



Pete Ricketts
Governor

STATE OF NEBRASKA

NEBRASKA LIQUOR CONTROL COMMISSION

Robert B. Rupe

Executive Director

301 Centennial Mall South, 5th Floor

P.O. Box 95046

Lincoln, Nebraska, 68509-5046

Phone (402) 471-2571

Fax (402) 471-2814 or (402) 471-2374

TSR USER 800-833-7252 (TTY)

Web Address <http://www.lcc.nebraska.gov>

RECEIPT

From: Hannah Yates

To: Lexington City Clerk

Re: Strike & Spare Bowl Sports Bar, LLC.

DBA: Strike & Spare Bowl

License #: I-125410

Please complete this page immediately and fax or email to us acknowledging you have received the application. Signatures are not required.

Patricia Baruth

Clerk's Name (Acknowledgement of receipt of the application)

12/19/2022

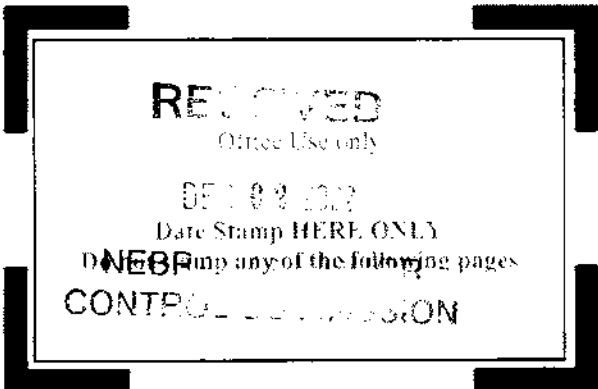
Date Received

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: I

License Number:
125410



Office Use Only

NEW / REPLACING 038603 TOP Yes / No

Hot List Yes No

Initial: HY

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 Strike & Spare Bowl Sports Bar, LLC

TRADE (DBA) NAME Strike & Spare Bowl

PREVIOUS TRADE (DBA) NAME Strike & Spare Bowl

CONTACT NAME AND PHONE NUMBER Nic VanCura 402-613-1276

CONTACT EMAIL ADDRESS nicvancura@gmail.com

Office use only	
PAYMENT TYPE <u>Payport</u>	
AMOUNT <u>\$400.-</u> RCPT	
RECEIVED: <u>11/16/2022</u> <u>BN</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 MADE AND FEES
CHECK DESIRED CLASS**

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

- A BEER, ON SALE ONLY
- B BEER, OFF SALE ONLY**
- C BEER, WINE, DISTILLED SPIRITS, ON AND OFF SALE**
Do you intend to sale cocktails to go as allowed under Neb Rev. Statute 53-123.04(4) YES NO
- D BEER, WINE, DISTILLED SPIRITS, OFF SALE ONLY**
- 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 (Form 106 and \$100 application fee) expires with underlying retail license
- Class G Growler endorsement (Form 165 and \$300 application fee) – Class C licenses only
- **Class B, Class C, Class D license do you intend to allow drive through services under Neb Rev. Statute 53-178.01(2) YES NO

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

CHECK TYPE OF LICENSE FOR WHICH YOU ARE APPLYING

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

NAME OF ATTORNEY OR FIRM ASSISTING WITH APPLICATION (if applicable)

Name _____ Phone Number _____

Firm Name _____

Email address _____

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

PREMISES INFORMATION

Trade Name (doing business as) Strike & Spare Bowl

Street Address 1408 N. Adams

City Lexington County Dawson - 18 Zip Code 68850 - 1200

Premises Telephone number 308-324-4675

Business e-mail address nicvancura@gmail.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 Nicholas VanCura

Street Address 211 Cherokee Rd

City Lexington State NE Zip Code 68850 - 2749

DESCRIPTION AND DIAGRAM OF THE AREA TO BE LICENSED

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

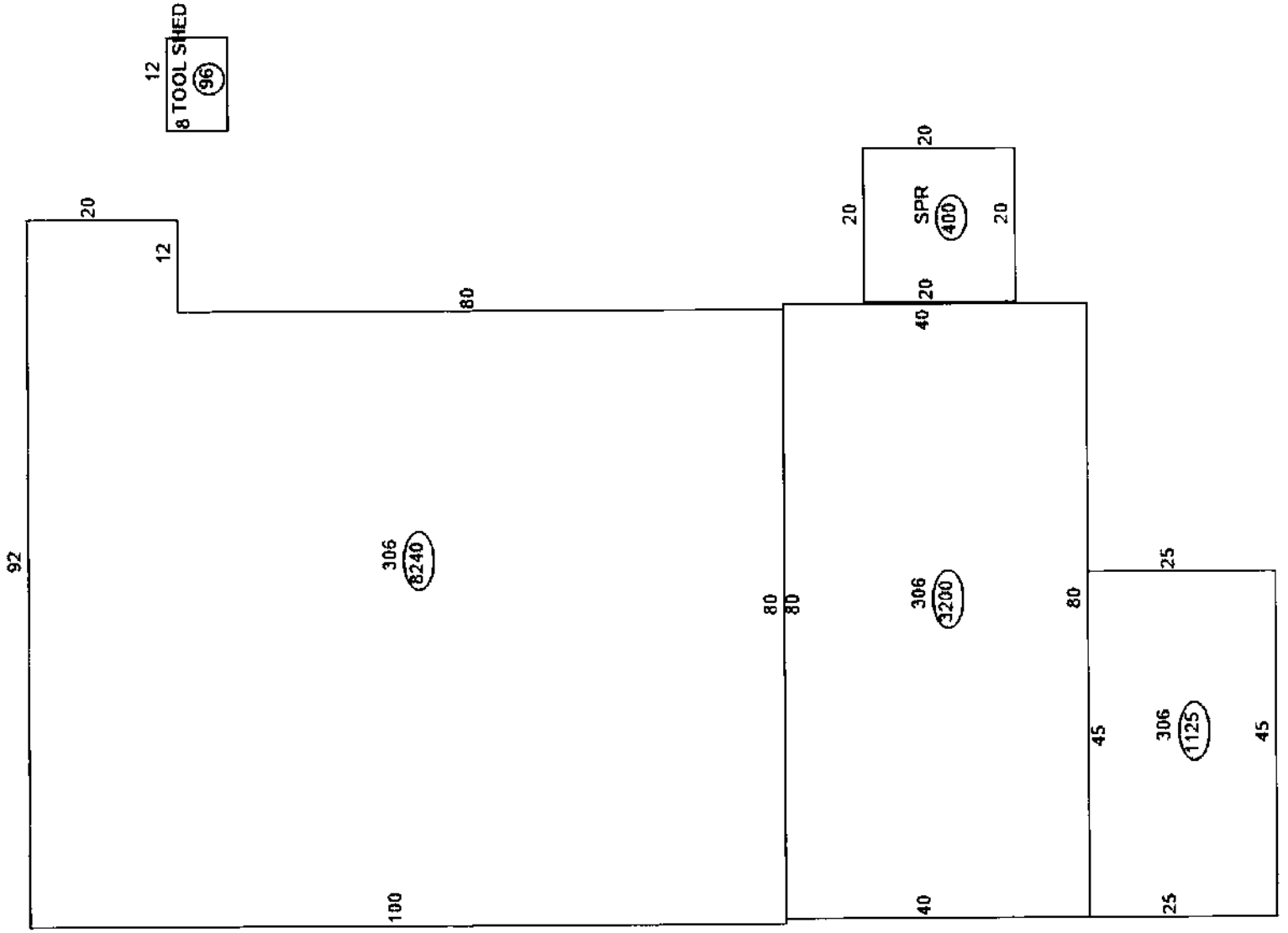
Building length 165 x width 92 in feet

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

Is there an outdoor area? Yes No X If yes, length x width in feet

Number of floors of the building 1

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

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 _____

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

YES NO

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

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

YES 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) SBA & Brad Larson

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-I,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. Gaming machines-Top Tune Entertainment

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.

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)

Experience

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

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? January 1, 2023

15. What will be the main nature of business? Bowling Alley/ Sports Bar

16. What are the anticipated hours of operation? 4-11 most days of the week

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
Lexington, NE	2014	PR	Lexington, NE	2014	PR
Lincoln, NE	2004	2014	Lincoln, NE	2013	2014
			Kearney, NE	2008	2013

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% in the presence of a notary public (YOU MAY NEED TO PRINT MULTIPLE SIGNATURE PAGES)

Signature of **APPLICANT**

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

Nicholas A. VanCura

Printed Name of **APPLICANT**

State of Nebraska, County of **Dawson**

The foregoing instrument was acknowledged before me this

(Date)

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

Notary Public Signature

Signature of **SPOUSE**

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

Carrie L. VanCura

Printed Name of **SPOUSE**

State of Nebraska, County of **Dawson**

The foregoing instrument was acknowledged before me this

(Date)

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

Notary Public Signature

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% in the presence of a notary public (YOU MAY NEED TO PRINT MULTIPLE SIGNATURE PAGES)

 ✓

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

Nicholas A. VanCura

Printed Name of **APPLICANT**

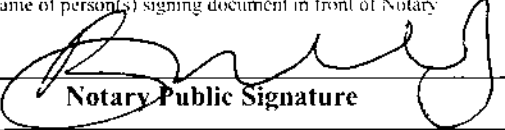
State of Nebraska, County of **Dawson**

The foregoing instrument was acknowledged before me this
9-26-22

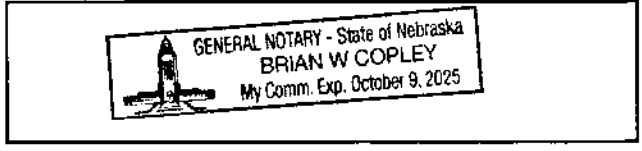
(Date)

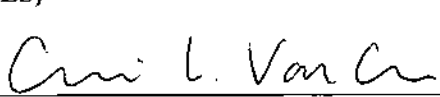
By  ✓

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



Notary Public Signature



 ✓

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


Carrie L. VanCura

Printed Name of **SPOUSE**

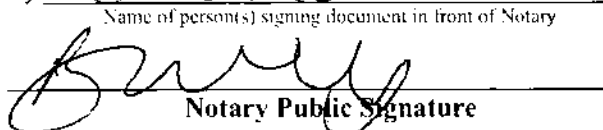
State of Nebraska, County of **Dawson**

The foregoing instrument was acknowledged before me this
9-26-22

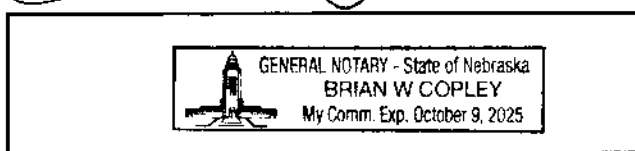
(Date)

By  ✓

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



Notary Public Signature



Nebraska Secretary of State

STRIKE & SPARE BOWL SPORTS BAR, LLC

Fri Dec 2 13:10:35 2022

SOS Account Number

2210192014

Status

Active

Principal Office Address

No address on file

Registered Agent and Office Address

NIC VANCURA

1408 N. ADAMS

LEXINGTON, NE 68850

Designated Office Address

1408 N. ADAMS

LEXINGTON, NE 68850

Nature of Business

Not Available

Entity Type

Domestic LLC

Qualifying State: NE

Date Filed

Oct 13 2022

Next Report Due Date

Jan 01 2023

Filed Documents

Filed documents for STRIKE & SPARE BOWL SPORTS BAR, 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	Oct 13 2022	\$0.90 = 2 page(s) @ \$0.45 per page	Purchase Now
Proof of Publication	Nov 09 2022	\$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

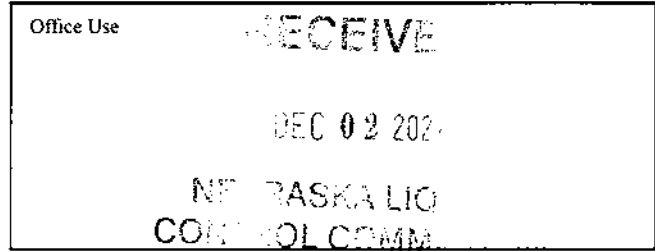
This is a paper certificate mailed to you from the Secretary of State's office within 2-3 business days.

[Continue to Order](#)

[↑ Back to Top](#)

**APPLICATION FOR LIQUOR LICENSE
LIMITED LIABILITY COMPANY (LLC)
INSERT - FORM 3b**

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



All members including spouse(s), are required to adhere to the following requirements:

- 1) All members spouse(s) must be listed
- 2) Managing/Contact member and all members holding over 25% interest and their spouse(s) (if applicable) must submit fingerprints. See Form 147 for further information, this form **MUST** be included with your application.
- 3) Managing/Contact member and all members holding over 25 % shares of stock and their spouse (if applicable) must sign the signature page of the Application for License form 100 (even if a spousal affidavit has been submitted)

Attach copy of Articles of Organization

Name of Registered Agent: Nic VanCura

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

Strike & Space Bowl Sports Bar, LLC

LLC Address: 1408 N. Adams St.

