



NEBRASKA AUDITOR OF PUBLIC ACCOUNTS

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April 21, 2026

Maureen Larsen, Director
Nebraska Department of Economic Development
245 Fallbrook Blvd., Suite 002
Lincoln, NE 68521

Dear Ms. Larsen:

As you know, the Nebraska Auditor of Public Accounts (APA) has received concerns regarding grant funds distributed by the Nebraska Department of Economic Development (Department) for production of a film about Chief Standing Bear. As a result, the APA began limited preliminary planning work to determine if a full financial audit or attestation would be warranted. Pursuant thereto, the APA obtained financial records and other relevant documentation from the Department. Based on the outcome of this preliminary planning work, including an analysis of the information obtained, the APA has determined that a separate financial audit or attestation is unnecessary at this time.

Nevertheless, during the preliminary planning work, the APA noted certain issues that merit corrective action.

Background Information

Neb. Rev. Stat. §§ 81-12,238 to 81-12,243 (Reissue 2024, Supp. 2025) is known as the Economic Recovery Act (Act) and was created because of the impact of the COVID-19 pandemic of 2020 - 2023, which disproportionately affected both North and South Omaha, Nebraska. The Act created “qualified census tracts,” as defined by Federal law in 26 U.S.C. 42(d)(5)(B)(ii)(I):

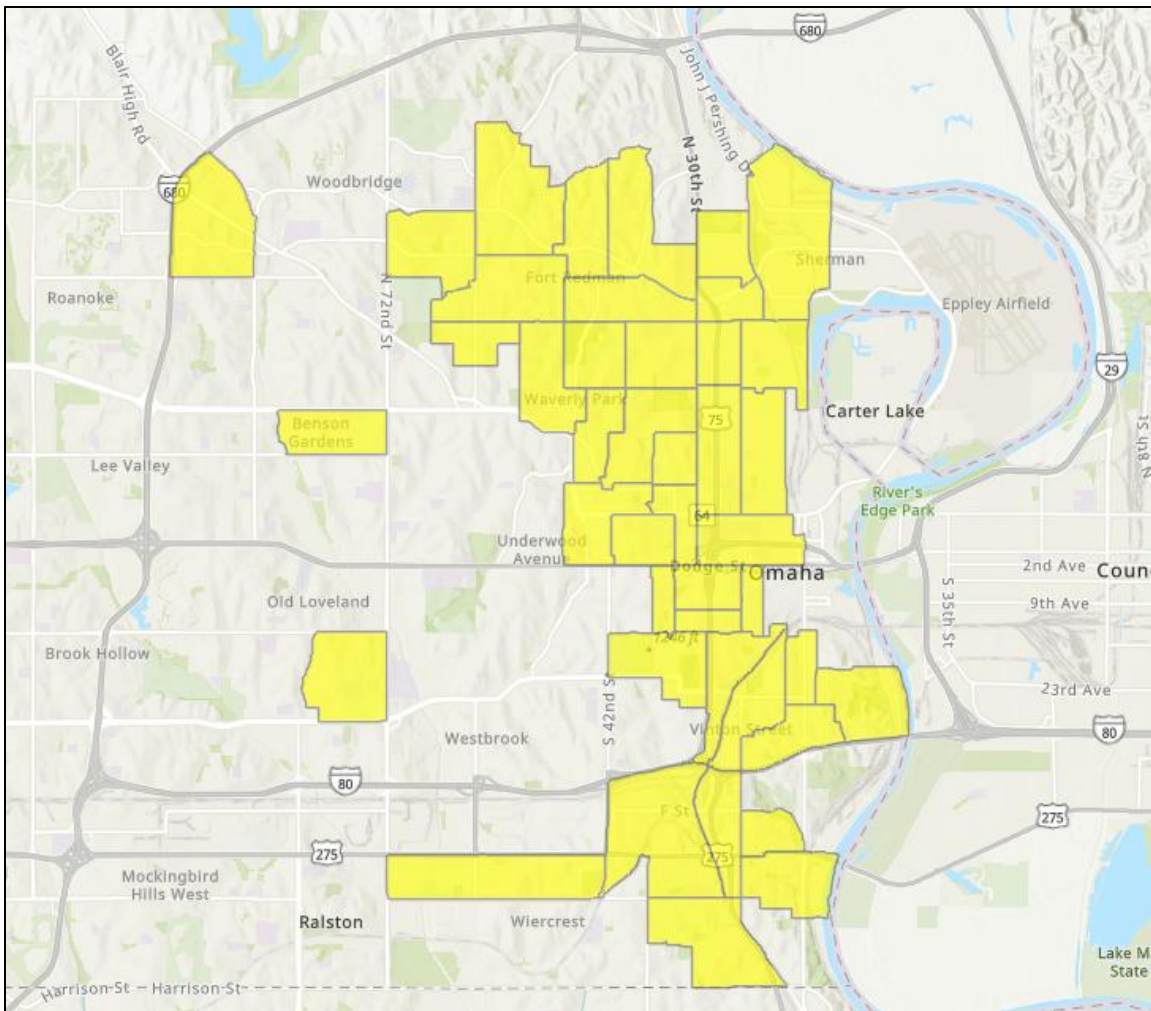
The term “qualified census tract” means any census tract which is designated by the Secretary of Housing and Urban Development and, for the most recent year for which census data are available on household income in such tract, either in which 50 percent or more of the households have an income which is less than 60 percent of the area median gross income for such year or which has a poverty rate of at least 25 percent. If the Secretary of Housing and Urban Development determines that sufficient data for any period are not available to apply this clause on the basis of census tracts, such Secretary shall apply this clause for such period on the basis of enumeration districts.

Included in the Act was a commitment of \$5 million to produce a film about Chief Standing Bear (1829-1908), a Ponca tribal leader and prominent civil rights figure from territory located in present-day Nebraska. His victory in the landmark case *United States ex rel. Standing Bear v. Crook*, 25 F. Cas. 695 (C.C.D. Neb. 1879) established the personhood of Native Americans under this country’s law, recognizing their right to sue for habeas corpus.

Neb. Rev. Stat. § 81-12,241(4)(c) (Supp. 2025) of the Act states the following:

Not to exceed five million dollars in grants pursuant to the purposes of the Nebraska Film Office Fund on or before June 30, 2023, for the purpose of producing a film on Chief Standing Bear, a portion of which is to be filmed in one or more qualified census tracts located within the boundaries of a city of the metropolitan class[.]

As displayed on the Department’s website (<https://opportunity.nebraska.gov/programs/recovery/>), the following map shows those qualified census tracts located within the boundaries of a city of the metropolitan class:



Per the “Chief Standing Bear Film Program Manual,” which the Department has also posted online (<https://opportunity.nebraska.gov/wp-content/uploads/2025/09/Program-Manual-Chief-Standing-Bear-1.3.pdf>), at least 51 percent of the total principal photography days of the planned Chief Standing Bear production must be filmed in the qualified census tracts identified above. Additionally, the grant agreement requires the recipient to expend at least 51 percent of the total grant funds in those same qualified census tracts.

The Department opened the application period for the grant on September 30, 2022, with a deadline of October 12, 2022. When no suitable applications were received, the application period was re-opened on November 7, 2022, through November 12, 2022. Upon receipt of one eligible application, the Department awarded the \$5 million grant to that applicant, I Am A Man The Film, LLC, (IAAM, LLC) in November 2023. The grant application contained the following statement affirming that IAAM, LLC, had secured \$5 million in matching cash contributions:

Please describe the plan for securing the remaining funds:
 Upon confirmation of the Chief Standing Bear program grant the film is fully financed. A Hollywood financier/distributor WWPS.TV Corp has agreed to match the Chief Standing Bear grant with a \$5 million investment for a total production budget of \$10 million USD. These funds will be made available upon the confirmation of the grant, chain of title, lead cast, budget and closing of the completion bond.

As evidence the matching funds had been secured, IAAM, LLC, provided the following two images. The first is a bank account from the financier and then second is a letter with their intent to support the film.

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Please review and update information about your business.

Launch Cash Flow Monitor
Get trends and analysis across accounts and manage your future projected cash flow.

Manage Connected Apps
Connect QuickBooks Online, ADP Payroll, Google Analytics and more for deeper insights.

Business accounts*


Business Adv Relationship -	\$7,021,476.17
CORP Account - Business Adv Customized Cash	\$9,933.04
Business Adv Customized Cash Rewards	\$217.44

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As of February 9, 2022

Mr. Andrew Troy
Troy Entertainment
c/o I AM A MAN the Film LLC
17310 Yucca Circle,
Bellevue, Nebraska
68123

Re: "I AM A MAN"

Dear Andrew:

The following sets forth my proposal on behalf of WWPS.TV Corp ("WWPS") and my "co-financiers" relating to the proposed motion picture currently entitled "I AM A MAN" (the "Picture"), The True Story of Chief Standing Bear, screenplay by Andrew Troy.

Subject to our approval of the chain of title, cast, final script, line-item budget, and closing of the completion bond we would be willing to finance up to \$5 million, on a last in, first out basis for a total budget of not less than \$10 million USD.

Sincerely,

WWPS.TV CORP

By: Luca Metronide

The grant agreement included the following “Matching Funds” provision contained in Article III (“Payments”):

Section 4 – Matching Funds
 Recipient indicated that it had \$5,000,000.00 in matching funds. Recipient is required to contribute the full amount of matching funds during the term of the Award Agreement. Matching funds must be substantiated by the Recipient with documentation in a manner and form acceptable to the Department, including but not limited to copies of match attestation forms, commitment letter, etc. Documentation of matching funds being contributed must be provided contemporaneously with Recipient’s requests for payment from the Department, and within the Award Agreement term. Failure to adequately document matching funds will result in the Department not honoring requests for payment.

