contract assumes an initial payment of 40% due upon signature with equal annual payments of \$15% years 2-5.

Signature

Signature

Date

Printed name

Questions? Contact me



Brian Churchill

Business Manager

bchurchill@utility.com

+317-797-5767

Utility, Inc.

250 E. Ponce de Leon Ave

Suite 700

Decatur, GA 30030

US