City: Lexington State: NE Zip Code: 68850-1200

LLC Phone Number: 402-613-1276 LLC Fax Number N/A

Name of Managing/Contact Member

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

Last Name: VanCura First Name: Nicholas MI: A

Home Address: 211 Cherokee Rd City: Lexington

State: NE Zip Code: 68850-2749 Home Phone Number: (402)613-1276

[Signature]
Signature of Managing/Contact Member

ACKNOWLEDGEMENT

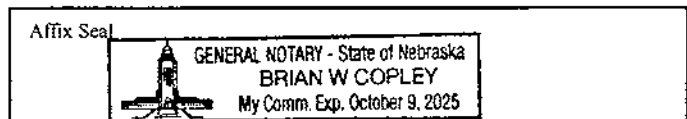
State of Nebraska
County of DANBURY

The foregoing instrument was acknowledged before me this

Date 9-26-22

by Nic VanCura
name of person signing document in front of notary

[Signature]
Notary Public Signature



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

Last Name: VanCura First Name: Nicholas MI: A

[Redacted]

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

[Redacted]

Percentage of member ownership 50%

Last Name: VanCura First Name: Carrie MI: L

[Redacted]

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

[Redacted]

Percentage of member ownership 50%

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

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

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Is the applying Limited Liability Company controlled by another corporation/company?

YES

NO

If yes, complete controlling corporation insert form 185

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

Starting Date: Jan Ending Date: Dec

Is this a Non Profit Corporation?

YES

NO

If yes, provide the Federal ID #. _____

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

CERTIFICATE OF ORGANIZATION
STRIKE & SPARE BOWL SPORTS BAR, LLC

I, the Undersigned, desiring to form a Limited Liability Company pursuant to the Nebraska Uniform Limited Liability Company Act of the State of Nebraska, do hereby certify:

1. The name of the firm under which the Limited Liability Company is to be conducted is:

"Strike & Spare Bowl Sports Bar, LLC"

2. The address of the Limited Liability Company's designated office is:

1408 N. Adams
Lexington, NE 68850

3. The name and address of the Agent for service of process is:

Nic Vancura
1408 N. Adams
Lexington, NE 68850

IN WITNESS WHEREOF, the Undersigned has executed this Certificate this
11 day of October, 2022.



NIC VANCURA, Organizer

**MANAGER APPLICATION
INSERT - FORM 3c**

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

Office Use
RECEIVED
DEC 02 2018
NEBRASKA LIQUOR CONTROL COMMISSION

FORM MUST BE COMPLETELY FILLED OUT IN ORDER FOR APPLICATION TO BE PROCESSED

MANAGER MUST:

- Complete all sections of the application. Be sure it is signed by a **member or corporate officer**, corporate officer or member must be an individual on file with the Liquor Control Commission
- Fingerprints are required. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application.
- Provide a copy of one of the following: US birth certificate, naturalization papers or current US passport (even if you have provided this before)
- Be a registered voter in the State of Nebraska, include a copy of voter card or print document from Secretary of State website with application

Spouse who **will not** participate in the business, **spouse must:**

- Complete the Spousal Affidavit of Non Participation Insert (must be notarized). The non-participating spouse completes the top half; the manager completes the bottom half. **Be sure to complete both halves of this form.**
- Need not answer question #1 of the application

Spouse who **will** participate in the business, the **spouse must:**

- Sign the application
- Fingerprints are required. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application.
- Provide a copy of one of the following: birth certificate, naturalization papers or current US passport (even if you have provided this before)
- Be a registered voter in the state of Nebraska, include a copy of voter card with application
- Spousal Affidavit of Non Participation Insert **not** required

**MANAGER APPLICATION
INSERT - FORM 3c**

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

Office Use

RECEIVED

DEC 02 2022

NEBRASKA LIQUOR
CONTROL COMMISSION

MUST BE:

- ✓ Include copy of US birth certificate, naturalization paper or current US passport
- ✓ Nebraska resident. Include copy of voter registration card or print out document from Secretary of State website
- ✓ Fingerprinted. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application
- ✓ 21 years of age or older

Corporation/LLC information

Name of Corporation/LLC: Strike 7 Spare Bowl Sports Bar, LLC.

Premise information

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

Premise Trade Name/DBA: Strike 7 Spare Bowl

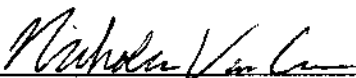
Premise Street Address: 1408 N Adams St.

City: Lexington County: Dawson Zip Code: 68850

Premise Phone Number: 308-324-4675

Premise Email address: nic.vancura@gmail.com

The individual whose name is listed as a corporate officer or managing member as reported on insert form 3a or 3b or listed with the Commission. To see authorized officers or members search your license information [here](#).



SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER

(Faxed signatures are acceptable)

Manager's information must be completed below PLEASE PRINT CLEARLY

Last Name: VanCura First Name: Nicholas MI: A

Home Address: 211 Cherokee Rd

City: Lexington County: Dawson Zip Code: 68850

Home Phone Number: 402.613.1276



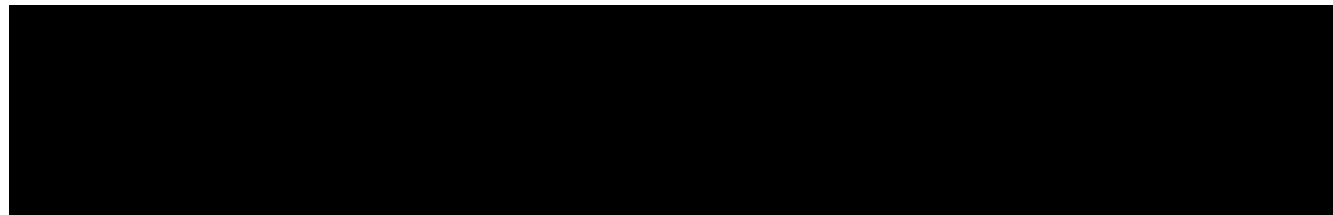
Email address: nic.vancura@gmail.com

Are you married? If yes, complete spouse's information (Even if a spousal affidavit has been submitted)

YES NO

Spouse's information

Spouses Last Name: VanCura First Name: Carrie MI: L



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

APPLICANT			SPOUSE		
CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Lexington, NE	2014	Pres.	Lexington, NE	2014	Pres
Lincoln, NE	2010	2014	Lincoln, NE	2012	2014

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2021	Pres	Dawson County	myself	308 324 3471
2020	2021	Arnold Insurance	Robin Geiser	N/A

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

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

YES NO

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

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

YES NO

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

*NLCC Training Certificate Issued: _____ Name on Certificate: _____

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

*For list of NLCC Certified Training Programs see training

Experience:

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

5. Have you enclosed form 147 regarding fingerprints?

YES NO

PERSONAL OATH AND CONSENT OF INVESTIGATION

The above individual(s), being first duly sworn upon oath, deposes and states that the undersigned is the applicant and/or spouse of applicant who makes the above and foregoing application that said application has been read and that the contents thereof and all statements contained therein are true. If any false statement is made in any part of this application, the applicant(s) shall be deemed guilty of perjury and subject to penalties provided by law. (Sec §53-131.01) Nebraska Liquor Control Act.

The undersigned applicant hereby consents to an investigation of his/her background including all records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant and spouse waive any rights or causes of action that said applicant or spouse may have against the Nebraska Liquor Control Commission and any other individual disclosing or releasing said information to the Nebraska Liquor Control Commission. If spouse has **NO** interest directly or indirectly, a spousal affidavit of non-participation may be attached.

The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate, or fraudulent.

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

[Signature]
Signature of Manager Applicant

[Signature]
Signature of Spouse

ACKNOWLEDGEMENT

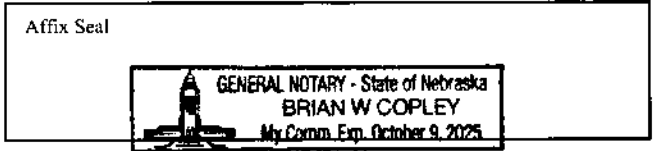
State of Nebraska
County of DAWSON

The foregoing instrument was acknowledged before me this

9/26/2022
date

by Nic Van Curen & Corne Van Curen
NAME OF PERSON BEING ACKNOWLEDGED

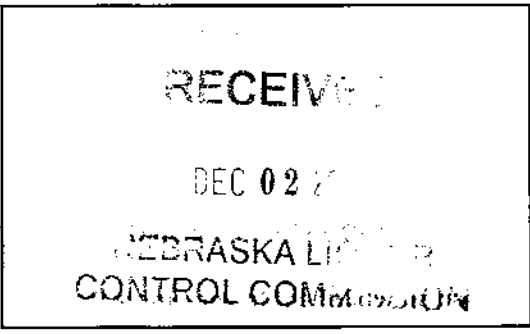
[Signature]
Notary Public signature



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

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

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



**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 Strike & Spare Bowl Sports Bar, LLC

Name of Person Being Fingerprinted: Nicholas VanCura

Date fingerprints were taken: 11-7-2022

Location where fingerprints were taken: DCSO Lexington, NE

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

Nicholas VanCura
SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

Karla Zlatkovsky
(308) 324-2127 x 3
County Clerk
700 N Washington Room A
Lexington, NE 68850

Return Service Requested



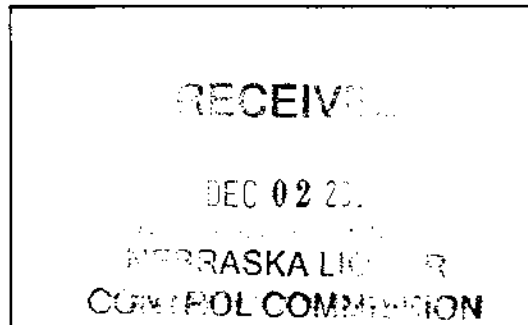
Acknowledgement & Verification of Registration

Precinct: Lex 2nd 013
Polling Place: Party: REP
Lex 2nd 013
Grace Lutheran Church
105 E 17th
Lexington
U.S. Congressional District 3
Lexington Public Schools
Commissioner 2 (Lexington 2)
ESU 10 District 9
PSC District 5
City of Lexington, NE
Appeals Court Judge Dist 6

Dawson County, State of Nebraska
3153560
Nicholas Allen Vancura
211 Cherokee Rd
Lexington, NE 68850

**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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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 Strike + Spare Bowl Sports Bar, LLC

Name of Person Being Fingerprinted: Carrie Van Cura

Date fingerprints were taken: 11-7-2022

Location where fingerprints were taken: DCSO Lexington, NE

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

Carrie Van Cura

SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

Karla Zlatkovsky
(308) 324-2127 x. 3
County Clerk
700 N Washington Room A
Lexington, NE 68850

Return Service Requested



Acknowledgement & Verification of Registration

Precinct: Lex 2nd 013
Polling Place: Party: REP
Lex 2nd 013
Grace Lutheran Church
105 E 17th
Lexington
U.S. Congressional District 3
Lexington Public Schools
Commissioner 2 (Lexington 2)
ESU 10 District 9
PSC District 5
City of Lexington, NE
Appeals Court Judge Dist 6

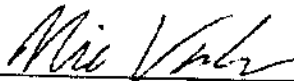
Dawson County, State of Nebraska
3308734
Carrie Lynn Vancura
211 Cherokee Rd
Lexington, NE 68850

ASSIGNMENT, ASSUMPTION, AND MODIFICATION OF ASSET PURCHASE AGREEMENT

This ASSIGNMENT AND ASSUMPTION (this "Assignment") is dated as of the 13 day of December, 2022, by and between NIC VANCURA and CARRIE VANCURA ("Assignor") and STRIKE & SPARE BOWL SPORTS BAR, L.L.C. ("Assignee"). For good and valuable consideration in hand paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign, transfer, set over, convey and deliver unto Assignee, its successors and assigns, the entire interest of Assignor in and to the Asset Purchase Agreement dated October 6, 2022 between BRAD A. LARSON and JOCELYN K. LARSON, and Assignor. Assignee hereby assumes and agrees to perform the obligations of the Assignor as set forth in said Asset Purchase Agreement. Assignor and Assignee further agree and acknowledge that Paragraph 2.1 of said Asset Purchase Agreement shall be modified to read that MCV Investments, L.L.C. receives title to the real estate to be conveyed thereunder.

ASSIGNOR:

Date: 12-12-2022


NIC VANCURA

Date: 12-12-2022


CARRIE VANCURA

ASSIGNEE:

STRIKE & SPARE BOWL SPORTS BAR,
L.L.C.


Date: 12-13-2022

By 
Nic VanCura, Managing Member

CONSENT TO MODIFICATION OF PARAGRAPH 2.1 OF THE ASSET PURCHASE
AGREEMENT DATED OCTOBER 6, 2022

MCV INVESTMENTS, L.L.C.