In December 2022, moreover, the Nebraska Examiner and other news outlets reported information from the Cherokee Film Office touting additional support and funding sources for the film, including the Cherokee Nation Film Incentive, the Tulsa Film Office, and the cities of Norfolk and Fremont in Nebraska.

The APA reached out to all these entities, however, which denied providing any funding for the Chief Standing Bear film. The APA learned from each of them that that the required applications were not filed, or the necessary deliverables were never submitted for payment.

The APA unsuccessfully attempted to confirm the \$5 million in matching funds. First, we attempted to contact wwps.tv using the “contacts” tab on their website at wwps.tv/contacts. After no response was received, the APA emailed and left a voice message for Mr. Luca Matrondola, who signed the matching document included above and is listed as the Founder/CEO/President of wwps.tv. Finally, the APA emailed an attorney who we believed to be the registered agent for wwps.tv. That attorney responded that he was not the registered agent, but that he would pass our message on to Mr. Matrondola. On March 30, 2026, the APA phoned Mr. Troy and Mr. Harr to discuss the status of the movie, and we requested documentation that the \$5 million match existed. As of April 7, 2026, the documentation to support the matching funds has not been provided, raising serious doubt that the match exists. Therefore, we recommend the Department ensure the matching funds exist and are available for the film.

After IAAM, LLC, received the grant award, LB 531 (2023) amended § 81-12,241(1) of the Act with the following language:

For grants awarded under this section, the division shall pay a grantee an advance of fifty percent of the total grant awarded with the remaining grant funds paid on a monthly basis until the grant is paid in full or by December 31, 2026, whichever occurs sooner.

The grant agreement authorized a payment of \$2.5 million upon its execution, followed by equal monthly payments of \$67,567.57 thereafter. Both parties signed the agreement in November 2023, and the Department has made the following payments to IAAM, LLC, since then:

Date	Amount
12/18/2023	\$ 2,500,000.00
1/17/2024	\$ 67,567.57
1/17/2024	\$ 67,567.57
3/12/2024	\$ 67,567.57
3/12/2024	\$ 67,567.57
5/1/2024	\$ 67,567.57
5/10/2024	\$ 67,567.57
6/18/2024	\$ 67,567.57
9/5/2025	\$ 67,567.57
9/5/2025	\$ 67,567.57

Date	Amount
9/5/2025	\$ 67,567.57
9/5/2025	\$ 67,567.57
9/5/2025	\$ 67,567.57
9/5/2025	\$ 67,567.57
9/22/2025	\$ 67,567.57
9/22/2025	\$ 67,567.57
9/22/2025	\$ 67,567.57
9/22/2025	\$ 67,567.57
9/22/2025	\$ 67,567.57
9/22/2025	\$ 67,567.57
10/1/2025	\$ 67,567.57

Date	Amount
10/1/2025	\$ 67,567.57
10/1/2025	\$ 67,567.57
10/1/2025	\$ 67,576.57
11/12/2025	\$ 67,558.57
11/17/2025	\$ 67,567.57
12/16/2025	\$ 67,567.57
Total	\$ 4,189,189.25

Despite designating a performance period through December 31, 2026, the grant application’s production schedule projected a November 11, 2023, release date for the motion picture. As of April 8, 2026, however, filming has yet to begin.

Upon review of the company’s bank statements, the APA was able to accumulate the following IAAM, LLC, financial activity through January 2026:

Beginning Balance	\$ 100.00
Deposits and Credits	
Deposits from State of NE	\$ 4,189,189.25
Misc Credits	\$ 0.34
Interest	\$ 2,152.62
Total Deposits and Credits	\$ 4,191,342.21
Checks and Debits	
Troy Entertainment	\$ 320,100.00
Hell’s Kitchen	\$ 160,000.00
Flatwater Strategies	\$ 80,000.00
Blackstone Plaza	\$ 27,537.50
Rene Haynes Casting	\$ 20,000.00
Hayes & Associates	\$ 17,755.00
All Makes	\$ 14,784.16
BiBerk Insurance	\$ 6,782.68
Travelers Insurance	\$ 3,533.32
Foreign Exchange Transaction	\$ 2,856.50
Intuit	\$ 2,101.00
Tilta Inc	\$ 1,316.12
American Airlines	\$ 1,179.75
Milkdish Pictures	\$ 1,100.00
Rosie Sandler	\$ 1,100.00
Pie Insurance	\$ 468.00
ATM Withdrawal	\$ 300.00
Check Fee	\$ 130.91
Booking.com	\$ 73.26
Fed Ex	\$ 60.31
Total Checks and Debits	\$ 661,178.51
Ending Balance	\$ 3,530,263.70

The following comments and recommendations, which have been discussed with the appropriate members of the Department and its management, are intended to improve internal control or result in other operating efficiencies.

Comments and Recommendations

1. Related-Party Transactions

IAAM, LLC, is a Nebraska business. In its grant application, the primary contact for IAAM, LLC, is Andrew Troy, who is listed as the producer, writer, and director of the Chief Standing Bear film.

As shown below in the certificate of organization filed with the Nebraska Secretary of State, moreover, Andrew Troy is listed as one of two managers for IAAM, LLC:

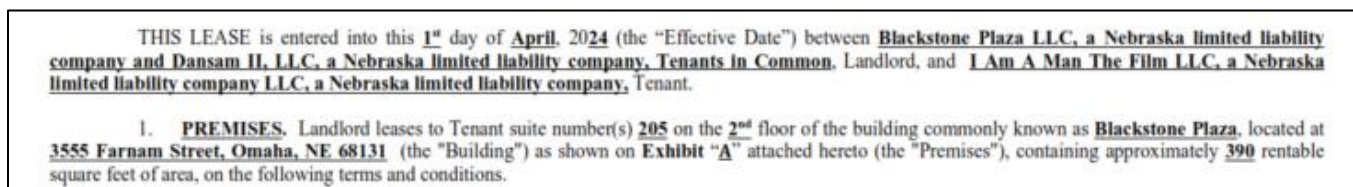


In his managerial capacity, Andrew Troy signed the grant agreement on behalf of IAAM, LLC.

As shown in the financial table above (page 5), IAAM, LLC, has made payments, totaling \$480,100, to A Troy Entertainment, Inc., (Troy Entertainment) and Hell’s Kitchen Limited – America, Inc., (Hell’s Kitchen). Both entities filed their respective articles of incorporation within one day of the other in April 2024, and they appear also to be associated with Andrew Troy and IAAM, LLC.

Of particular interest, all three companies appear to use the same business address (3555 N. Farnam Street, Suite 205, Omaha, NE, 68131, as shown by the images below.

This image is from the office building lease of IAAM, LLC:



The following two images are included on the invoices submitted by Troy Entertainment and Hell’s Kitchen:





Troy Entertainment

Troy Entertainment is a domestic corporation that filed its articles of incorporation with the Nebraska Secretary of State on April 3, 2024. The same Andrew Troy listed as the primary contact for IAAM, LLC, in its grant application with the Department appears also in those incorporating documents as the President, Secretary, Treasurer, and Director of Troy Entertainment. Nevertheless, on January 1, 2025, almost nine months after incorporating, Troy Entertainment entered into a “film production agreement” with IAAM, LLC.

It should be noted that the terms of the film production agreement made it retroactive to January 1, 2024, some three months prior to the incorporation of Troy Entertainment. Beginning in 2024, therefore, IAAM, LLC, not only paid \$200,000 in grant funds to an unincorporated entity but also did so absent a formal agreement specifying both the terms of those disbursements and the services for which were to be made. The creation of the 2025 agreement appears to have provided, therefore, a framework for past (albeit retroactively) and future payments alike.

That film production agreement was signed by Burke Harr, a legal representative for IAAM, LLC, and Andrew Troy, who was an authorized representative of Troy Entertainment – designated as a “production company” in the document – as well as a manager of IAAM, LLC. As noted previously, both entities also appear to share the same business address.

An image of the parties’ signatures on the agreement is shown below:



The film production agreement entitled Troy Entertainment to receive 12 monthly \$25,000 payments, between January 2024 through December 2024, from the grant funds obtained by IAAM, LLC. Then, starting January 2025, the monthly amount changed to \$15,000 and continues through the completion and distribution of the Chief Standing Bear film. The agreement does not limit the total amount of the monthly payments.

The following is an image of the film production agreement’s payment provision:

5.2 Payment Schedule to Production Company – From January 2024 through December 2024, from DED funds made available by IAAM-LLC, payments will be made to Production Company in the amount up to \$25,000.00 as may be required on a monthly or bi-monthly basis for its production services as the principal Producer of the project. Going forward as of January 1, 2025, from DED funds made available by IAAM-LLC, payments will be adjusted and made to Production Company in the amount of \$15,000.00 on a monthly basis for its production services as the principal Producer of the project. Such fees will be categorized as the “Producer’s Unit”, but may also be allocated as an “Administration” expense or any category that DED and IAAM-LLC’s oversight team deems as suitable for accounting purposes.