Date: 12-13-2022

By 
Nic VanCura, Managing Member

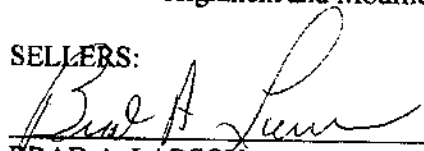
CONSENT TO ASSIGNMENT AND MODIFICATION

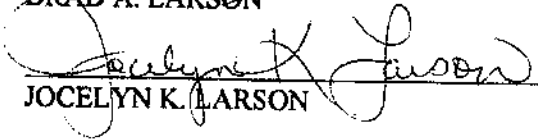
The undersigned do hereby consent to the above Assignment and Modification.

Date: 12-13-22

Date: Dec 13, 2022

SELLERS:


BRAD A. LARSON


JOCELYN K. LARSON

ASSET PURCHASE AGREEMENT

THIS AGREEMENT (hereinafter referred to as "the Agreement") is entered into on October 6, 2022, by and between **Brad A. Larson and Jocelyn K. Larson, Husband and Wife, and Strike & Spare Bowl, Inc., a Nebraska Corporation**, (hereinafter collectively referred to as "Seller"), and **Nic VanCura and Carrie VanCura**, (hereinafter referred to as "Buyer").

WITNESSETH:

WHEREAS, Seller is the owner of certain assets used in the operation of a bowling alley, including real estate and permanent improvements, said business known as the "Strike & Spare" located at 1408 N. Adams, Lexington, Nebraska, 68850, and Seller and Buyer have reached an understanding pursuant to which Buyer shall purchase from Seller those assets and business, all under the terms and conditions hereinafter set forth; and

WHEREAS, the parties hereto desire to set forth certain representations, warranties, covenants and agreements made as an inducement to the execution and delivery of this Agreement and to set forth certain conditions' precedent to the sale and purchase of those assets and the business as contemplated in this Agreement.

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

ARTICLE 1 - Purchase and Sale of Assets and Business.

1.1 Purchase and Sale of Assets and Business. At the Closing (as defined in Section 1.10), subject to the terms and conditions set forth in this Agreement, Seller shall sell to Buyer and Buyer shall purchase from Seller, with the exceptions set forth hereinafter, all of Seller's assets and business as a going concern, including the following:

- (a) Real Estate and Improvements located generally at 1408 N. Adams, Lexington, Dawson County, Nebraska being all the real estate and improvements owned by Seller at these addresses and legally described as: **See Attached Exhibit "A."** Hereinafter collectively known as "Real Estate."
- (b) All of the machinery, equipment, attachments and parts therefore, tools, leasehold improvements, fixtures, office furniture, supplies and tangible personal property of every kind and nature owned, used in or necessary for the operation of the bowling alley, as further set forth in **Exhibit "B"** attached hereto;
- (c) All inventories (whether or not allocated to contracts in process), including without limitation parts, components, supplies, raw materials, work in process and finished products, items purchased for resale or lease by the Seller and items which

have been ordered and purchased by the Seller and are in transit to the Seller at the time of the Closing;

(d) All patents, trademarks, service marks, trade names and trade styles all logos, drawings, technical data, product specifications, transferable computer software, source codes, object codes, computer files, programs, blueprints, trade secrets and other proprietary rights and all goodwill associated therewith to the extent owned by Seller;

(e) All rights against suppliers of inventory or other goods or services, including without limitation any express or implied warranties and any entitlement to volume or other discounts or rebates;

(f) All authorizations, permits, franchises and licenses related to the Business;

(g) All marketing plans, marketing manuals, sale materials, promotional materials, catalogues and advertising and marketing literature and materials;

(h) All business records and files, including without limitation mailing lists, sales information, customer and supplier records, cost and pricing information, billing records, employment and personnel records (subject to applicable laws) and other records (including without limitation those maintained on computer tapes disks or other computer retrievable formats), in each case whether maintained by the Seller or by others for the Seller, and the Seller's main telephone number and post office boxes at which the Seller received correspondence or remittances from customers, as well as the name "Strike & Spare".

1.2 Excluded Assets. There shall be excluded from Seller's Assets and Business being sold and transferred hereunder, the following: _____.

1.3 Assumption of Liabilities. At Closing the Buyer will assume and become responsible for the following liabilities and obligations of the Seller arising from operation of the Business: Buyer assumes liability for the SBA loan (Loan #1397759110) in the approximate amount of \$273,500. This Agreement is contingent on the assumption of said loan by Buyer.

1.4 Exclusion of Liabilities. Except as specifically assumed pursuant to Section 1.3, the Buyer will not assume or be responsible for any obligation or liability of the Seller, and the Seller will continue to be responsible for all its obligations and liabilities, which are known or unknown, fixed or contingent, liquidated or unliquidated and secured or unsecured, arising at or prior to, the Closing, whether or not related to the Business and whether or not disclosed to the Buyer (collectively, the "Excluded Liabilities"). Without limiting the generality of the foregoing, the Excluded Liabilities include any obligations or liabilities of the Seller (unless otherwise assumed pursuant to Section 1.3):

(a) Arising out of or relating to this Agreement or the transactions contemplated

hereby, including without limitation the preparation, negotiation or execution of this Agreement, an any attorneys', accountants' or other fees or expenses incurred in connection therewith;

(b) Constituting indebtedness, including without limitation obligations or liabilities on account of borrowed money, the deferred purchase price of any property, letters of credit or guaranties;

(c) For federal, state, local or foreign taxes arising out of or relating to the operation of the Business by Seller or any activity or event occurring or condition or state of facts existing at or prior to the date of Closing or arising out of, resulting from, or incident to, the consummation of the transactions contemplated by this Agreement;

(d) Arising out of or relating to any actual or alleged breach or failure to perform by the Seller prior to the Closing Date, or any other person or entity for which the Seller may be liable, under any contract, commitment, arrangement or understanding;

(e) Resulting from any violation by the Seller, or any other person or entity for which the Seller may be liable, of any legal duty or any applicable federal, state, local or foreign law, statute ordinance, rule, regulation, judgment, order or decree, including without limitation any Environmental Laws;

(f) Relating to any condition, event, action or situation occurring or existing prior to the Closing Date for which liability under any Environmental Law may arise;

(g) To any present or former stockholder, officer or director of the Seller;

(h) To any present or former employee of the Business (or their dependents or beneficiaries) for matters arising before the Closing Date, including without limitation obligations for wages, bonuses, employee benefits, fringe benefits, vacation or holiday pay, severance pay or worker's compensation, or under any federal state, local or foreign law, statute, ordinance, rule or regulation relating to employment;

(i) Relating to any accounts payable, note payable or other payable that is not reflected on the books of Business to any affiliate of the Seller.

(j) Relating to any litigation pending or threatened against the Seller or Business;

(k) Relating to any activities or businesses of the Seller or any of its predecessors other than the Business;

The Seller agrees to pay and discharge all Excluded Liabilities in accordance with the terms thereof.

1.5 Encumbrances. The within sale and transfer of Seller's Assets and Business shall,

at the time of Closing, or shortly thereafter, be free and clear of all obligations, security interests, liens and encumbrances whatsoever.

1.6 Purchase Price. The purchase price to be paid by Buyer to Seller for the sale and transfer of Seller's Assets and Seller's Business to Buyer, in accordance with the provisions of this Agreement, is the sum of Three Hundred Seventy-Eight Thousand Five Hundred Dollars and 00/100ths (\$378,500.00). The purchase price shall be payable as follows:

(a) At the time of Closing the Buyer shall pay to Seller the sum of Two Hundred Seventy-Three Thousand Five Hundred Dollars and 00/100ths (\$273,500.00), in the form of the assumption of the Note owed to the SBA (Loan #1397759110).

(b) The remaining sum in the amount of One Hundred Five Thousand Dollars (\$105,000.00) shall be paid by the signing of a secured Promissory Note with payments to be made in accordance with the terms and conditions of the Promissory Note, a copy of which is attached hereto, marked **Exhibit "C"** and made a part hereof by this reference, which shall be secured by a Deed of Trust, a copy of which is attached hereto, marked **Exhibit "D,"** and made a part hereof by this reference, and a secured interest in all personal property described in **Exhibit "B"**. All installments due under the Promissory Note shall be paid directly to or automatically deposited in an account set up by Seller for that purpose with all payments to be applied to the Promissory Note.

(c) Inventory and Accounts Receivable is included in the Purchase Price and Seller shall maintain said inventory in the ordinary course of business until Closing.

(d) The allocation of the Purchase Price for the Real Estate and Personal Property shall be as follows: \$300,000.00 in Real Estate, \$78,500 in remaining assets.

1.7 Taxes, Accounts Payable, Supplies and Utilities. Seller shall pay for all pay roll taxes and similar employee related items up to the effective time of the transfer of Seller's Assets and Business (as defined in Section 1.9), and Buyer shall pay for all pay roll taxes and similar employee related items beginning as of the effective time of the transfer of Seller's Assets and Business (as defined in Section 1.9). Personal property taxes, sales taxes and other taxes, membership dues, advertising, and licenses and permits to the State, Federal, or applicable local government entity, and accounts payable shall be prorated between Seller and Buyer as of the effective time of the transfer of Seller's Assets and Business (as defined in Section 1.9). The parties further agree that Seller shall pay for all supplies, utilities and all other charges which have been made or may be charged against Seller's Assets and Business up to the effective time of the transfer of Seller's Assets and Business (as defined in Section 1.9), and Buyer to pay for all such supplies, utilities and other charges beginning as of the effective time of the transfer of Seller's Assets and Business (as defined in Section 1.9).

1.8 Physical Possession of Seller's Assets and Business. Physical possession of Seller's

Assets and Business shall be delivered to Buyer at the time of Closing. Seller agrees to furnish Buyer with copies of any records concerning Seller's Assets and Business that are in their possession and/or agrees to assist Buyer in securing any applicable records relative to the past and present operation, including, but not limited to, rent rolls, evidence of deposits, leases, utility statements, background/credit checks of tenants, all business contacts (for repairs, vending, services, remodeling), summaries of tenants, tenant repair requests, financial records, clientele, employees, etc., so as to assist Buyer in an orderly and continuous transition of the ownership of Seller's Assets and Business.

1.9 **Closing.** The Closing shall take place on or about January 2, 2023, or such other date and time as may be mutually agreed to by the parties, at HELDT, MCKEONE & COPLEY LAW OFFICES, or at such other time and place as Seller and Buyer shall mutually agree. Following Closing, Buyer is authorized to open all mail addressed to Strike & Spare unless such mail is marked personal. Any mail so marked and any mail intended to be sent to Seller personally which does not affect or concern the conduct of Seller's Assets and Business being transferred hereunder shall be forwarded by Buyer to Seller immediately.

1.10 **Inspection and Value.** Buyer has formed Buyer's own opinion as to the value of Seller's Assets and Business being purchased hereunder. Seller and Buyer agree that Seller's warranties include only such express written warranties as are contained in this Agreement. Any other express warranties, oral or written, not contained in this Agreement are of no force and effect. Seller hereby disclaims all implied warranties, including, without limitation, implied warranties of merchantability and implied warranties of fitness for special or ordinary purposes. The parties acknowledge that Buyer has inspected Seller's Assets and Business, financial records, books of account, purchase orders, receipts, and other business records to the full extent of Buyer's desire, and Seller has given Buyer ample opportunity to conduct such inspections. Seller's Assets and Business being purchased hereunder, except as expressly warranted or represented herein, are purchased "AS IS" and "with all faults". Buyer recognizes the success of the enterprise in which Seller's Assets and Business will be utilized is dependent upon the skills and abilities of Buyer.

ARTICLE 2 - Transfer of Real Estate

2.1 **Title; Restriction in Warranty Deed; Possession.** Seller agrees to deliver at Closing a general Warranty Deed to the Real Estate conveying to Buyer, **Nic VanCura and Carrie VanCura**, or their assigns, marketable title to the Real Estate, free and clear of all mortgages, deeds of trusts, encumbrances, liens, statutory rights, assessments, covenants, charges or adverse claims of any kind or character whatsoever, except for easements and restrictions of record that are acceptable to Buyer and its counsel, and further subject to the restriction that Buyer may not sell the Real Estate within five (5) years unless the sale is to an individual or business whom intends to operate the Real Estate as a bowling alley. Said restriction shall be incorporated into the Warranty Deed to be filed hereunder. Seller shall deliver possession to the Real Estate to Buyer at the time of Closing.

2.2 **Title Insurance.** Seller and Buyer shall obtain a title insurance commitment on the Real Estate, issued by HELDT, MCKEONE & COPLEY. The title insurance commitment will

show marketable title to the Real Estate in Seller in accordance with the terms and conditions of this Agreement, and shall agree to insure title in Buyer and for the benefit of Buyer's lender, if any, in the amount of the price allocated to the Real Estate following Closing in conformity herewith. Title standards approved by the Nebraska State Bar Association as of the date of the title insurance commitment shall serve as a guide to marketability of title. Seller agrees to execute, upon request of the Title agent, a Nebraska Marketable Title Affidavit.

2.3 Taxes, Assessments and Other Costs. All taxes related to the Real Estate for 2022 and all prior years shall be paid by Seller at or prior to closing. Any tax related to the Real Estate for 2023 shall be prorated to the date of Closing based on the most recent property valuation and the most recent mill levy. Any special assessment arising out of any improvement completed or under construction prior to Closing, whether then levied or unlevied, assessed or unassessed, shall be borne by Seller. Seller shall pay any and all transfer taxes, documentary revenue stamp taxes, or similar fees which are payable upon the recording of the Warranty Deed from Seller to Buyer.

2.4 Brokers. Seller and Buyer have not entered into any contract, arrangement or understanding with any person or firm which may result in the obligation of Seller or Buyer to pay any finder's fee, brokerage or agent's commission or other like payment in connection with the negotiations leading to this Agreement or the consummation of the transactions contemplated hereby, and Seller or Buyer is not aware of any claim or basis for any claim for payment of any finder's fee, brokerage or agent's commission or other like payment in connection with the negotiations leading to this Agreement or the consummation of the transactions contemplated hereby.

2.5 Use and Restrictions of the Property. Buyer's intended use of the Real Estate as a bowling alley complies with applicable zoning and local ordinances. The Real Estate is not located in a designated flood plain.

2.6 Special Assessments and Liens. No costs or expenses of any kind or character whatsoever associated with the construction or maintenance of any street, sidewalk, parking area or utility improvement surrounding or serving the area adjacent to the Real Estate, including, without limitation, the costs and expenses attributable to paving, extension of water, sanitary sewer, storm sewer lines, street and parking lot lighting, street signs, engineering design and city engineering will be assessed against the Real Estate.

2.7 "As Is". Seller has sold the Real Estate "AS IS", making no representations or warranties concerning it of any kind or nature.

2.8 Contracts. Seller is not a party to any contract, written or oral, which will give rise to a lien (including but not limited to, construction lien, mechanic's lien, storage and repair lien), or other encumbrances on the Real Estate or improvements.

2.9 Disputes. Seller has no knowledge of any fence disputes, boundary disputes, water disputes, or drainage disputes, existing, actual or threatened, special assessments, taxes, or condemnation proceedings concerning the Real Estate.

2.10 Pollution. No hazardous or toxic material, substance, pollutant, contaminant, waste, asbestos, or petroleum product has been released into the environment, discharged, placed or disposed of at, near, or on the Real Estate. The Real Estate has not been used at any time by any person as a landfill or waste disposal site. No claims litigation, administrative proceedings, are pending or threatened, and no judgments or orders have been entered relating to any hazardous substance, hazardous waste, as defined by the Resource Conservation Recovery Act, as amended, 42 U.S.C. §§6901 et seq., or the Comprehensive Environmental Response, Compensation and Liability Act, as amended 42 U.S.C. §§6901 et seq., has been generated, manufactured, refined, transported, treated, stored, handled or disposed of on, at or near the Real Estate.

2.11 Survey. Buyer is purchasing the Real Estate without the requirement of a survey. Buyer has personally inspected the Real Estate and accepts it with its existing boundaries and borders. Should Buyer choose to obtain a survey of the Real Estate, Buyer would incur all the costs of such survey.

2.12 Risk of Loss. All risk of loss or damage to the property by fire or other casualty until the delivery of the deed is assumed by the Seller, and in such event, the Buyer shall have the right and option to cancel this Agreement and receive all monies paid under the Agreement.

ARTICLE 3 - Transfer of Business Name, Telephone Number, and Business Assets

3.1 Transfer of Business Name, Telephone Number and Website. Following Closing, Buyer shall own and is hereby authorized to use the name and telephone number of Strike & Spare Bowl and Seller assigns all rights to use such name and number to Buyer.

ARTICLE 4 - Conduct of Business Pending Closing.

4.1 Seller's Duties. Seller covenants, represents and warrants in favor of Buyer that pending completion of the Closing, unless otherwise mutually agreed to in writing:

- (a) Seller shall not engage in any sale or enter into any transaction, contract or commitment, or incur any liability or obligation, or make any disbursement, not in the ordinary course of business.
- (b) Seller shall not sale or transfer any interest in Strike & Spare Bowl, Inc., a Nebraska Corporation.
- (c) Seller shall not engage in any action or fail to act where the result is likely to interfere with the completion of the transactions herein contemplated.
- (d) Seller shall not subject any of its assets, tangible or intangible, to any lien of any kind, exclusive of liens arising as a matter of law.
- (e) Seller shall not increase or enhance the compensation payable to any

employee of Seller, except for regularly scheduled wage adjustments to employees in amounts consistent with past practice.

(f) Seller shall carry and continue in force through the Closing such property, worker's compensation, liability and other insurance as Seller currently carries.

(g) Seller shall use its best effort to preserve the business organization and all equipment and records thereof in good order and shall use its best efforts to keep available for Buyer all the present employees of Seller and preserve for Buyer the good will of suppliers, customers and others having business relationships with Seller.

(h) Seller shall repair and maintain Seller's Assets in a good state of repair, ordinary wear and tear excepted, and Seller shall not dispose of any of such items without the consent of Buyer.

(i) Seller shall maintain its normal advertising rates.

(j) Seller shall allow, at all reasonable times upon reasonable notice, Buyer and its attorneys, auditors, accountants and other authorized representatives and their lenders, to have access to Seller's Assets and Business, financial records, tax returns, all working papers, books of account, purchase orders, receipts, and other business records.

(k) Seller shall comply with all regulations and laws applicable to it in the conduct of its business.

(l) Seller shall promptly notify Buyer of any lawsuits, claims, proceedings or investigations that may be threatened, brought, asserted, or commenced against Seller or its managers or members.

4.2 **Buyer's Duties.** Buyer covenants, represents and warrants in favor of Seller that pending completion of the Closing, unless otherwise mutually agreed to in writing, Buyer shall use its best effort to preserve Seller's Assets and Business and use its best efforts to keep available for Seller all the present employees of Seller and preserve for Seller the good will of suppliers, customers and others having business relationships with Seller.

4.3 **Data on Employees; Accrued Benefits.** Before Closing, Seller shall deliver to Buyer a true and complete schedule of employees listing all persons employed by Seller, showing as to each, the nature of the employee's job, age, years of service, and the amount or rate of compensation. Prior to Closing, Seller shall pay to its employees all accruals of vacation, sick leave, retirement benefits, and any other benefits due the employee..

ARTICLE 5- Seller's Liabilities.

5.1 **No Assumption of Liabilities.** Seller acknowledges that Buyer is acquiring Seller's Assets and Business hereunder without any assumption of Seller's liabilities, except as set forth in Section 1.3. Specifically, all liabilities of Seller, whether existing or contingent or whether related to any business liability, income taxes, payroll taxes or any other type of taxes, wages, or other payables or liabilities, incurred or arising prior to Closing, shall be the responsibility of Seller. All liabilities arising after Closing shall be the responsibility of Buyer.

5.2 **Claims.** Seller will hold Buyer harmless and hereby indemnifies Buyer from any and all claims, obligations, debts, damages, liabilities, and federal and state income and other taxes which relate to Seller's conduct of the business through Closing, and there is no pending tax claim or dispute on taxes which might result in a lien against Seller's Assets and Business. Buyer will hold Seller harmless and hereby indemnifies Seller from any and all claims, obligations, debts, damages, liabilities, and federal and state income and other taxes relating to the conduct of the business after Closing.

ARTICLE 6 - Representations and Warranties of Seller.

6.1 **Organization and Qualification.** Sellers are individuals and a Nebraska Corporation duly organized, validly existing and in good standing under the laws of the State of Nebraska and is qualified to do business in the State of Nebraska. Further, Seller has all requisite company power to own, lease, operate, use and sell its assets and properties and to carry on its business as it is now being conducted.

6.2 **Company Authority.** The execution and delivery of this Agreement to Buyer and the carrying out of the provisions hereof have been duly authorized by the managing members of Seller and authorized by Seller's members.

6.3 **Compliance.** Neither the execution or delivery of this Agreement nor any instrument or agreement to be delivered by Seller to Buyer on or before Closing pursuant to this Agreement nor the compliance with the terms and provisions hereof by Seller will result in the breach of any applicable statute or regulation promulgated thereunder, or any administrative or court order or decree, nor will such compliance conflict with, or result in the breach of, any of the terms, conditions, or provisions of the Certificate of Organization or Operating Agreement of Seller or any agreement or other instrument to which Seller is a party or by which Seller is or may be bound, or constitute an event of default or default thereunder, or with the lapse of time or the giving of notice constitute an event of default thereunder.

6.4 **Liens.** Seller is not a party to any contract, written or oral, which will give rise to a lien (including, but not limited to, construction lien, mechanic's lien, or storage and repair lien or other encumbrance on the real estate) and that there are no known claims or pending litigation that relate to any of the above.

6.5 **Employee Benefits and Wage Payments.** Seller has no pension, profit sharing, annuity, savings or related retirement plan for any of its employees. All wages due Seller's employees as of Closing will be paid by Seller.

6.6 Litigation. There is no suit or action, or legal, administrative, arbitration or other proceeding or governmental investigation, affecting Seller's Assets and Business pending, or to the knowledge of Seller, threatened against Seller which might materially or adversely affect the financial condition of Seller or the conduct of Seller's business. Seller further represents that there is no outstanding judgment, decree, or order against Seller which affects Seller in any way.

6.7 Good Title. Seller has and shall transfer to Buyer, at Closing, a Bill of Sale conveying good and marketable title to Seller's Assets and Business being sold and transferred hereunder, free and clear of any and all obligations, security interests, encumbrances or liens.

6.8 Absence of Undisclosed Liabilities. Seller has no material obligations or liabilities of any nature whatsoever, whether absolute, accrued, contingent or otherwise, and including, without limitation, deferred tax liabilities, vacation time or pay, severance pay, and any other liabilities relating to or arising out of any act, omission, transaction, circumstance, sale of services, or other condition which occurred or existed on or before the Closing Date, related to Seller's Assets and Business.

6.9 Insurance. Seller has and will continue to have through the date of Closing, policies of liability, casualty, title, errors and omissions, fidelity bonds and other forms of insurance, all of which are fully paid for, covering Seller's Assets and Business.

6.10 Contracts; Defaults. Seller is not in default under any contract, service contract, agreement, commitment, arrangement, lease, or other agreement by which Seller's Assets and Business may be bound or affected or under which such Assets, Business or operations receive benefits, and there has not occurred any event that with the lapse of time or the giving of notice or both would constitute such an event of default thereunder.

6.11 Full Disclosure. No representation, warranty or covenant in this Agreement, nor any statements, certificates, Schedules or Exhibits furnished to Buyer pursuant hereto, or in connection with the transactions contemplated hereby, contains any untrue statement of a material fact, or omits to state a material fact necessary to make the statements contained therein, in the light of the circumstances under which they were or are to be made, not misleading.

6.12 Governmental Approvals. No approval of any governmental or administrative agency is required as a condition to the legality of, or the enforceability of the execution, delivery or performance by Seller of the Agreement, or the transfer of any or all of Seller's Assets and Business hereunder. There is no income, excise, transfer, use or other tax of any kind or nature due or payable by Seller as a result of the transfer of Seller's Assets and Business hereunder which will not be satisfied by Seller. If any governmental or administrative agency is discovered to be required, Seller and Buyer shall work cooperatively to complete any such requirement within a reasonable time.

ARTICLE 7 - Representations and Warranties of Buyer.

7.1 **Organization and Qualification.** Buyers have all requisite power and authority to purchase Seller's Assets and Business and perform the transactions contemplated herein.

7.2 **Purchasing Assets "As Is".** Buyer has personally inspected the Seller's Assets and Business, including all fixtures and personal property passing to Buyer therewith, and enters into this Agreement solely on the basis of Buyer's own visual inspection and investigation of the same and accepts the same in the exact condition in which they now are, and makes this Agreement relying upon no representation or warranties of Seller, other than such as are set forth herein.

7.3 **Compliance.** Neither the execution or delivery of this Agreement nor any instrument or agreement to be delivered by Buyer to Seller on or before Closing pursuant to this Agreement nor the compliance with the terms and provisions hereof by Buyer will result in the breach of any applicable statute or regulation promulgated thereunder, or any administrative or court order or decree, nor will such compliance conflict with, or result in the breach of, any of any agreement or other instrument to which Buyer is a party or by which Buyer is or may be bound, or constitute an event of default or default thereunder, or with the lapse of time or the giving of notice constitute an event of default thereunder.

7.4 **Litigation.** There is no suit or action, or legal, administrative, arbitration or other proceeding or governmental investigation, affecting Buyer, or to the knowledge of Buyer, threatened against Buyer which might materially or adversely affect Buyer's ability or right to perform all of Buyer's obligations hereunder.