Based upon a review of IAAM, LLC, bank statements, the following is a summary of the payments made to Troy Entertainment under the film production agreement:

Date	Amount	Description	APA Added Notes
1/23/2024	\$ (40,000.00)	Transfer Out	According to an invoice, the total of these three withdrawals is \$100,100 and represents the monthly payments from January 2024 through April 2024. There was also a negative \$100 on the invoice identified as “reimbursement from checking.”
1/24/2024	\$ (27,667.57)	Transfer Out	
4/15/2024	\$ (32,432.43)	Transfer Out	
5/24/2024	\$ (50,000.00)	Check	This payment represents the May and June 2024 monthly payments.
7/22/2024	\$ (25,000.00)	Check	This is the monthly payment for July 2024.
11/18/2024	\$ (25,000.00)	Check	The invoice for this payment shows that it is for August 2024.
6/3/2025	\$ (15,000.00)	Check	The invoice for this payment shows that it is for June 2025.
11/14/2025	\$ (15,000.00)	Check	The APA did not receive the invoices for these payments.
11/14/2025	\$ (15,000.00)	Check	
11/14/2025	\$ (15,000.00)	Check	
12/24/2025	\$ (15,000.00)	Check	
12/24/2025	\$ (15,000.00)	Check	
12/24/2025	\$ (15,000.00)	Check	
1/28/2026	\$ (15,000.00)	Check	
Total	\$ (320,100.00)		

The first three entries shown above – labelled “Transfer Out” – were transferred from an IAAM, LLC, savings account to an unknown checking account that appears to be in California. Therefore, the APA was unable to determine whether these payments were truly made to Troy Entertainment. The remainder of the payments were processed on checks made payable to Troy Entertainment.

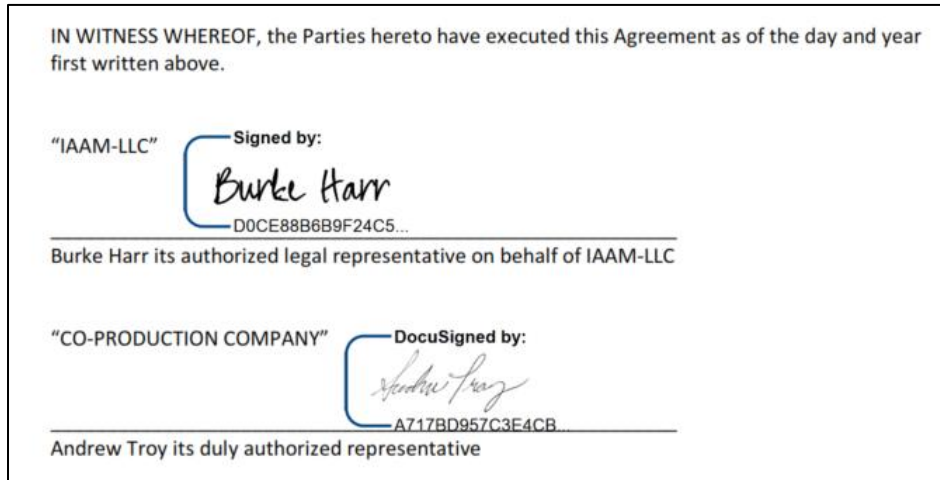
Hell’s Kitchen

Hell’s Kitchen is a domestic corporation that filed its articles of incorporation with the Nebraska Secretary of State on April 4, 2024. Almost nine months later, on January 1, 2025, the same date that it signed a film production agreement with Troy Entertainment, IAAM, LLC, entered into a very similar “film co-production agreement” with Hell’s Kitchen. In fact, the terms of the two agreements were almost identical.

As with the Troy Entertainment contract, the agreement with Hells’ Kitchen contained a provision making it retroactive to January 1, 2024, some three months prior to the company’s incorporation. Beginning in 2024, therefore, IAAM, LLC, not only paid \$100,000 in grant funds to another unincorporated entity but also did so absent a formal agreement specifying both the terms of those disbursements and the services for which were to be made. The creation of the 2025 agreement appears to have provided, therefore, a framework for past (albeit retroactively) and future payments alike.

The film co-production agreement was signed by Burke Harr, a legal representative for IAAM, LLC, and Andrew Troy, who was an authorized representative of both Hell’s Kitchen – designated as a “co-production company” in the document – and Troy Entertainment, as well as a manager of IAAM, LLC. As noted previously, all of the entities also appear to share the same business address.

An image of the parties’ signatures on the agreement is shown below:



The film co-production agreement entitled Hell’s Kitchen to receive monthly \$10,000 payments, starting in January 2024 and continuing through August 1, 2025, from the grant funds obtained by IAAM, LLCA.

The following is an image of the film co-production agreement’s payment provision:

5.2 Payment Schedule to HKLA - From January 2024 through December 2024, from DED funds made available by IAAM-LLC, payments will be made to Co-Production partner in the amount of \$10,000.00 on a monthly basis. Going forward as of January 1, 2025, from DED funds made available by IAAM-LLC, payments will be continued through August 1, 2025 and made to HKLA in the amount of up to \$10,000.00 on a monthly basis for its production services as the Co-Production partner of the project. If an extension of services are required beyond August 1, 2025, approval shall be required by IAAM-LLC in connection with Troy Entertainment. Such fees will be categorized as the “Producer’s Unit”, but may also be allocated to any category that has been determined under the contract between IAAM-LLC and Troy Entertainment.

Based upon a review of IAAM, LLC, bank statements, the following is a summary of the payments made to Hell’s Kitchen under the film co-production agreement:

Date	Amount	Description	APA Added Notes
4/17/2024	\$(100,000.00)	Withdrawal	The invoice from Hell’s Kitchen (included later in this letter) indicates this is monthly payments from April to July 2024 – which makes three of the months advance payments.
6/24/2024	\$ (10,000.00)	Check	The Department lacked documentation for this payment.
7/26/2024	\$ (10,000.00)	Check	The Department lacked documentation for this payment.
11/14/2025	\$ (10,000.00)	Check	The APA did not receive the invoices for these payments.
12/24/2025	\$ (10,000.00)	Check	
12/24/2025	\$ (10,000.00)	Check	
12/24/2025	\$ (10,000.00)	Check	
Total	\$(160,000.00)		

In total, IAAM, LLC, has reported only \$40,000 in payments to Hell’s Kitchen through October 2025. The two additional \$10,000 payments in June and July 2024 were not reported on the monthly financial reports.

The film production and film co-production agreements with – as well as the subsequent payments thereunder to – Troy Entertainment and Hell’s Kitchen, respectively, give rise to concerns regarding apparent noncompliance with the “conflict of interest” prohibition found in the Department’s grant agreement with IAAM, LLC.

Copied below is Article IV (“Recipient Reporting”), Section 5 (“Conflict of Interest”), of the grant agreement:

Section 5 – Conflict of Interest
No officer, employee, or agent of the Recipient will participate in the selection, or the award or administration of an Award Agreement supported by the grant if a conflict of interest, real or perceived, would be involved. Such a conflict would arise when the officer, employee, or agent; any member of the immediate family of the officer, employee, or agent; any partner of the officer, employee, or agent; or any organization which employs or is about to employ any of the above has a financial or other interest in the firm selected for award.

Recipient’s officers, employees, or agents will neither solicit nor accept gratuities, favors, or anything of monetary value from Award Agreement or, potential Award Agreement, or parties to sub-agreements during office tenure or for one year after the closeout of any project financed with the grant funds. This stipulation must be included in all other Award Agreements and sub-agreements related to projects financed with grant funds.

In the event a prohibited conflict of interest arises, the Recipient must immediately inform DED. Upon written request, exceptions may be granted by the DED on a case-by-case basis when it is determined that such an exception will serve to further the purposes of the Program.

The above grant agreement language unambiguously disallows an “officer, employee, or agent of the Recipient” from participating “in the selection, or the award or administration of an Award Agreement supported by the grant if a conflict of interest, real or perceived, would be involved.” Regardless, the Department’s own award notes, which document contacts with the grantee, record that the three separate organizations involved – IAAM, LLC, Troy Entertainment, and Hell’s Kitchen – all used the same business address. Upon realizing this in October 2024, approximately three months prior to the execution of both the film production and film co-production agreements, but after almost an entire year’s worth of payments to those production companies, the Department paused the monthly grant disbursements to IAAM, LLC.

According to the Department’s award notes, after the grant payments had been suspended, IAAM, LLC, submitted a conflict-of-interest reporting form to the Department. On December 20, 2024, the Department sent a “Notice of Conditional Exception of Conflict of Interest” letter to Andrew Troy. The opening paragraph of that notice is copied below:

I Am A Man the Film, LLC (“Recipient”) has reported grant-funded expenses arising from transactions with Troy Entertainment Inc. and Hell’s Kitchen Limited – America Inc. Based on correspondence from your attorney Burke J. Harr dated November 25, 2024, you have an ownership interest in each of these companies. This constitutes a prohibited conflict of interest under Article IV, Section 5, of Contract No. 23-01-168 (“the Contract”).

The “conditional exception” granted by the Department directed IAAM, LLC, to abide by the following requirements:

1. Recipient shall provide the Department with copies of any contracts for services or contracts for personal property between I Am A Man the Film, LLC, Troy Entertainment Inc., and Hell's Kitchen Limited – America Inc. and any related affiliates. if the contract relates to any cost claimed as a project expense.
 2. When grant funds are paid to Troy Entertainment or Hell's Kitchen Limited – America, Recipient shall provide documentation satisfactory to the Department demonstrating that the receiving entity's ultimate expenditure of the grant funding constituted an eligible use under the Contract. Sufficiency of this documentation shall be determined by the Department.
 3. Recipient shall notify the Department if it claims any expense arising from a transaction with Andrew Troy individually or any other company in which Andrew Troy or any other person listed in Article IV, Section 5, of the Contract, has any financial interest.
 4. Upon request, recipient shall provide documentation to demonstrate that costs of services or property related to the film industry (e.g., writing and book rights, casting, investor relationships, cinematography, etc.) are reasonable and necessary by the standards of the industry.
5. Recipient shall notify the Department prior to renting or leasing workspace to be used by other production companies, including Troy Entertainment, Inc., and Hell's Kitchen Limited – America Inc., contractors, heads of department, or storage. Upon request, recipient shall provide documentation to demonstrate that the costs of such rented or leased workspace are reasonable and necessary by the standards of the film industry.
 6. In determining whether a cost is reasonable and allocable, the Department may refer to the Cost Principles of 2 CFR Part 200, Subpart E and Appendices I through XII as a persuasive uniform standard.

According to its own case notes, the film production and film co-production agreements with Troy Entertainment and Hell's Kitchen, respectively, were not provided to the Department until March 2025 – despite the fact that Troy Entertainment had already received \$200,000 and Hell's Kitchen had already received \$100,000, from the IAAM, LLC, grant funds dating back to more than a year earlier in January 2024.

As pointed out already, moreover, Troy Entertainment and Hell's Kitchen filed their respective articles of incorporation with the Nebraska Secretary of State within one day of the other – the former on April 3, 2024, and the latter on April 4, 2024 – but their agreements with IAAM, LLC, were not executed until January 1, 2025, and made retroactive to January 1, 2024, some three months prior to the incorporation of either entity.

Further, the APA learned that, aside from the belated copies of the film production and film co-production contracts, the Department has received no further communication from IAAM, LLC, regarding adherence to the requirements set out in the “Notice of Conditional Exception of Conflict of Interest” letter.

Through January 2026, IAAM, LLC, in association with Andrew Troy, has expended \$661,179 of the grant payments received from the Department. Over 72 percent – or \$480,100 – of those expenditures were made to Troy Entertainment and Hell's Kitchen, both of which also have management relationships with Andrew Troy. This is expressly disallowed by the “conflict of interest” provision in the grant agreement, as acknowledged by the Department through its initial withholding of the monthly grant payments to IAAM, LLC.

We recommend the Department implement procedures to ensure compliance by IAAM, LLC, with the requirements of the “Notice of Conditional Exception of Conflict of Interest” letter. We recommend also the Department implement procedures for better identifying and overseeing related-party transactions involving grant funds.

Department Response: DED will provide regular training to program and compliance staff to enhance their ability to identify and evaluate related-party transactions. This training will emphasize: (1) reviewing transaction dates to ensure that no payments are made prior to the formal establishment of an entity; (2) identifying transactions recorded retrospectively; and (3) verifying that all required documentation outlined in Memoranda of Understanding (MOUs) or conditional exceptions are submitted in a timely manner. Additionally, the DED will strengthen oversight by ensuring appropriate follow-up procedures are in place to obtain any outstanding documentation. As an immediate control measure, DED has placed the awardee on suspension effective April 17, 2026, to address this concern.

2. Misleading Financial Information

Article IV (“Recipient Reporting”), Section 2 (“Financial Reporting”), of the grant agreement requires monthly financial reporting by IAAM, LLC, to the Department, as shown in the image below:

Section 2 – Financial Reporting
 Recipient shall timely submit all financial reports monthly, by the 15th of each, through the Department’s GMS. Financial reports shall align with Recipient’s proposed budget and shall be supported by appropriate documentation (payroll records, invoices, receipts, etc.). The Department may impose additional financial reporting requirements at its discretion.

The APA found certain items in the monthly financial reports submitted by IAAM, LLC, that could be considered misleading.

Failure to Reflect Bank Activity Accurately

As shown in the payment schedule table on page 4 herein, after the June 18, 2024, payment from the Department, no other grant funds were disbursed to IAAM, LLC, until September 2025. Based on award notes obtained from the Department, a number of issues at the time – including, among others, the recipient’s lack of monthly financial reporting, the need to update the application budget, and identification of the conflict of interest/related entities situation – required the monthly grant payments to be paused until September 2025, when sufficient information had been obtained and reviewed to proceed with the funding.

As shown previously (page 8) herein, the first payments made to Troy Entertainment, per IAAM, LLC, bank records, are detailed in the table below:

Date	Amount	Description	APA added Notes
1/23/2024	\$ (40,000.00)	Transfer Out	According to an invoice, the total of these three withdrawals is \$100,100 and represents the monthly payments from January 2024 through April 2024 according to an invoice. There was also a negative \$100 on the invoice identified as “reimbursement from checking.”
1/24/2024	\$ (27,667.57)	Transfer Out	
4/15/2024	\$ (32,432.43)	Transfer Out	
Totals	\$ (100,100.00)		

On its April 2024 monthly reporting, IAAM, LLC, reported the transactions collectively as a single April 30, 2024, transaction, as shown by the following image:

	Expense Date	Grant Funded	Cash Match	Cash Match Percentage (Cash Match / Direct Cost)	In-Kind	Direct Cost
Wages and Benefits - NE						
Payment to production company, Troy Entertainment	04/30/2024	\$100,000.00	\$0.00	0.00%	\$0.00	\$100,000.00
Troy April 2024.pdf						

The invoice provided shows the payment split into three different transactions; however, as noted in **Comment and Recommendation 1 (“Related-Party Transactions”)** herein, the bank transaction was processed as a Transfer Out, which lacks adequate evidence to verify who received the funds. Upon further review, the APA determined the company that received these funds was another Andrew Troy Entertainment, LLC company.

Another financial reporting issue was identified for the initial payment to Hell’s Kitchen, which is shown on the bank statements as a \$100,000 withdrawal from the grant funds. In the same April 2024 financial reporting, however, IAAM, LLC, reported only \$40,000 charged to the grant, along with a “60K is match” notation. The following excerpt from the IAAM, LLC, monthly financial report is included on the same report shown above:

	Expense Date	Grant Funded	Cash Match	Cash Match Percentage (Cash Match / Direct Cost)	In-Kind	Direct Cost
Wages and Benefits - NE						
Producers Unit						
Payment to film production company for pre production work. 40k is grant funded. 60K is match. Please find attached the deposit slip. HKA did not want to release his bank statement.	04/17/2024	\$40,000.00	\$0.00	0.00%	\$0.00	\$40,000.00
04.17.2024 Hell's Kitchen LTD-America Inv041724.001 100k.pdf						

Although IAAM, LLC, reported to the Department that \$60,000 was cash match, the company’s bank statement clearly showed the full \$100,000 being charged to the grant. IAAM, LLC, provided the following images along with the invoice:



Withdrawals and other debits		
Date	Description	Amount
04/17/24	Customer Withdrawal Image	-100,000.00

Expenses reported by IAAM, LLC, are misleading when they do not reflect accurately the activity from the bank statements.

Insurance Payments with Grant Fund

Article VII (“Other Contractual Conditions”), Section 14, of the grant agreement requires the recipient to purchase and maintain insurance at its own cost, as shown below:

Section 14 – Insurance
 Recipient agrees to purchase and maintain through the Award Agreement period, at its own expense, the insurance coverages listed below and will furnish evidence of insurance coverage to the Department within 30 days of the execution of this Award Agreement.

According to one of the Department’s award notes from March 2025, however, insurance expenses for IAAM, LLC, were being paid with the grant funds. Consequently, the Department rejected the reporting for those expenditures and requested the cost of insurance to be moved to a cash match item. In subsequent monthly financial reports obtained from the Department, IAAM, LLC, did reclassify the insurance expenses as cash match; however, per review of the company’s bank statements, all of the insurance expenses continued to be paid with grant funds.

In the following image from the IAAM, LLC, monthly financial report to the Department for September 2025, the insurance expenses appear under the “Cash Match” column:

	Expense Date	Grant Funded	Cash Match	Cash Match Percentage (Cash Match / Direct Cost)	In-Kind	Direct Cost
Post-Production - NE						
Insurance						
Professional liability insurance. 2025 Travelers Insurance Pd .pdf	09/03/2025	\$0.00	\$355.73	100.00%	\$0.00	\$355.73
Work Comp 2025 Pie Inv LJUYG1N-0005 50.00.pdf	09/18/2025	\$0.00	\$50.00	100.00%	\$0.00	\$50.00
	Line Item Total	\$0.00	\$405.73	100.00%		

The monthly financial reports designate insurance costs as “cash match.” In truth, however, those payments were made from the IAAM, LLC, bank account containing the grant funds, not from any other funding source.

The following image, which was taken from the September 2025 bank statement for the IAAM, LLC, checking account, reveals the true source of the company’s insurance payments:

09/04/25	CHECKCARD 0903 TRAVELERS BUS ARPM 800-252-2268 VA 24692165246107496857302 RECURRING CKCD 6300 XXXXXXXXXXXXX9886 XXXX XXXX XXXX 9886	-355.73
09/09/25	CHECKCARD 0908 INTUIT *QBooks Online CL.INTUIT.COMCA 24692165251101697123483 RECURRING CKCD 5734 XXXXXXXXXXXXX9886 XXXX XXXX XXXX 9886	-115.00
09/19/25	PURCHASE 0919 PIE INSURANCE PIEINSURANCE.PA	-50.00

The Department has failed to verify whether the matching funds were used to pay for the insurance expenses. Instead, it relied on self-reporting. In a March 13, 2026, email, the Department provided the following response:

The Awardee is claiming insurance expenses as match. DED is collecting the insurance policies and certificates of insurance as supporting documentation for the match expense. . . .