ARTICLE 8 - Covenants of Seller and Buyer.

8.1 **Seller's Covenants.** Seller shall fulfill the closing conditions contained in this Agreement that are reasonably within the control of Seller, and to cause the representations and warranties in Article 6 to be true and correct on and as of Closing, and in regards to Section 6.13, which survives Closing.

8.2 **Buyer's Covenants.** Buyer shall fulfill the closing conditions contained in this Agreement that are reasonably within the control of Buyer, and to cause the representations and warranties in Article 7 to be true and correct on and as of Closing.

ARTICLE 9 - Seller's Conditions to Closing.

The obligation of Seller to consummate the sale and complete the Closing hereunder is, at Seller's option, subject to the fulfillment by Buyer of the following conditions:

9.1 **Continued Truth of Warranties.** The representations and warranties of Buyer herein contained shall be true on and as of Closing with the same force and effect as though made as of

such date.

9.2 Performance of Covenants. Buyer shall have performed all covenants and obligations and complied with all conditions required by this Agreement to be performed or complied with by it on or prior to Closing.

9.3 Closing Documents. Buyer shall have delivered all documents required to be delivered by Buyer at Closing, as more specifically set forth in Section 11.2, in each case in form and substance reasonably satisfactory to Seller.

ARTICLE 10 - Buyer's Conditions to Closing.

The obligation of Buyer to consummate the purchase and complete the Closing hereunder is, at Buyer's option, subject to the fulfillment by Seller of the following conditions:

10.1 Continued Truth of Warranties. The representations and warranties of Seller contained herein shall be true in all material respects on and as of Closing with the same force and effect as though made as of such date.

10.2 Performance of Covenants. Seller shall have performed all covenants and obligations in all respects and complied with all conditions required by this Agreement to be performed or complied with by it on or prior to Closing.

10.3 Closing Documents. Seller shall have delivered all documents required to be delivered by Seller at Closing, as more specifically set forth in Section 11.1, in each case in form and substance reasonably satisfactory to Buyer.

ARTICLE 11 - Documents to be Delivered at Closing.

11.1 Documents to be Delivered at Closing by Seller. At the Closing:

- (a) Seller shall deliver to Buyer a certificate of good standing certified as of a recent date by the Nebraska Secretary of State, attesting to the good standing of the Company under the laws of the State of Nebraska, or other proof of good standing satisfactory to Buyer.
- (b) Seller shall execute and deliver to Buyer a Bill of Sale of Personal Property to Seller's Assets and Business, transferring to Buyer good and marketable title free and clear of all liens, claims, and encumbrances.
- (c) Seller shall deliver to Buyer releases from any lienholders related to any of

Seller's Assets and Business.

(d) Seller shall execute and deliver to Buyer all documents and instruments reasonably required or desired by Buyer under other provisions of the Agreement to carry out the terms thereof.

11.2 Documents to be Delivered at Closing by Buyer. At the Closing:

(a) Buyer shall execute and deliver to Seller a Promissory Note, a copy of which is attached hereto and marked Exhibit "C".

(b) Buyer shall execute and deliver to Seller a Deed of Trust, a copy of which is attached hereto and marked Exhibit "D".

(c) Buyer shall execute and deliver to Seller a Security Agreement and Financing Statement for Seller's secured interest in the personal property described in Exhibit "B".

(d) Buyer shall execute and deliver to Seller all documents and instruments reasonably required or desired by Seller under other provisions of the Agreement to carry out the terms thereof.

ARTICLE 12 - Survival and Indemnification.

12.1 Survival. The representations, warranties, covenants and agreements set forth in this Agreement or in any certificate or other writing delivered in connection with this Agreement shall survive the Closing and the consummation of the transactions contemplated hereby until expiration of the applicable statute of limitations.

12.2 General Indemnification.

(a) By Seller. By execution of this Agreement, Seller agrees to indemnify Buyer and its successors and assigns and hold it harmless against and in respect of any and all loss, liability, cost, expense or damage including attorney's fees and costs incurred by Buyer incident to, arising in connection with or resulting from: (i) any misrepresentation, breach, nonperformance or inaccuracy of any representation, warranty or covenant by Seller made or contained in this Agreement; and (ii) any failure to transfer Seller's Assets and Business to Buyer free and clear of liens and encumbrances.

(b) By Buyer. By execution of this Agreement, Buyer agrees to indemnify

Seller and its successors and assigns and hold it harmless against and in respect of any and all loss, liability, cost, expense or damage including attorney's fees and costs incurred by Seller incident to, arising in connection with or resulting from any misrepresentation, breach, nonperformance or inaccuracy of any representation, warranty or covenant by Buyer made or contained in this Agreement.

ARTICLE 13 - Termination and Modification of Agreement.

13.1 **Termination Prior to Closing.** Anything in this Agreement to the contrary notwithstanding, this Agreement may be terminated and the transactions contemplated hereby abandoned at any time prior to Closing:

- (a) By mutual written consent of Buyer and Seller;
- (b) Upon written notice from Buyer to Seller if either (i) any of the conditions precedent to Buyer's obligations hereunder shall have become incapable of fulfillment through no fault of Buyer, or (ii) Seller is in breach of any material representation, warranty or covenant of Seller in this Agreement, which breach has continued for ten (10) days after delivery of written notice to Seller specifying such breach; or
- (c) Upon written notice from Seller to Buyer if either (i) any of the conditions precedent to Seller's obligations hereunder shall have become incapable of fulfillment through no fault of Seller, or (ii) Buyer is in breach of any material representation, warranty or covenant of Buyer in this Agreement, which breach has continued for ten (10) days after delivery of written notice to Buyer specifying such breach.

Any such written notice shall state the grounds for termination asserted by the party delivering such notice of termination.

13.2 **Termination and/or Modification after Closing.** Anything in this Agreement to the contrary notwithstanding, the sale and purchase of Seller's Assets and Business, including the Promissory Note, Deed of Trust, any other documents that have been executed for Closing, and the transactions contemplated thereunder, may be terminated and/or modified after Closing by mutual written consent of Buyer and Seller.

13.3 **Effect of Termination.** If, prior to Closing, this Agreement is terminated and the transactions contemplated hereby are abandoned pursuant to Section 13.1, or, after Closing, the sale and purchase of Seller's Business is terminated pursuant to Section 13.2, this Agreement or the documents that have been executed for Closing and the transactions contemplated thereunder,

shall become null and void and of no further effect, except for the provisions of this Article 13; provided, however, that such termination shall not affect the right of any party to bring an action against another party for a breach occurring prior to the termination or for a wrongful termination.

ARTICLE 14 - Miscellaneous.

14.1 Notices. Any notices or other communications required or permitted hereunder to any party hereto shall be sufficiently given if delivered in person or sent by certified or registered mail, postage prepaid, addressed as follows:

In the case of Buyer to:	Nic VanCura and Carrie VanCura 211 Cherokee St. Lexington, NE 68850
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In the case of Seller to:	Brad Larson and Jocelyn Larson 116 Sunset Dr. Lexington, NE 68850
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or such substituted address as any party shall have given notice to the others in writing in the manner set forth in this Section 13.1.

14.2 Division of Expenses. The costs of the preparation of all documents and other related expenses in connection with the sale of the Assets and Business and the closing of the sale shall be paid by the respective parties as follows:

- (a) Closing Fee (HMC) – Seller-½ & Buyer-½;
- (b) Documentary Stamp Tax-Seller
- (c) Filing Fee (Warranty Deed) – Buyer;
- (d) Filing Fee (Deed of Trust) – Buyer;
- (e) Attorney's Fees (HMC)- Seller-½ & Buyer-½;
- (f) Owner's Title Insurance Premium and Closing Protection Letter (HMC)- Seller-½ & Buyer-½;
- (g) Lender's Title Insurance, plus endorsements- Buyer
- (h) Loan costs, loan documents, other loan related costs-Buyer

14.3 Amendment. This Agreement may be amended or modified in whole or in part only by an agreement in writing executed by all parties hereto and making specific reference to this Agreement.

14.4 Binding on Heirs, Personal Representatives, Successors and Assigns. Seller is liable for each of Seller's representations, warranties, covenants and indemnity obligations

hereunder. Buyer is liable for each of Buyer's representations, warranties, covenants and indemnity obligations hereunder. This Agreement shall be binding upon, inure to the benefit of and be enforceable by and against the parties hereto and their respective heirs, personal representatives, successors and assigns in accordance with the terms hereof.

14.5 Assignment. This Agreement may not be assigned by either party without the express written permission of the other party, except if Buyer desires to assign the Agreement to related entities which does not require consent.

14.6 Third Party Management. Seller acknowledges that Buyer may use a third party to assist with the management of the Seller's Assets and Business and as such consents to the use of such third party as Buyer's agent as it pertains to the management of Seller's Assets and Business. Seller agrees to cooperate with Buyer's agent in the fulfillment of the terms and conditions of this Agreement.

14.7 Severability. In the event that any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions of this Agreement and any other application thereof shall not in any way be affected or impaired thereby; provided, however, that to the extent permitted by applicable law, any invalid, illegal, or unenforceable provision may be considered for the purpose of determining the intent of the parties in connection with the other provisions of this Agreement.

14.8 Waivers. The parties may, by written agreement, (a) extend the time for the performance of any of the obligations or other acts of the parties hereto, (b) waive any inaccuracies in the representations contained in this Agreement or in any document delivered pursuant to this Agreement, (c) waive compliance with, or modify, any of the covenants or conditions contained in this Agreement, and (d) waive or modify performance of any of the obligations of any of the parties hereto; provided, that the occurrence of the Closing shall not of itself constitute such a waiver of modification, and provided further, that no such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement or condition shall operate as a waiver of, or an estoppel with respect to, any subsequent insistence upon such strict compliance other than with respect to the matter so waived or modified.

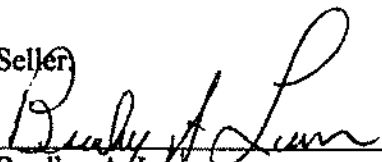
14.9 Headings. The headings in the Articles, Sections and paragraphs of this Agreement are inserted for convenience only and in no way alter, amend, modify, limit or restrict the contractual obligations of the parties.

14.10 Survival. All agreements, covenants, undertakings, representations, and warranties of the parties extended hereunder shall be deemed to continue and survive the Closing.

14.11 Entire Agreement; Law Governing. All prior negotiations and agreements between the parties hereto are superseded by this Agreement, and there are no representations, warranties, understandings or agreements other than those expressly set forth herein, except as modified in writing concurrently herewith or subsequent hereto. This Agreement shall be governed by and construed and interpreted according to the internal laws of the State of Nebraska, determined without reference to conflicts of law principles.


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

IN WITNESS WHEREOF, the parties hereto have executed this Asset Purchase Agreement on the day and year first above written.

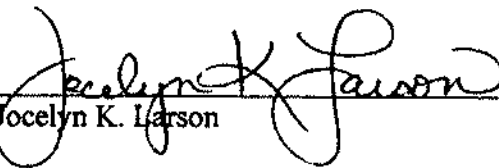
Seller


Bradley A. Larson

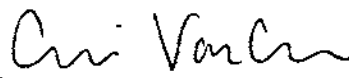
Buyer:



Nic VanCura

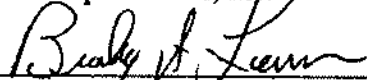


Jocelyn K. Larson



Carrie VanCura

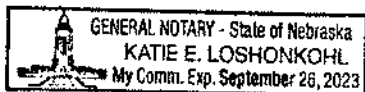
Strike & Spare Bowl, Inc.


By: 

Bradley A. Larson, President

STATE OF NE)
) ss:
COUNTY OF Dawson)

The foregoing Agreement was acknowledged before me on 10/16, 2022 by Bradley A. Larson and Jocelyn K. Larson, Husband and Wife.





Notary Public

(SEAL)

STATE OF NE)
) ss:
COUNTY OF Dawson)

The foregoing Agreement was acknowledged before me on 10/6, 2022, by Bradley A. Larson, President of Strike & Spare Bowl, Inc., a Nebraska Corporation, for and on behalf of the Company, as Seller.



Katie E. Loshonkohl
Notary Public

(SEAL)

STATE OF Nebraska)
) ss:
COUNTY OF Dawson)

The foregoing Agreement was acknowledged before me on Sept. 30, 2022, by Nic VanCura and Carrie VanCura, Husband and Wife.



Danielle Martes Barraza
Notary Public

(SEAL)

EXHIBIT "A"

The North 3.75 feet of the West Half (W1/2) of Lot Three (3), except Ten (10) feet alley; The West Half (W1/2) of Lot Four (4), except Ten (10) Feet alley; the West Half (W1/2) of Lot Five (5), except Ten (10) feet alley; The South Half (S1/2) of the West Half (W1/2) of Lot Six (6), except Ten (10) feet alley; All in Block "B" in Kutz Park Addition, City of Lexington, Dawson County, Nebraska.

EXHIBIT "C"

PROMISSORY NOTE

Payee (lender):	Brad A. Larson, Jocelyn K. Larson and Strike & Spare Bowl, Inc. 116 Sunset Dr. Lexington, NE 68850
Maker (borrower):	Nic VanCura and Carrie VanCura 211 Cherokee St. Lexington, NE 68850
Place to Make Payments:	116 Sunset Dr., Lexington, NE 68850
Principal Sum (face amount):	\$105,000.00
Due Date 1st Payment:	02/02/2023
Amount of Each Equal Payment:	\$1,219.14 (59); \$62,788.04 (1)
Due Date Last Payment:	01/02/2028
Frequency of Payments:	Monthly
Interest Rate:	7%
Number of Payments:	60
Default Interest Rate:	10%
Pre-Payment Restrictions:	None
Collateral:	1408 N. Adams, Lexington, NE 68850

FOR VALUE RECEIVED, the Maker, promises to pay to the order of Payee as the holder hereof may direct, the Principal Sum with interest on the principal balance from time to time remaining unpaid at the Interest Rate per annum from the date of this Promissory Note payable in equal amortization installments as set forth above and in the Amortization Schedule attached hereto. The date of maturity shall be on January 2, 2028.

The principal and interest are to be paid in equal installments as provided herein, with each installment to be applied first to reimburse holder for any advancements made by holder for the protection of security as provided in the Deed of Trust securing this obligation, second to pay accrued interest, and the balance to reduce principal.

Should makers fail to pay any installment on or before the due date of each payment, such installment shall be considered late and shall be subject to a late-payment charge of \$25.00 for each late installment, payable concurrently with the payment of the late installment.

Should any installment not be paid when due, holder may, without notice, declare the entire unpaid principal balance and accrued interest immediately due and payable, whereupon all amounts due

hereunder shall bear interest at the Default interest rate per annum from the due date of the installment on which makers have defaulted. On such acceleration, holder shall be entitled to exercise all rights available to holder.

Failure of holder to exercise any option contained herein on any one default shall not waive the right of holder to exercise any such option on any subsequent default.

Maker shall have the right to pre-pay any amounts of principal and interest at any time prior to the date of maturity.

Maker waives presentment, protest, notice of protest, diligence in bringing suit hereon, and notice of extension of time for payment.

DATED: _____, 2023.

BORROWER:

Nic VanCura

Carrie VanCura

STATE OF NEBRASKA)
) ss
COUNTY OF DAWSON)

Subscribed and sworn to before me this ____ day of _____, 2023, by Nic VanCura and Carrie VanCura, Husband and Wife.

Notary Public

(SEAL)

EXHIBIT "D"

Return to:
HELDT, McKEONE & COPLEY
P.O. Box 1050
710 N. Grant
Lexington, Nebraska 68850

DEED OF TRUST

THIS DEED OF TRUST is made on this _____ day of _____, 2023. The Trustor is Nic VanCura and Carrie VanCura, Husband and Wife, a/k/a Borrower. The Trustee is BRIAN W. COPLEY, Attorney at Law, P.O. Box 1050, Lexington, Nebraska 68850. The Beneficiary is Brad A. Larson and Jocelyn K. Larson, a/k/a Lender. The Beneficiary's address is 116 Sunset Dr., Lexington, NE 68850.

Borrower irrevocably conveys to Trustee, in Trust, with the power of sale, the following:

The North 3.75 feet of the West Half (W1/2) of Lot Three (3), except Ten (10) feet alley; The West Half (W1/2) of Lot Four (4), except Ten (10) Feet alley; the West Half (W1/2) of Lot Five (5), except Ten (10) feet alley; The South Half (S1/2) of the West Half (W1/2) of Lot Six (6), except Ten (10) feet alley; All in Block "B" in Kutz Park Addition, City of Lexington, Dawson County, Nebraska.

Together with all the rents and profits therefrom, less real estate taxes, and subject to easements and restrictions of record, if any.

Borrower owes Lender One Hundred Five Thousand Dollars and 00/100ths (\$105,000.00), pursuant to a Promissory Note of even date payable according to the terms thereof.

This Security Instrument secures to Lender the debt evidenced by such Promissory Note, the payment of all other sums, with interest, advanced under the provisions hereafter to protect the security and the performancy of Borrower's covenants and agreements.

Borrower covenants that Borrower is lawfully seised of such real estate and has the legal power and lawful authority to convey the same and warrants and will defend title to the real estate against the lawful claims of all persons.

BORROWER AND LENDER AGREE AS FOLLOWS:

1. Borrower shall pay when due, the principal and interest as provided in said note.
2. All payments received by Lender shall be first applied to advances which may have been made by Lender and then to interest due and last to principal due.
3. Borrower shall pay all general real estate taxes and special assessments against the property before the same become delinquent.
4. If Lender determines that any part of the property is subject to a lien, which is or may attain priority over this security instrument, Lender may give Borrower a notice identifying the lien and Borrower shall satisfy the lien within fifteen (15) days.
5. Buyer shall keep the improvements on said premises insured against loss by fire and hazards included within the term "extended coverage" for their insurable value and policies for the same shall include a standard mortgage clause showing Lender herein. In event of loss, Lender may make proof of loss if not promptly made by Borrower. Insurance proceeds shall be applied to restoration or repair of the property damaged, unless both Parties otherwise agree, except if restoration or repair is not economically feasible or Lender's security is not lessened, otherwise said proceeds shall be paid on the debt herein, whether or not then due. Unless Lender and Borrower otherwise agree in writing, any payments or proceeds from insurance shall not extend or postpone the due date of the monthly payments provided in said note or change the amount of the payments.
6. If Borrower fails to perform the covenants and agreements herein contained, Lender may do and pay for whatever is necessary to protect the value of the property and Lender's rights in the property, including the paying of any sum secured by a lien which has priority over this security instrument, appearing in court, paying reasonable attorney fees and entering the property to make repairs. Any amount disbursed by Lender under this paragraph shall become an additional debt of Borrower secured by this security instrument, to bear interest from the date of disbursement and said amount, together with the then unpaid principal amount, shall bear interest at the highest lawful rate until refunded by Borrower.
7. The proceeds of any condemnation award are hereby assigned and shall be paid to Lender and shall be applied to the sums secured by this security instrument, whether or not then due, with any excess paid to Borrower.
8. Any extensions or modifications of the loan granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

9. Any notice to Borrower provided for in this security instrument shall be given by delivering it or may mailing it by first class mail unless Nebraska Law requires use of another method, at the Borrower's last known address.

10. This security instrument and the note which it secures shall be governed by Nebraska law.

11. Lender shall give notice to Borrower following Borrower's breach of any covenant or agreement in this security agreement and the note which it secures. The notice shall specify (a) the default, (b) the action required to cure the default, (c) a date not less than 30 days from the date the notice is given to Borrower by which the default must be cured, and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sum secured by this security agreement and resale of the property. The notice shall further inform borrower of the right to reinstate, after acceleration, and the right to bring a court action to assert the nonexistence of a default or any other defense of Borrower to acceleration and sale. If default is not cured, on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security agreement without further demand and may invoke the power of sale and any other remedies permitted by Nebraska Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph, including but not limited to reasonable attorney fees and costs of title evidence.

12. If the power of sale is invoked, Trustee shall record a notice of default in each county in which any part of the property is located and shall mail copies of such notice in the manner prescribed by Nebraska law. Trustee shall give public notice of sale to the persons and in the manner prescribed by Nebraska law. Trustee, without demand on Borrower, shall sell the property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the property at any sale.

Upon receipt of payment of the price bid, Trustee shall deliver to the purchaser Trustee's Deed conveying the property. The recitals in the Trustee's Deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of sale in the following order: (a) to all expenses of the sale including, but not limited to, Trustee's fees as permitted by Nebraska law and reasonable attorney fees; (b) to all sums secured by this security agreement; and (c) any excess to the person or persons legally entitled to it.

13. Upon acceleration under Paragraph 12 or abandonment of the property, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the property and to collect the rents of the property, including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the property and collection of rents including, but not limited to, receiver's fees, premiums on

receiver's bonds and reasonable attorney fees, and then to the sums secured by this security instrument.

14. Upon payment of all sums as herein provided, Lender shall direct Trustee to reconvey the property and shall surrender this security instrument and the note secured. Trustee shall reconvey the property without warranty and without charge to the persons legally entitled to it.

15. Lender, at its option, may from time to time remove Trustee and appoint a successor Trustee by an instrument recorded the county in which this security instrument is recorded. Without conveyance of the property, the successor Trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Nebraska law.

16. Borrower requests that copies of all notices provided herein be sent to Borrower's address which is:

Nic VanCura and Carrie VanCura
211 Cherokee St.
Lexington, NE 68850

17. Beneficiary requests that payments made pursuant to the Promissory Note referenced herein are sent to Beneficiary at:

Brad A. Larson and Jocelyn K. Larson
116 Sunset Dr.
Lexington, NE 68850

IN WITNESS WHEREOF, the Borrower, Nic VanCura and Carrie VanCura, Husband and Wife, has signed this Deed of Trust, the day and year first above written.

BORROWER:

Nic VanCura

CarrieVanCura

STATE OF NEBRASKA)
) ss.
COUNTY OF DAWSON)

The foregoing Deed of Trust was acknowledged before me on _____,

2023, by Nic VanCura and Carrie VanCura, Husband and Wife.

Notary Public

Inventory

11-15-2022

SIZE	TYPE	QUANTITY	PRICE
1.000	Malibu Rum	7 btl's	
1.000	Windsor	1 btl's	
1.000	Peachtree	7 btl's	
1.000	Pendalton	2 btl's	
1.000	Canadian Club	4 btl's	
1.000 1.000	Juarez Gold	4 btl's	
1.000	Runchata	10 btl's	
1.000	Jim Beam	2 btl's	
1.000	Jack Daniels	1 btl	
1.000	Amaretto	2 btl's	
	Fireball	8 btl's	
	Watermelon Pucker	1 btl's	
	Sour Apple Pucker	4 btl's	
	Drizel Whiskey	1 btl	
	Carolans Irish Cream	3 btl's	
	St. Brendans	3 btl's	
	Midori	4 btl's	
	Jameson	9 btl's	
	Screwball	1 btl	
	Crown Apple	4 btl's	
	Crown Royal	12 btl's	
	Bacardi	18 btl's	

	Black Velvet	8 btl's	
	Cherry McEwillscuddys	11 9 btl's	
1 pint	Doopermeister	16 btl's	
	Absolut Vodka	5 btl's	

SIZE		TYPE	QUANTITY	PRICE
1	Southern Comfort		8 btl's	
1	Captain Morgan		9 btl's	
1	Kahlua		2 btl's	
1	B & B		1 btl's	
1	McCormicks Scotch		2 btl's	
1	Ancient Age		1 btl	
1	Peppermint Schnapps		1 btl	
1	High Noon Mango	4 packs	16	
1	High Noon Lime	4 packs	20	
1	High Noon Pineapple	4 packs	4	
1	Cooks Light	24 per case	8 cases	
1	Miller Lite	" "	4 cases	
1	Budweiser	2-12 packs	1 case	
1	Bud Light	2-12 packs	8.5 cases	
1	Busch Light	" "	10.5 cases	
1	Corona	24 per case	3 cases	
1	Corona Premier	2-12 packs	1 case	
1	Michelob Ultra	" "	11 cases	
1	Blue Moon	24 per case	1 case	
1	Miller 104	24 per case	1 case	

OPERATING AGREEMENT

OF

STRIKE & SPARE BOWL SPORTS BAR, LLC

I.

Management

1.1 **Members.** Management of the Company shall be vested in each Member in proportion to such Member's contribution to the capital of the Company, as adjusted from time to time to properly reflect any additional contribution or withdrawal by another Member. The members may, from time to time, appoint a Managing Member. At this time, the Members appoint Nic Vancura as Managing Member.

1.2 **Contracting Authority.** No Member, except the Managing Member if so appointed, shall enter into any contracts, agreements, documents, instruments, notes, deeds, mortgages, deeds of trust, or other documents of conveyance or indebtedness, or incur any indebtedness on behalf of the Company, except with the consent of the other Members. No Member, except the Managing Member if so appointed, shall take any action on behalf of the Company or otherwise bind the Company except with the consent of the other Members.

1.3 **Duties of Members.** No Member shall be expected to devote full time and attention to the affairs of the Company, but shall devote the amounts of time and attention reasonable and appropriate in the Member's good faith judgment under the circumstances then prevailing.

1.4 **Authority of Members.** Subject to 1.2, the Members of the Company have the authority to do all things necessary to carry out the activities of the Company, including, but not limited to, entering into any contracts, agreements, documents, instruments, notes, deeds, mortgages, deeds of trust, or other documents of conveyance or indebtedness, or incur any indebtedness on behalf of the Company, with regard to real property.