A total of \$10,784 in insurance payments have been made from this bank account, which contains only the IAAM, LLC, grant funds. Reporting those expenditures, therefore, as having been made with matching funds, as opposed to grant monies, is clearly deceptive.

Leased Office Space Changes

As noted on the bank activity shown on page 5 herein, IAAM, LLC, has paid \$27,537.50 to lease office space in the Blackstone Plaza, which is located at 3555 Farnam Street in Omaha, Nebraska. The APA obtained the 12-month lease, which began on April 1, 2024, and specified Suite 205 as the office space covered thereunder. The image below shows the rental amount specified in the lease:

4. RENT.
(a) Base Rent. The total Base Rent under this Lease is Twelve Thousand and No/100 Dollars (\$12,000.00) . Tenant agrees to pay rent to Landlord at 450 Regency Parkway, Suite 200, Omaha, NE 68114-3764 , or at any other place Landlord may designate in writing, in lawful money of the United States, in monthly installments in advance, on the first day of each month without demand or invoice , as follows:
For the period from <u>April 1, 2024</u> through <u>March 31, 2025</u> \$ <u>1,000.00</u> per month.

The lease also contains the following parking provision, under which IAAM, LLC, agreed to pay an additional \$200 per month for a stall in the building's covered parking garage – bring the total monthly rent amount to \$1,200:

27. **PARKING.** Tenant shall have the non-exclusive use in common with all tenants of the Building to all surface parking areas in the parking lot located at 327 South 37th Street known as Lot D.

Landlord shall provide **one (1)** parking stall in the covered parking garage for Tenant's use during the initial Lease Term at the rate of \$200.00 per month, plus any and all taxes imposed by any governmental entity, subject to adjustment as provided for herein and subject to the Parking Rules & Regulations outlined on Exhibit "B". If available, Tenant may rent additional parking stalls in the parking garage by permission of Landlord only, currently \$200.00 per month per stall, subject to change at Landlord's discretion, plus any and all taxes imposed by any governmental entity, and subject to the rules and regulations. Landlord retains the right to assign and utilize parking stalls in the parking garage, including the right to utilize the reserved stalls after standard reserved hours of 6:00 am – 6:00 pm Monday through Friday, on weekends and evenings. Violation of any of the Parking Rules and Regulations may result in the violating vehicles being towed at the owner's expense.

Outside of the \$1,000 security deposit paid in March 2025, the IAAM, LLC, bank statements reflect 21 monthly rental payments of \$1,200 each, covering the period from April 2024 through December 2025. In January 2026, the total rent payment increased to \$1,337.50 per month, which as seen below, is not supported by any lease agreement.

According to the rent provision shown above, the lease agreement covered the period through March 31, 2025. The APA obtained also two amendments to the lease. The "First Amendment to Lease" became effective on September 1, 2025, over five months after expiration of the original lease.

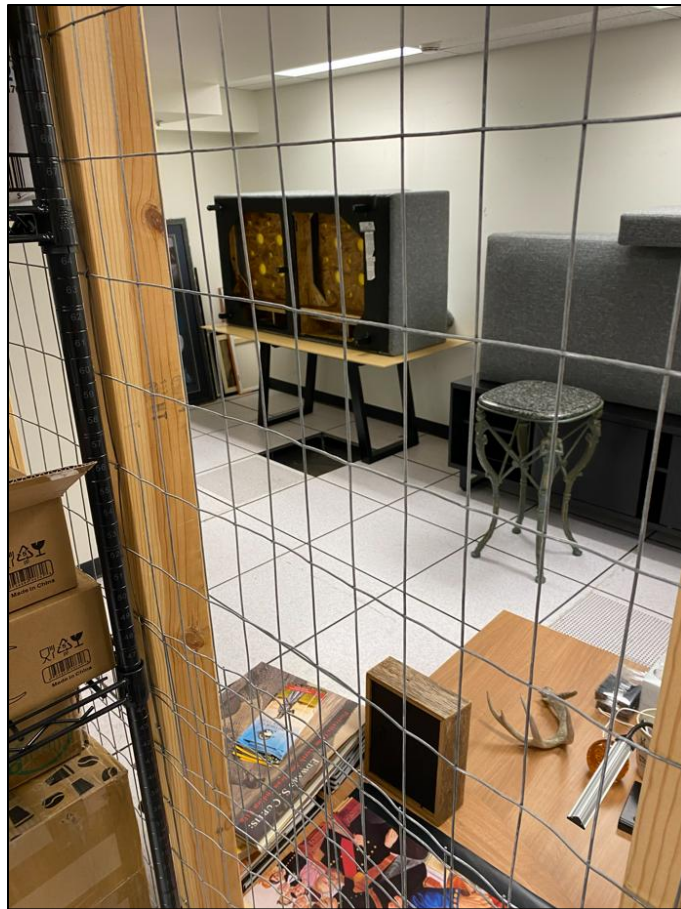
The first amendment referenced section 32 of the Lease, entitled "Right to Relocate Tenant," and changed the leased premises to suite number C-1 on the Concourse level of the building and included a provision for the storage of furniture, as shown below:

Now, Therefore, the parties are desirous of amending the Lease as follows:

1. **Premises:** Effective September 1, 2025, the reference to suite number 390 in paragraph 1 of the Lease entitled Premises shall be amended to read suite C-1; therefore, Paragraph 1 of the Lease shall be revised to read as follows:

Landlord leases to Tenant suite number(s) **C-1** on the Concourse level of the building commonly known as Blackstone Plaza, located at 3555 Farnam Street, Omaha, NE 68131 (the "Building")
2. **Term:** The Lease shall continue in full force and effect on a month-to-month basis.
3. **Base Rent:** The Base Rent for the Term shall continue to be \$1,000.00 per month.
4. **Storage:** Tenant shall be allowed to store their furniture in an area TBD on a temporary basis at no additional cost.

The APA visited the office building on March 3, 2026, and took the following photographs of the storage space utilized by IAAM, LLC, on the Concourse level:



The APA was also informed that suite C-1, as identified in the First Amendment, consisted of a desk area that was used to collect any mail sent to IAAM, LLC.

A “Second Amendment to Lease” was executed in February 2026 and became effective March 1, 2026. It changed the leased premises once more, this time to Suite 201-2006. The APA took the following photograph of that new office space, which was not fully emptied and prepared for the tenant:



For at least six months, from September 2025 through February 2026, IAAM, LLC, expended thousands of dollars in grant funds to store unused office furniture that had been purchased previously with some \$14,000 in grant monies. IAAM, LLC, continued also to pay the monthly \$200 parking fee during this time.

We recommend the Department do the following: 1) require grant recipients to submit relevant bank statements and invoices with each monthly financial report for verification purposes; 2) strengthen its procedures for confirming the accuracy of report information provided by grant recipients; and 3) pay particular attention to ensuring that the cash match requirements are met by also requiring bank statements to prevent grant funds from being used improperly for those expenses.

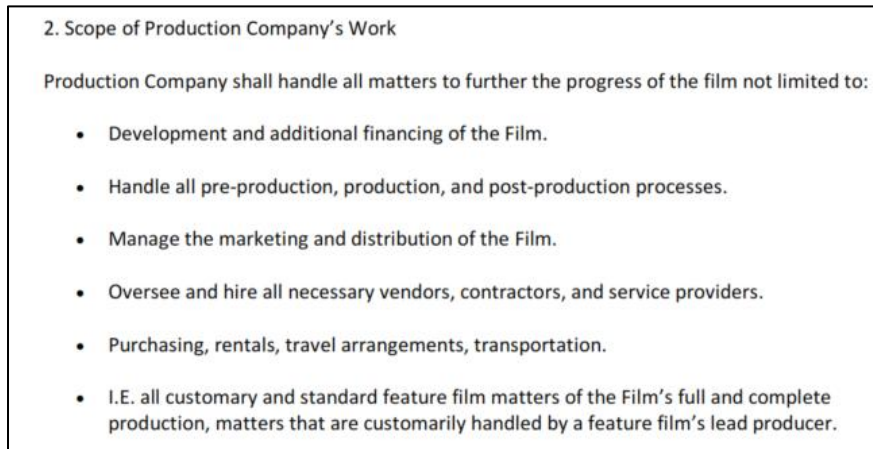
Department Response: DED will enhance its financial verification processes to ensure the proper use of grant funds and compliance with program requirements through regular expense review training. Furthermore, the DED will strengthen its procedures for confirming the accuracy of reported information by implementing additional review steps to validate expenditures by verifying supporting documents for sufficiency. This will include requiring grant recipients to submit complete bank statements and supporting invoices with each monthly financial report. Monitoring of cash match requirements will also be enhanced through independent verification using bank records. As an immediate control measure, DED has placed the awardee on suspension effective April 17, 2026, to address this concern.

3. Inadequate Documentation to Support Expenses

The APA has several concerns with the lack of supporting documentation for expenditures of grant funds by IAAM, LLC. In particular, the invoices submitted by both Troy Entertainment and Hell’s Kitchen, as well as another contractor engaged to assist with grant management, frequently contained insufficient documentation to allow for a determination as to whether the services provided fell within the scope of work specified in the agreements with those companies.