II.

Contributions to Capital

2.1 **Initial Contributions.** Each Member agrees to make the initial contribution to the capital of the Company described on Exhibit "A" attached to this Agreement on the date hereof. No Member may make any additional, voluntary contributions to the capital of the Company except with the prior written consent of a majority in interest of the other Members of the Company.

2.2 **Additional Contributions.** No Member shall be required to make any additional contributions to the capital of the Company, except to the extent expressly set

forth in this Agreement. Any requirement to contribute additional funds to the capital of the Company shall be imposed upon the Members pro rata based upon their respective percentage interests, except to the extent that all Members agree to the contrary.

III.
Maintenance of Capital Accounts

3.1 Maintenance Provisions. A Capital Account shall be maintained on the books and records of the Company with respect to each Member.

- (a) To each Member's Capital Account there shall be credited:
 - (i) the cash and the fair market value (as reasonably agreed by the Members in good faith) of any property other than cash contributed by the Member to the capital of the Company;
 - (ii) The Member's allocable share of profits, and any items of income or gain which are specially allocated to the Member; and
 - (iii) The amount of any Company liabilities assumed by the Member or which are secured by any property of the Company distributed to the Member.

The principal amount of a promissory note which is not readily traded on an established securities market and which is contributed to the Company by the maker of the note shall not be credited to the Capital Account of any Member until the Company makes a taxable disposition of the note or until (and only to the extent) principal payments are made on the note.

- (b) To each Member's Capital Account there shall be debited:
 - (i) The amount of cash and the fair market value of any property (as reasonably agreed by the Members in good faith) of the Company distributed to the Member;
 - (ii) The Member's allocable share of losses and any items of expense or loss which are specially allocated to the Member; and
 - (iii) The amount of any liabilities of the Member assumed by the Company or which are secured by any property contributed by the Member to the Company.

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

3.3 Capital Contribution. For purposes of this Agreement, “capital contribution” means, with respect to any Member, the amount of money and the fair market value of any property (as reasonably agreed by the Members in good faith) contributed to the Company with respect to the interest held by that Member.

IV.

Allocations of Profits and Losses

4.1 Allocations. The Company’s profits or losses for any fiscal year shall be allocated among the Members in accordance with their respective cumulative capital contributions, adjusted to reflect any withdrawals of capital by any Members. The percentage of the capital, profits and losses of the Company allocable to a Member, determined in the manner set forth in this Section 3.1, shall be referred to herein as such Member’s “Percentage Interest” in the Company.

4.2 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 Members, 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 Section 4 and hereby agree to be bound by the provisions of this Section 4 in reporting their shares of Company income and loss for income tax purposes.

V.

Non Liquidating Distributions

5.1 Discretionary Distributions. To the extent that the Company’s assets exceed its liabilities (other than liabilities to Members on account of their capital contributions), the Company, with the approval of a majority in interest 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 Percentage Interests.

VI.

Dissolution and Winding Up

6.1 Liquidating Events. The Company shall dissolve and commence winding up and liquidating upon the first to occur of any of the following (each a “Liquidating Event”):

- (a) The written agreement of all Members to dissolve, wind up, and liquidate the Company; or
- (b) The death, retirement, withdrawal, resignation, expulsion, bankruptcy, or dissolution of any Member in the Company, unless the business of the Company is continued by written consent of at least two-thirds majority in interest of the remaining members.

The Members hereby agree that, notwithstanding any provision of the Nebraska Uniform Limited Liability Company Act, Neb. Rev. Stat. §§21-101 *et. seq.* (the "Act"), the Company shall not dissolve prior to the occurrence of a Liquidating Event. If a court of competent jurisdiction determines that the Company has dissolved prior to the occurrence of a Liquidating Event, the Members hereby agree to continue the business of the Company without a winding up or liquidation until the occurrence of a Liquidating Event.

6.2 Winding Up. Upon the occurrence of a Liquidating Event, the Company shall continue solely for the purposes of winding up its affairs in an orderly manner, liquidating its assets, and satisfying the claims of its creditors and Members. No Member shall take any action that is inconsistent with, or not necessary to or appropriate for, the winding up the Company's business and affairs. To the extent not inconsistent with the foregoing, all covenants and obligations in this Agreement shall continue in full force and effect until such time as the assets of the Company have been distributed pursuant to this Section and the Company has terminated. The Members shall be responsible for overseeing the winding up and liquidation of the Company, shall take full account of the Company's liabilities and assets, shall cause the assets to be liquidated as promptly as is consistent with obtaining the fair market value thereof, and shall cause the proceeds from the liquidation, to the extent they are sufficient, to be applied and distributed in the manner required by the Act.

VII. Transferability of Interests

7.1 Restrictions on Transfer. Except to the extent otherwise provided below, no Member may transfer or assign by contract or operation of law all or any portion of the Member's interest in the Company.

7.2 Transfer by Gift or Bequest. Any Member may transfer by gift or bequest all or any portion of his or her interest in the Company to a spouse or child of the transferring Member, or to a trust established for the benefit of such spouse or child, or to an existing Member of the Company upon written notice to the Company, of such gift or bequest.

7.3 Death of Member. In the event that a Member dies, and provided the business of the Company is continued, the Company may at its option repurchase the deceased Member's interest in the Company for an amount equal to the fair market value

of the interest on the Member's date of death. The fair market value of the Member's interest shall be as agreed in good faith by the remaining Members and the personal representative(s) of the deceased Member's estate; provided that, if no such agreement has been reached within ninety (90) days of the date of death, then the fair market value shall be determined by an independent and duly qualified appraiser mutually agreeable to the remaining Members and the estate of the deceased Member, which shall bear equally the cost of such appraisal. The fair market value of the deceased Member's interest shall be payable by the Company to the deceased Member's estate within one hundred twenty (120) days of the establishment of such fair market value on the payment terms set forth in Section 7.4 of this Agreement.

7.4 Buy/Sell Rights. Except as provided in Section 7.1, 7.2 and 7.3 of this Operating Agreement, any Member desiring to sell, transfer, or assign all or any part of the Member's interest to a third party shall communicate such intention in writing to the Company and all other Members stating the purchase price proposed for the transfer. Within thirty (30) days after receiving this notice, the Company may purchase, at its option, all or any part of the interest described in the notice for the purchase price stated in the notice; and if the purchase price exceeds \$50,000.00, then the Company, at its election, may deliver a promissory note for the amount in excess of \$50,000.00, payable to the withdrawing Member in equal annual installments over a term of ten (10) years together with interest payable annually at 8% per annum. If the Company elects not to purchase all of such interest within such thirty (30) day period, then the other Members at the time may purchase, at their option, all or any part of the interest within forty-five (45) days of receiving such notice on the same terms and conditions that were available to the Company. If more than one Member shall desire to acquire this interest and no agreement is reached regarding the portion of the interest each may acquire, the Members shall acquire the interest in proportion to their respective Percentage Interests. If, after the lapse of forty-five (45) days from the date of the notice, neither the Company nor the other Members have acquired the entire interest proposed to be transferred, then the selling Member may consummate the proposed transfer of the remaining interest at a price and on payment terms no more favorable to the buyer than those available to the Company and the Members under this Section; provided, however, that if this sale is not consummated within one hundred twenty (120) days after lapse of the other Members' option to purchase, no sale shall be permitted without again offering the interest to the Company and the Members in the foregoing manner.

7.5 Expenses. Except as otherwise expressly provided herein, all expenses of the Company incident to the admission of the transferee to the Company as a Member shall be charged to and paid by the transferring Member.

VIII. Fiscal Year

The fiscal year of the Company shall be from January 1 to December 31.

IX.

Accounting

The Company shall at all times maintain full and accurate books of account, in which shall be entered all the transactions of the Company. The books of account shall be kept at the principal office of the Company, and shall be open to reasonable inspection and examination by the Members and their duly authorized representatives during normal business hours. The Company shall deliver to each Member within ninety (90) days after the expiration of each Company fiscal year: a) financial statements of the Company for that fiscal year compiled on an income tax basis of accounting by an independent certified public accountant, b) the information about the Company for that fiscal year required to be provided to the Members for income tax purposes, c) a statement of each Member's allocated share of profits or losses for the fiscal year, and d) the balance in each Member's Capital Account as of the end of that fiscal year.

X.

Tax Election

Each member agrees, upon prior written consent of a majority in interest of the other Members of the Company, the Company, or a representative of the Company, may file an election for the Company to be taxed as a C-Corporation, S-Corporation, or Disregarded Entity. Upon filing of such election, the members agrees to make the necessary amendments to this Operating Agreement.

XI.

Salaries of Officers

The compensation, if any, to be paid to a Member in exchange for that Member's services to the Company shall be fixed by a majority in interest of the Members in their discretion from time to time.

XII.

Indemnification

12.1 General Indemnity Provision. With the approval of the Members, the Company may indemnify any person who is a party (or is threatened to be made a party) to any action, suit or proceeding (whether civil, criminal, administrative or investigative), if such person is a party by reason of the fact that he or she is or was a Member, employee or agent of the Company, or is or was serving at the request of the Company as a member, manager, director, officer, employee or agent of another limited liability company, corporation, partnership, joint venture, trust or other enterprise. This person may be indemnified against expenses, including attorney's fees, judgments, fines, and amounts paid in settlement, actually and reasonably incurred by him or her in connection with such action, suit or proceeding.

12.2 Insurance. With the approval of the Members, the Company may purchase and maintain insurance on behalf of the Company or any person who is or was a Member, employee or agent of the Company or is or was serving at the request of the

Company as a manager, member, director, officer, employee or agent of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against the person and incurred in any such capacity or arising out of his or her status as such.

XIII. Miscellaneous

13.1 Successors. This Operating Agreement and all its terms and provisions shall be binding upon the Members and any new Members and their respective legal representatives, heirs, successors and permitted assigns.

13.2 Notices. All notices or other communications under this Operating Agreement shall be in writing (unless the Operating Agreement otherwise expressly provides) and shall be considered properly given if delivered by hand or mailed by first class United States Mail, postage prepaid, addressed in care of the respective Members at their last-known addresses. Notice may also be delivered by means of a confirmed telecopy, provided the original of the notice is also promptly deposited in the United States Mail, first class, postage prepaid, addressed to the Members at their last-known address. Notice of change of address shall be given to the Company by hand or first class United States Mail, after the date of receipt of which notice, the change of address shall be effective. Unless actual receipt of a notice is required by an express provision of this Operating Agreement, any notice shall be deemed to be effective as of the earliest of (a) the date of delivery or confirmed telecopy, or (b) the third business day following the date of deposit with the United States Post Office or in a regularly maintained receptacle for the deposit of United States Mail. Any refusal to accept delivery of any communication shall be considered a successful delivery of that communication.

13.3 Applicable Law. This Operating Agreement and the rights and obligations of the Members under it shall be construed and interpreted under the laws of the State of Nebraska.

13.4 Amendments. Upon the affirmative vote of the Members of the Company, amendments to this Operating Agreement may be adopted, and each Member shall promptly execute the amendments or other documents as the Company deems appropriate to reflect the amendments under the law of the State of Nebraska.

13.5 Waiver of Partition. Each of the Members of the Company irrevocably waives any right to maintain any action for partition with respect to the property of the Company.

13.6 Company Property. The legal title to any real or personal property or interest in real or personal now or hereafter acquired by the Company shall be owned, held or operated in the name of the Company, and no Member, individually, shall have any ownership interest in such property.

13.7 Acceptance of Prior Acts by New Members. Each person becoming a Member, by becoming a Member, ratifies all action duly taken by the Company, under the terms of this Operating Agreement, prior to the date the person becomes a Member.

13.8 Section Headings. The division of this Operating Agreement into sections, subsections and exhibits is for convenience of reference only and shall not affect the interpretation or construction of this Operating Agreement.

13.9 Severability. In the event that one or more of the provisions contained in this Operating Agreement or any portions thereof are unenforceable or are declared invalid for any reason, this unenforceability or invalidity shall not affect the enforceability or validity of the remaining terms or portions of this Operating Agreement. Each unenforceable or invalid portion of this Operating Agreement shall be severable from the remainder of the Operating Agreement and the remainder of this Operating Agreement shall be interpreted as if the unenforceable or invalid provision or portion had not been included as a part of it.

13.10 Agreement for Further Execution. At any time or times, upon the request of any Member, the other Members agree to sign and swear to any certificate required by the Act, to sign and swear to any amendment to or cancellation of a certificate whenever the amendment or cancellation is required by law or by this Operating Agreement, and to cause the filing of any of the same of record wherever such filing is required by law.

13.11 Counterparts. This Operating Agreement may be executed in counterparts, each of which shall constitute an original and all of which, taken together, shall constitute a single agreement.

13.12 Time. Time is an essential element to the performance of this Operating Agreement by each Member.

13.13 Contracts with Related Parties; Competition. Nothing in this Operating Agreement or in law shall prevent or be construed to prevent any of the Members, or any person related to any Member, from dealing with the Company as to any matter whatever, provided the terms of this dealing are fair and reasonable to the Company as determined by a majority in interest of the other Members.