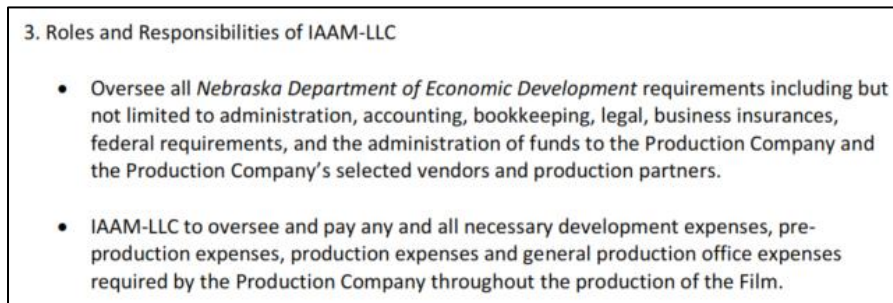
Troy Entertainment

As detailed previously (pages 5 and 8) herein, Troy Entertainment has received \$320,100 from IAAM, LLC. The following is an excerpt from the January 1, 2025, film production agreement between those two parties, which defines the scope of the production company's work:



Troy Entertainment's pursuit of the above responsibilities is in doubt. To start, the APA is unaware of any additional film financing having been secured – other than the \$5 million match required prior to the grant agreement's execution. As of February 2026, moreover, filming has not started, so the need for marketing or distribution would appear limited. There is little evidence also of hiring any necessary vendors, contractors, or service providers, much less purchasing rentals, travel arrangements, or transportation. Additionally, the meaning of "customary and standard film feature matters" is unclear.

The very next section of the agreement, which is shown in the image below, defines the roles and responsibilities of IAAM, LLC:



The following information was included on the first \$100,000 invoice from Troy Entertainment to document the services provided for a four-month period from January 2024 to April 2024:

Production Company - Production's "Pre-Production" Setup and Launch	
TIME PERIOD: January 2024 thru April 2024	
Description: Setup of all necessary film production infrastructure in order to launch pre-production efforts with co-production partners and to comply with all necessary Nebraska DED requirements, not limited to:	
<ol style="list-style-type: none"> 1. Engage Insurance Policy to DED specifications. 2. Hire DED pre-approved Legal Team. 3. Hire DED pre-approved Accounting Firm. 4. Setup Quickbooks and Engage Accountant. 5. Establish local "Production Headquarters" within the QCT. 6. Seek local vendors, service providers, and companies within the QCT. 7. Engage Administration Team to handle all contracts, DED Amplifund duties, Landlord responsibilities, Insurance payments, Vendor payments, etc. 8. Seek qualified Production Crew within the State of Nebraska and within the QCT. 9. Generate DED Amplifund required monthly and quarterly statements and all other required documents in connection with Legal and Accounting Teams. 10. Prep-launch of early pre-production not limited, casting, investor relationships, costume design, location scouting, etc. 	
(Payment Dates)	(SUB-TOTAL)
4/15/24	\$32,432.43
1/24/24	\$27,667.57
1/24/24	\$40,000.00
<i>1/24/24 (Reimbursement from Checking)</i>	<i>-\$100.00</i>
TOTAL AMOUNT: \$100,000.00	

Many of the activities listed above are the responsibility of IAAM, LLC, including work related to insurance, legal, accounting, and Quickbooks. Troy Entertainment's claims to have completed those tasks appear, therefore, somewhat strange. The APA has these specific questions – which touch also upon the related party transaction concerns addressed earlier herein – regarding the invoice:

- No details are provided regarding the dates upon which the various tasks were supposedly performed or how much time was committed to each. If these services were carried out by Andrew Troy, who is also a manager of IAAM, LLC, the need for this separate agreement is unclear.
- There appears to be little evidence that Troy Entertainment sought a production crew for the film during this time, raising the question of whether this activity can be verified.
- In its award notes for this grant, the Department confirmed that IAAM, LLC, has submitted none of the mandatory monthly financial reports as of May 2024. Nevertheless, this invoice claims that “monthly and quarterly statements and all other required documents” were generated.
- There appears to be little evidence that any work has been done for casting, costume design, or location scouting, which again raises the question of whether any of this activity can be verified.

Other invoices supporting payment to Troy Entertainment are similarly vague regarding the services supposedly performed. The invoice for June 2025 included, for instance, the following:

12. Collaborated with Hell's Kitchen Limited on talent offers, screenplay updates, budgeting, and tax incentive planning.

Because Hell's Kitchen is another related entity, there are further questions about whether Andrew Troy carried out these services and, if so, in collaboration with whom.

Hell's Kitchen

To date, Hell's Kitchen has received \$160,000 from IAAM, LLC. The film co-production agreement between the two entities provides the following the scope of work details:

2. Scope of HKLA's Work

In connection and under the supervision of Troy Entertainment, HKLA shall assist in any and all matters necessary to further the progress of the film not limited to:

- Assist in the development and additional financing of the Film.
- Assist in the script writing and all matters relating to the story rights of the Film.
- Assist in Acting Talent procurement.
- Assist in the pre-production, production, and post-production processes.
- Assist in the marketing and distribution of the Film.
- Consult and make recommendations of necessary vendors, contractors, and service providers.

- Assist in all customary and standard feature film matters of the Film's full and complete production on matters that are customarily handled by a feature film's co-production partner under the supervision of the Film's lead "Production Company" known as "Troy Entertainment" also known as *A Troy Entertainment Inc.* a Nebraska S-Corporation.
- HKLA shall interface with its International partner known as "Hell's Kitchen Limited (Ireland)" and its affiliate "Jim Sheridan", a 16-time Oscar Nominated writer director who is co-directing the Film along with Andrew Troy and who is assisting co-writing the final draft of the screenplay along with Andrew Troy.

Similar to concerns with the Troy Entertainment film production agreement, the indefinite terminology above creates uncertainty regarding the specific services required.

The following Hell's Kitchen invoice for the payment from IAAM, LLC, lacks details about the services provided, rendering the Department largely incapable of determining the sufficiency thereof:

hell's kitchen LTD-AMERICA

INDEPENDENT FILM PRODUCTION COMPANY

3555 FARNAM STREET - SECOND FLOOR - ROOM 205, OMAHA, NEBRASKA 68131

INVOICE

To: I Am A Man The Film LLC

Date: 04/17/24

Project Title: Standing Bear Film

Invoice Number: 041724-001

Terms: 30 Days

Description	From/To	Quantity	Cost
Film Production Company - Pre-production	April 2024 through July 2024	4	\$25,000.00
Subtotal			\$100,000.00
Total			\$100,000.00

Please make payment payable to:

Hell's Kitchen Limited - America INC

Ein: 99-2387228

3555 Farnham Street - Second Floor, Room 205

Omaha, Nebraska 68131

Thank you for your business. It's a pleasure working with you.

Flatwater Strategies

In addition to the Troy Entertainment film production agreement and the Hell's Kitchen film co-production agreement, IAAM, LLC, has engaged the services of Flatwater Strategies, LLC, (Flatwater Strategies) a domestic limited liability company that registered with the Nebraska Secretary of State on August 13, 2009.

As detailed below, IAAM, LLC, has paid Flatwater Strategies \$80,000 through 2024-2025:

Date	Debit/ Checks	Description
5/14/2024	\$ (10,000.00)	Withdrawal
6/3/2024	\$ (10,000.00)	Withdrawal
11/15/2024	\$ (10,000.00)	Check
11/15/2024	\$ (10,000.00)	Check
11/14/2025	\$ (10,000.00)	Check
11/14/2025	\$ (10,000.00)	Check
11/14/2025	\$ (10,000.00)	Check
12/24/2025	\$ (10,000.00)	Check
Total	\$ (80,000.00)	

The Flatwater Strategies engagement letter contains the following:

In representing you, we will provide the following: assistance with grant management, consulting for the film, work with Nebraska Department of Economic Development and legal services working with Houghton Bradford Whitted, PC LLO.

Services will be provided to you on a fee basis of Ten Thousand Dollars and No cents (\$10,000.00).


Although Flatwater Strategies submitted monthly invoices for \$10,000 each, the above language does not specify whether this was to be a one-time fee or a recurring – whether monthly or otherwise – expense.

The engagement letter also contains the following language:

otherwise, we will e-mail our statements to your e-mail address. Our statements will set forth a description of the services rendered and the expenses incurred with respect to the billing period covered with as much appropriate detail as you require. We expect payment within thirty (30) days after the date of the statement.

The engagement letter was signed by Burke Harr, the legal representative for IAAM, LLC, who signed both the film production agreement with Troy entertainment and the film co-production agreement with Hell’s Kitchen. Although supposed to take effect when signed by the parties, the engagement letter is not dated. IAAM, LLC, is permitted to terminate the agreement at any time. Otherwise, there is no specific termination date for the agreement.

The following is representative of the monthly invoices that Flatwater Strategies submitted to IAAM, LLC:

		INVOICE
<small>To: I AM A MAN THE FILM, LLC 3555 Farnam Street Suite 202 Omaha, NE 68131</small>		<small>INVOICE #2440 DATE: MAY 8, 2024</small>
<small>FOR: Consulting</small>		
Description		
Retainer:		\$10,000.00
Expenses:		
Expenses Total		0
		\$10,000.00
Services: Legal and consulting work for production of the film.		
<small>Please make all checks payable to: Flatwater Strategies, LLC 1270 S. 13th St Suite 201 Omaha, NE 68108-3502</small>		
Thank you for your business!		

Clearly, the “description of the services rendered” by Flatwater Services, as promised in the engagement letter, was not provided.

In the March 30, 2026, phone call with Mr. Tory and Mr. Harr, Mr. Harr explained that one of his colleagues had provided the legal services and he could provide the billings. He stated that the time his colleague spent providing legal services exceeded the \$80,000 paid to the company.

The APA requested more detailed documentation than shown on the invoice in the image above. The documentation provided by Mr. Harr conflicted starkly with the statements he had made on the phone call. Instead of the documentation supporting work provided by his colleague, payments were made to a few different individuals.

Mr. Harr provided a narrative documenting the expenditure of \$10,000 per month and provided bank statements to support the narratives. In our comparison of his narrative of the expenses and the bank statements, we found the following variances:

Vendors	Narrative	Bank	Difference
Clarity (rent)	\$ 10,500	\$ (10,500)	\$ -
Houghton Bradford Whitted PC LLO	\$ 7,500	\$ (10,000)	\$ (2,500)
Warren Anzalone	\$ 17,500	\$ (15,000)	\$ 2,500
Colby Coash	\$ 10,000	\$ (10,000)	\$ -
Burke Harr	\$ 25,500	\$ (24,000)	\$ 1,500
Christy Smith	\$ 10,000	\$ (10,000)	\$ -
Redacted on the bank statement	\$ -	\$ (19,000)	\$ (19,000)
Totals	\$ 81,000	\$ (98,500)	\$ (17,500)

The difference in the documentation provided compared to what was described in the phone call is concerning. Additionally, the agreement with Flatwater Strategies was for assistance with grant management, consulting on the film, work with the Department, and legal services. Some of the payments above appear to be outside the terms of the agreement.

Rene Haynes Casting

IAAM, LLC, paid \$20,000 to Rene Haynes Casting under an agreement with Troy Entertainment in August 2025. The following image is taken from that agreement:



Specific provisions of the agreement are shown below:

1. Engagement: Producer hereby engages Casting Director to provide casting services for the motion picture currently titled **Standing Bear** (the "Picture"), scheduled for production commencing on or around February 2026, on the terms set forth below.

2. Phases of Engagement & Fee: Total Fee: One Hundred Thousand Dollars (\$100,000), payable in two phases:

Phase 1 – Preliminary Casting (2 Leads): Casting Director shall consult, strategize, and actively participate in the identification, outreach, and negotiation process for 2 lead roles (excluding the role of "Standing Bear"), including an "anchor" role talent for the role of "Crook" or "Murphy."

Fee: Ten Thousand Dollars (\$10,000) be paid upon execution of this Deal Memo.

Phase 2 – Full Casting Services: Upon greenlight and commitment to production, Casting Director shall fully engage services to complete casting of all speaking roles, day players, and supporting cast required for principal photography targeted for February 2026.

Fee: Balance of total fee (i.e. \$100,000 minus amounts paid in Phase 1). Payable 50% on commencement of Phase 2 and 50% upon completion of principal casting. For the avoidance of doubt, Phase 2 fees shall become due and payable only if the Picture is unconditionally greenlit and proceeds into production; in the event the Picture does not proceed, no further fees shall be payable beyond those earned in Phase 1.

The expenditure of grant funds received by IAAM, LLC, for expenses occasioned by an agreement to which the recipient was not a party appears questionable.

We recommend the Department implement procedures to ensure both agreements and invoices pertaining to the expenditure of grant funds contain details sufficient to support that the required services were provided and warrant the resultant payments made. Those same procedures should ensure also that grant monies are not expended for costs arising out of questionable agreements.

Department Response: DED will notify DED staff and grant recipients that going forward, DED will require all supporting documentation to include sufficiently detailed descriptions of services rendered to substantiate expenditures. To assist with that requirement, regular training will be provided on expense review procedures, including how to properly evaluate invoices and reinforce oversight through the timely submission and review of monthly financial reports. As an immediate control measure, DED has placed the awardee on suspension effective April 17, 2026, to address this concern.

4. Program Monitoring

Article IV ("Recipient Reporting"), Section 3 ("Program Reporting") of the grant agreement requires IAAM, LLC, to submit quarterly program reports, as shown in the image below:

Section 3 – Program Reporting

Recipient shall timely submit all program reports quarterly through the Department’s GMS. Reports are due on the 15th day for corresponding quarter. The Recipient will be required to prepare and provide program reports as outlined below.

Program Reporting Requirements:

- Project Status (Report on project status each reporting period, in four categories: Not Started, completed less than 50 percent, Completed 50 percent or more, or Completed)
- Project Demographic Distribution
 - o What Impacted and/or Disproportionally Impacted population does this project primarily serve?
 - o If this project primarily serves more than one Impacted and/or Disproportionately Impacted population.
- Primary place of performance
- Civil Rights Compliance (Report on Recipient’s compliance with Title VI of the Civil Rights Act of 1964. This may include a narrative describing Recipient’s compliance, along

with other questions and assurances.)

- o This specific requirement will be on an annual basis.
- Goals identified by Recipient in its application for grant funds
- Participants’ demographics
- Program demographics
- Narrative of strengths and weaknesses

According to the Department’s award activity notes, IAAM, LLC, submitted at one time, on July 30, 2025, all of the mandatory program reports from the fourth quarter of 2022 through the first quarter of 2025.

The image below is from the IAAM, LLC, program report for the fourth quarter of 2025, covering the period October 2025 through December 2025:

Project Status	
GENERAL INFORMATION	This section of the project status report provides a quick executive overview of the status of the project. It is intended to be a high-level summary. Describe the physical impact/outputs of work completed during this reporting period. Assess whether or not the project is on schedule and include any amendments or extensions that have been granted for the project. Indicate any project risks.
Please select the choice that best applies to your project as of the last day of the reporting period.	<input type="radio"/> Not Started <input checked="" type="radio"/> Completed less than 50 percent <input type="radio"/> Completed 50 percent or more <input type="radio"/> Completed
Please provide a narrative supporting the progress selected immediately above. The narrative should reference performed project activities and milestones, where applicable.	Working with casting director Renee Haynes to complete casting, working on costume designs, and with PR firm to advertise cast

As noted in the above document, less than 50% of the film project has been completed – the same percentage indicated on each quarterly program report since the third quarter of 2024. In that quarter, the following information was included for work to be performed in the next quarter:

PROJECT INFORMATION	<p>Provide an overview of the work that will be performed during the next reporting period. Describe the planned activities and any technical assistance needs. The narrative should reference upcoming project activities and milestones, where applicable.</p> <p>We are working to lock down a distributor in LA. In Nebraska, we are working on signing agreements for key infrastructure for the film</p> <ul style="list-style-type: none"> IAAMTF will continue seeking and hiring production partners, service providers, and vendors within the QCT. IAAMTF will engage local IT Company – “Third Man Service Inc - IT Services” to begin making necessary computer IT Equipment purchases and needed IT Tech work.
PROJECT INFORMATION NARRATIVE:	<ul style="list-style-type: none"> IAAMTF will begin hiring specific Production Crew within the QCT to engage early pre-production efforts in connection with film’s production companies. IAAMTF has been working closely with Troy Entertainment and HKL-A to rewrite and expand certain characters in the script to secure A list Talent interested in the project. IAAMTF shall continue its ongoing efforts in managing the process with attorney BURKE HARR, HAYES&ASSOCIATES, and all third-parties required to service and abide by all local, State, Federal and DED AmpliFund matters.

There is little evidence in any of the monthly financial reports submitted to the Department that any of these activities have occurred. Neither payments to an IT company nor production crew expenses, for instance, are listed therein.

As shown below, the fourth quarter 2024 program report from IAAM, LLC, stated, “We have been delayed by payments from DED to progress on preparation work for filming in Nebraska.”

Project Status

GENERAL INFORMATION This section of the project status report provides a quick executive overview of the status of the project. It is intended to be a high-level summary. Describe the physical impact/outputs of work completed during this reporting period. Assess whether or not the project is on schedule and include any amendments or extensions that have been granted for the project. Indicate any project risks.

Please select the choice that best applies to your project as of the last day of the reporting period.

Not Started
 Completed less than 50 percent
 Completed 50 percent or more
 Completed

Please provide a narrative supporting the progress selected immediately above. The narrative should reference performed project activities and milestones, where applicable.

We have been delayed by payments from DED to progress on preparation work for filming in NE.

In November 2024, the final-draft screenplay was sent to a variety of talent agencies, distribution partners, acting talent, and key crew.

- With the new revised script being completed, Troy Entertainment is working in connection with Hell’s Kitchen, the William Morris Endeavor Talent Agency, and the Gersh Talent Agency. Currently, the filmmakers, in connection with the talent agencies, are out to five (5) lead actors for the “anchor role” of Colonel Ted Murphy including: Christian Bale, Matthew McConougey, Matt Damon, Joaquin Phoenix, and Robert Downey Jr.

At the time of this reporting, for the quarter ended December 2024, IAAM, LLC had already received its \$2.5 million initial payment, along with seven other monthly payments of \$67,567.57, for a total of nearly \$3 million, not to mention the \$5 million in matching funds it had secured. Therefore, the “delayed by payments from DED” claim by IAAM, LLC, appears patently unfounded.

That same nonsensical excuse was offered in the next quarterly report for the first quarter of 2025:

Project Status

26 GENERAL INFORMATION This section of the project status report provides a quick executive overview of the status of the project. It is intended to be a high-level summary. Describe the physical impact/outputs of work completed during this reporting period. Assess whether or not

the project is on schedule and include any amendments or extensions that have been granted for the project. Indicate any project risks.

Please select the choice that best applies to your project as of the last day of the reporting period.