13.14 No Brokers. Each Member hereby represents and warrants to the others that no broker, finder, or other person performing similar services is entitled to any commission, fee or other compensation on account of the Member's entry into this Operating Agreement, and each Member hereby agrees to indemnify the other Members harmless from and against any such commissions, fees or other compensation as may be claimed on account of dealings between the claimant and the indemnifying Member.

13.15 Copies Reliable and Admissible. This Operating Agreement shall be considered to have been executed by a person if there exists a photocopy, facsimile copy,

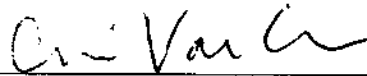
or a photocopy of a facsimile copy of an original or of a counterpart of the Operating Agreement which has been signed by that person. Any photocopy, facsimile copy, or photocopy of facsimile copy of this Operating Agreement or a counterpart shall be admissible into evidence in any proceeding as though it were an original.

IN WITNESS WHEREOF, this Operating Agreement is executed this 18 day of October, 2022.

MEMBERS:



NIC VANCURA



CARRIE VANCURA

EXHIBIT "A"

<u>Member</u>	<u>Property Contributed</u>	<u>Initial Percentage Interest</u>
NIC VANCURA	\$500.00	50%
CARRIE VANCURA	\$500.00	50%

Tax Group Summary 8/01/19 - 7/31/20

Group	Cost Beginning	Cost Acquisitions	Cost Disposals	Cost Ending	Depreciation Prior	Depreciation Additions	Depreciation Reductions	Depreciation Ending
Equipment and fixtures	221,937	7,124	0	229,061	192,973	18,745	0	211,718
Leasehold Improvements	66,105	0	0	66,105	57,124	498	0	57,622
Grand Total	288,042	7,124	0	295,166	250,097	19,243	0	269,340

Tax Asset Detail 8/01/19 - 7/31/20

Asset	Property Description	Date In Service	Tax Cost	Sec 179 Exp Current = c	Tax Bonus Amt	Tax Prior Depreciation	Tax Current Depreciation	Tax End Depr	Tax Net Book Value	Tax Method	Tax Period
1	12 BRUNSWICK PINSETTERS	8/01/97	60,000	0	0	60,000	0	60,000	0	200DB	7.0
2	8 LANES & 6 BALL RETURNS	8/01/97	8,000	0	0	8,000	0	8,000	0	200DB	7.0
4	4 STEEL READER BOARDS	8/01/97	100	0	0	100	0	100	0	200DB	7.0
6	95 STEELFRAME CHAIRS	8/01/97	400	0	0	400	0	400	0	200DB	7.0
7	4 WOODWORK BENCHES	8/01/97	50	0	0	50	0	50	0	200DB	7.0
8	10 STEEL STORAGE RACKS	8/01/97	45	0	0	45	0	45	0	200DB	7.0
9	125 BOWLING BALLS	8/01/97	250	0	0	250	0	250	0	200DB	7.0
10	10 WASTE CANS	8/01/97	40	0	0	40	0	40	0	200DB	7.0
12	WATER COOLER	8/01/97	80	0	0	80	0	80	0	200DB	7.0
13	125 STEEL LOCKERS	8/01/97	450	0	0	450	0	450	0	200DB	7.0
14	2 VACUUM CLEANERS	8/01/97	40	0	0	40	0	40	0	200DB	7.0
15	BALL SPINNER	8/01/97	100	0	0	100	0	100	0	200DB	7.0
16	DRILL PRESS	8/01/97	100	0	0	100	0	100	0	200DB	7.0
17	2 LADDERS	8/01/97	33	0	0	33	0	33	0	200DB	7.0
18	3 TVs	8/01/97	150	0	0	150	0	150	0	200DB	7.0
19	FLOOR SCRUBBER	8/01/97	60	0	0	60	0	60	0	200DB	7.0
20	4 BAR STOOLS	8/01/97	20	0	0	20	0	20	0	200DB	7.0
21	2 REFRIGERATORS	8/01/97	150	0	0	150	0	150	0	200DB	7.0
22	CHEST FREEZER	8/01/97	100	0	0	100	0	100	0	200DB	7.0
23	GRILL & FRYER	8/01/97	200	0	0	200	0	200	0	200DB	7.0
24	CASH REGISTER	8/01/97	60	0	0	60	0	60	0	200DB	7.0
28	PICKLE MACHINE	8/01/97	750	0	0	750	0	750	0	200DB	7.0
29	BALL ENGRAVER	8/01/97	150	0	0	150	0	150	0	200DB	7.0
31	DESK	8/01/97	50	0	0	50	0	50	0	200DB	7.0
32	FILE CABINET	8/01/97	35	0	0	35	0	35	0	200DB	7.0
34	BALL FITTING JIG	8/01/97	300	0	0	300	0	300	0	200DB	7.0
35	5 WALL BOARDS	8/01/97	80	0	0	80	0	80	0	200DB	7.0
36	MISC. PINSETTER PARTS	8/01/97	5,595	0	0	5,595	0	5,595	0	200DB	7.0
39	MICROWAVE OVEN	8/01/97	200	0	0	200	0	200	0	200DB	7.0
42	UPRIGHT FREEZER	12/31/97	500	0	0	500	0	500	0	200DB	7.0
44	HEWLETT COPIER	8/01/97	800	0	0	800	0	800	0	200DB	5.0
46	HEWLETT PRINTER	12/31/97	690	0	0	690	0	690	0	200DB	5.0
47	LANE ASSIGNMENT BOARD	8/01/97	150	0	0	150	0	150	0	200DB	7.0
48	FISHER STEREO SYSTEM	12/31/97	1,500	0	0	1,500	0	1,500	0	200DB	7.0
52	COMPUTER	5/25/99	2,253	0	0	2,253	0	2,253	0	200DB	5.0
53	LANE READERS	5/25/99	1,847	0	0	1,847	0	1,847	0	200DB	7.0
54	PHONOX LANE MACHINE	9/16/99	12,519	0	0	12,519	0	12,519	0	200DB	7.0
55	3 AIR CLEANERS	10/21/99	5,655	0	0	5,655	0	5,655	0	200DB	7.0
56	ICE MACHINE	3/02/00	2,674	0	0	2,674	0	2,674	0	200DB	7.0
57	TABLES	3/08/01	13,997	0	0	13,997	0	13,997	0	200DB	7.0
68	AUTO SCORING COMPUTER	9/01/05	13,000	0	0	13,000	0	13,000	0	200DB	5.0
69	COOLER	10/01/13	984	13,000	0	852	0	940	44	200DB	7.0
71	Used Lame Oiler	2/06/17	19,624	0	0	13,972	2,261	16,233	3,391	200DB	5.0
72	Front Desk System	3/20/17	15,298	0	0	10,892	1,762	12,654	2,644	200DB	5.0
73	Monitor Replace System	5/04/17	8,749	0	0	6,229	1,008	7,237	1,512	200DB	5.0
74	New Scorer System	4/19/18	27,000	0	27,000	27,000	0	27,000	0	200DB	5.0
75	6 Ball Returns	5/30/19	17,109	0	0	855	6,502	7,357	9,752	200DB	5.0
76	Kick Boards	12/31/19	7,124	7,124c	0	0	7,124	7,124	0	200DB	5.0

Group: Equipment and Fixtures

Tax Asset Detail 8/01/19 - 7/31/20

Asset Id	Property Description	Date In Service	Tax Cost	Sec 179 Exp Current = c	Tax Bonus Amt	Tax Prior Depreciation	Tax Current Depreciation	Tax End Depr	Tax Net Book Value	Tax Method	Tax Period
Equipment and fixtures (continued)											
	Equipment and fixtures		229,061	7,124c	27,000	192,973	18,745	211,718	17,343		
49	GUTTERS, LIGHTS & RECOAT	8/20/98	19,414	0	0	10,433	498	10,931	8,483	S/L	39.0
58	BATHROOM FIXTURES	7/01/01	7,253	0	0	7,253	0	7,253	0	200DB	7.0
59	CARPET & MISC	7/01/01	3,676	0	0	3,676	0	3,676	0	200DB	7.0
60	PANELING	7/01/01	2,169	0	0	2,169	0	2,169	0	200DB	7.0
61	FRONT DOORS	7/01/01	3,791	0	0	3,791	0	3,791	0	200DB	7.0
62	FLOORING	7/01/01	6,000	0	0	6,000	0	6,000	0	200DB	7.0
65	WOMEN'S BATHROOM	8/01/01	3,154	0	0	3,154	0	3,154	0	200DB	7.0
66	KITCHEN REMODEL	5/01/02	3,648	0	0	3,648	0	3,648	0	200DB	7.00
67	LANES & INSTALLATION	7/31/03	17,000	0	0	17,000	0	17,000	0	200DB	7.00
	Leasehold improvements		66,105	0c	0	57,124	498	57,622	8,483		
	Grand Total		295,166	7,124c	27,000	250,097	19,243	269,340	25,826		

Tax Current Year Additions

<u>Asset</u>	<u>Property Description</u>	<u>Date In Service</u>	<u>Tax Cost</u>
Group: Equipment and fixtures			
76	Kick Boards	12/31/19	7,124
	Equipment and fixtures		7,124
	Grand Total		7,124

*** NO ASSETS MEET THIS REPORT'S PRINT CRITERIA ***
 Please check the print options for this report.

Note: By default, assets that are in a Misc activity are not included in reports.
 To include Misc activity assets either change the report's print options or reassign the assets to another activity.
 For more information, see Help > Additional Resources > Frequently Asked Questions.

Assets selected:

All associations included

Asset presentation:

First Sort: Group	Subtitle: YES Case sensitive: NO	Subtotal: YES Sort: None	Page break: NO
Second Sort: None	Subtitle: NO Case sensitive: NO	Subtotal: NO Sort: None	Page break: NO
Third Sort: None	Subtitle: NO Case sensitive: NO	Subtotal: NO Sort: None	Page break: NO

Strike and Spare Bowl BUSINESS PLAN

Prepared by:

1408 N Adams St
Lexington, Nebraska 68850
308 324-4675
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I. EXECUTIVE SUMMARY

Strike and Spare Bowl (referred to from hereon in as the "Company") was established as a Sole Proprietorship at 1408 N Adams St, Lexington, Nebraska 68850 with the expectation of rapid expansion in the entertainment industry.

Business Description

The Company was formed on 04/01/1998 as Sole Proprietorship under Nebraska state laws and headed by .

The Company currently employs 1 full-time employees and 3 part-time employees.

Management Team

The Company has assembled an experienced management team:

Business Owner - Nic VanCura, *4 years of business ownership/management experience In a Farmers Insurance Agency in Kearney, NE.*

Sergeant - Nic VanCura, *20 years of Military Training and experience with 3 deployments as a member of the Army National Guard.*

Business Mission

Providing Dawson County with a safe and inviting place for kids to enjoy themselves and bring their friends and family in for wholesome family fun!

New Service

The Company is prepared to introduce the following service to the market:

Recreational : Provide quality family entertainment for the whole family.

II. BUSINESS SUMMARY

Industry Overview

In the United States, the entertainment industry presently makes 7,000 dollars in sales.

Research shows that consumers in this industry primarily focus on the following factors when making purchasing decisions:
This is one of the very few indoor entertainment/recreational business in the entire county area.

Business Goals and Objectives

Short Term:

Remodeling the bar area for a different look than the bowling center area.

Wall refinish on the north wall (possibly long term if building to the north becomes available to hold bar area.

Build up leagues and take care of bowling board members.

Long Term:

Development of a new bar area and enhanced games/prize area.

Sand volleyball courts with an outdoor bar with fire pits and outdoor dining plans as well.

Legal Issues

The Company affirms that its promoters have acquired all legally required trademarks and patents.

III. MARKETING SUMMARY

Target Markets

The Company's major target markets are as follows:

Our target market would be young families in the Dawson County area. The whole family could enjoy an evening of fun or just have an parents night out.

The estimated number of potential clients within the Company's geographic scope is 25,000.

Promotional Strategy

The Company will promote sales using the following methods:

I will advertise primarily on my Facebook page.

I will strategically advertise specials that may work in conjunction with other events going on in the community.

I may try to use other social media applications like snapchat.

I would like to try direct mail coupons to delivering coupons to the elementary schools in the fall and advertising our youth leagues.

Services

First-rate service is intended to be the focus of the Company and a cornerstone of the brand's success. All clients will receive conscientious, one-on-one, timely service in all capacities, be they transactions, conflicts or complaints. This is expected to create a loyal brand following and return business.

IV. FINANCIAL PLAN

12-Month Profit and Loss Projection

Monthly expense for salaries and overhead (projected):	\$7,000.00
Revenue and sales for upcoming year of business (projected):	\$185,000.00
Gross profit for upcoming year of business (projected):	\$50,000.00

Nic VanCura