Not Started
 Completed less than 50 percent
 Completed 50 percent or more
 Completed

Please provide a narrative supporting the progress selected immediately above. The narrative should reference performed project activities and milestones, where applicable.

We are focused on working with DED to get monthly draw back on schedule and smooth for 2025 and 2026. We appreciate their patience with use.

Unfortunately, due to the delay in payment, there was a slowdown in anticipated hirings. We have hired William Morris Endeavor Agency who expanded our search for a lead. We are looking at Christian Bale, Matthew McConoughey, Matt Damon, and other as possible "anchor" role. We are working with Creative Artist as well to anchor with Cillian Murphy or possibly Daniel Day Lewis, out of retirement.

Once we have our anchor role, we are working on schedule to solidify other key roles, filming schedule, and key hires for production

Aside from the fact that IAAM, LLC, already received nearly \$3 million of grant funds, in addition to the \$5 million in match that had been secured, it is worth recalling the reason for the temporary disruption in the subsequent monthly grant disbursement from the Department. As explained previously (page 10) herein, those payments were withheld for a short time due to serious conflict of interest concerns involving the associations between IAAM, LLC, Troy Entertainment, and Hell’s Kitchen.

Finally, it is the APA’s understanding that the Department plans to use a self-reporting form, the “Principal Photography Worksheet,” to verify that filming takes place in the qualified census tracts, as required by § 81-12,241(4)(c). As explained previously (page 1) herein, that statute requires “a portion” of the Chief Standing Bear production to be filmed “in one or more qualified census tracts located within the boundaries of a city of the metropolitan class.”

The image below is from one of the self-reporting worksheets found on the Nebraska Film Office website (<https://film.nebraska.gov/>):

	City or County	State	Production Date/Range	Principal Photography Days	Notes
1					
2					
3					
4					

It goes without saying that allowing such self-reporting undermines the Department’s effective oversight of the film project.

We recommend the Department strengthen its grant oversight procedures by, among other things, requiring mandatory performance reports to provide specific project details that are readily verifiable. For the Chief Sanding Bear film project in particular, we recommend also the implementation of procedures, aside from the self-reporting worksheet currently provided, for ensuring that filming takes place in the qualified census tracts, as required by § 81-12,241(4)(c).

Department Response: DED will revise and update the Quarterly Performance Report submission form to require verifiable performance evidence from grant recipients. DED will ensure that the Chief Standing Bear film project uses this updated form and procedure. As an immediate control measure, DED has placed the awardee on suspension effective April 17, 2026, to address this concern.

* * * * *

Our examination methodology is designed primarily on a test basis and, therefore, may not bring to light all weaknesses in policies or procedures that may exist. Our objective is, however, to use the knowledge gained during our work to make comments and recommendations that we hope will prove useful to the Department.

Draft copies of this letter were furnished to the Department to provide its management with an opportunity to review and to respond to the comments and recommendations contained herein. Any formal response received has been incorporated into this letter. Such response has been objectively evaluated and recognized, as appropriate, in the letter. A response that indicates corrective action has been taken was not verified at this time.

This communication is intended solely for the information and use of the Department and its management. It is not intended to be, and should not be, used by anyone other than these specified parties. However, this communication is a matter of public record, and its distribution is not limited.

If you have any questions regarding the above information, please contact our office.

Audit Staff Working on this Examination:

Craig Kubicek, CPA, CFE – Deputy Auditor
Cindy Janssen – Audit Manager

Sincerely,



Craig Kubicek, CPA, CFE
Deputy Auditor
Auditor of Public Accounts
Room 2303, State Capitol
Lincoln, NE 68509
Phone (402) 471-3686
craig.kubicek@nebraska.gov

NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT
I Am A Man The Film, LLC Grant Agreement

Attachment A

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**STATE OF NEBRASKA - DEPARTMENT OF ECONOMIC DEVELOPMENT
GRANT AGREEMENT
CONTRACT NO. 23-01-168**

This Grant Agreement is entered into between the State of Nebraska - Department of Economic Development ("the Department") and I Am A Man, LLC ("Recipient") upon the date of signature by both parties.

This contract is a Grant Agreement of cash financial assistance by the Department to the Recipient intended to assist, stimulate, or support the Recipient in carrying out its allowable activities under the Chief Standing Bear Grant Program as requested by the Recipient in its application to the Department. The Department and the Recipient each agree to be bound by the applicable terms and conditions of the Award Terms and Conditions, and the laws of the state of Nebraska.

ARTICLE I - REQUIRED DATA ELEMENTS

Recipient Name (Which must match the name associated with its unique entity identifier.):	I Am A Man, LLC
Grant Agreement Period of Performance Start and End Date:	November 23, 2022 (start date) – December 31, 2026 (end date)
Amount of State Funds Obligated:	\$5,000,000.00
Name and Contact Information for Program Manager:	Lydia Lassen – lydia.lassen@nebraska.gov, 531-893-1836

ARTICLE II – SCOPE OF SERVICE

The Recipient will use grant funds to produce a film on Chief Standing Bear a portion of which is to be filmed in one or more qualified census tracts located within the boundaries of the city of the metropolitan class within the state of Nebraska. Additionally, Recipient shall expend at least 51% of the total grant funds in the qualified census tracts located within the boundaries of a city of the metropolitan class within the state of Nebraska.

ARTICLE III – PAYMENTS

The Department will disburse funds to the Recipient for the Program in a total amount not to exceed five million dollars (\$5,000,000.00). The funds will be used to fund the Program as more particularly described in the Program Manual. This is the total amount of funds obligated and committed to I Am A Man, LLC from the Department.

Section 1 – General Disbursement Guidelines:

Disbursements of funds will be made to the Recipient in the form and manner determined by the Department and in accordance with the requirements in this Award Agreement. At its discretion, the Department shall request supporting documentation or written justifications from the Recipient for any program expenditures. The Department may impose mandatory preapproval thresholds for

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planned purchases by the Recipient over a designated price. The Department requests that Recipient maintain a separate and independent bank account for the receipt and expenditure of all grant funds.

Section 2 - Allowable Costs:

The Recipient is responsible for the efficient and effective administration of the State award through the application of sound management practices. Recipient assumes the responsibility for administrating the state funds in a manner that is consistent with this Award Agreement, program objectives, and the laws of the State of Nebraska.

Recipient may only use funds for the stated and approved purposes set forth in the Recipient's Application and this Award Agreement, including the administration the program (to respond to the negative impact of the COVID-19 public health emergency and to build resilient and innovative communities.) Costs must be reasonable and allocable. Recipients may not use more than 10% of funds for costs associated with the administration of the program. The only expenses that can be incurred prior to the execution of the Award Agreement are general and reasonable administration expenses. Project costs cannot be obligated or incurred prior to the Department issuing a written Notice of Release of Funds. Upon receiving the "Notice of Release of Funds" letter, the Recipient may obligate non-administrative costs and draw down funds for eligible costs incurred. A Release of Funds will not be approved if there are any unresolved audit findings relating to a past award and remains unresolved beyond the normal period or is deemed to be extreme misconduct.

Section 3 – Cash Advances:

The Department will advance 50% of the grant Award Agreement for a total not to exceed \$2,500,000.00 to Recipient after execution of this Award Agreement. The 50% advance payment will be offset by any funds already distributed to Recipient.

Recipient may also be entitled to equal monthly payments of remaining grant funds until the grant is paid in full or by December 31, 2026. Recipient's right to receive equal monthly payments may be withheld for the failure to timely report all monthly expenses that utilize grant funding, failure to timely complete financial or performance reports, or failure to adhere to any other terms or conditions of the grant Award Agreement. Monthly expenses may also be reduced upon a documented finding that such funds are not being used for the purpose for which the grant was awarded.

Recipient will be required to provide the Department with adequate documentation substantiating that all cash advance funds were used for eligible expenses. The documentation will be reviewed by the Department to determine compliance with the necessary conditions and requirements of the Program Manual and this Award Agreement. The Department may seek repayment of any cash advance funds that were not used in accordance with the requirements.

Section 4 – Matching Funds

Recipient indicated that it had \$5,000,000.00 in matching funds. Recipient is required to contribute the full amount of matching funds during the term of the Award Agreement. Matching funds must be substantiated by the Recipient with documentation in a manner and form acceptable to the Department, including but not limited to copies of match attestation forms, commitment

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letter, etc. Documentation of matching funds being contributed must be provided contemporaneously with Recipient's requests for payment from the Department, and within the Award Agreement term. Failure to adequately document matching funds will result in the Department not honoring requests for payment.

Section 5 – ACH Requirement:

All eligible expenses must be incurred within the Period of Performance. The Recipient must submit the State of Nebraska Form W-9 and ACH Enrollment Form (provided by the Department), prior to making any requests for cash advances.

Cash advance of funds will be made by electronic deposit to the account designated by the Recipient on the State of Nebraska ACH Enrollment Form (or such other method as deemed appropriate by the Department), and in accordance with the requirements of this Award Agreement.

ARTICLE IV – RECIPIENT REPORTING

Section 1 – General Reporting Requirements

Recipient is to report to the Department and will cooperate and confer as necessary to insure satisfactory work process. Recipient should direct all contact to its Program Manager, as previously identified. All reports made in connection with this Award Agreement are subject to review and final approval by the Department. The Department may review and inspect the Recipient's activities during the term of the Award Agreement. Additionally, after reasonable notice of at least 24 hours to the Recipient, the Department may review any of the Recipient's internal records, reports, or insurance policies. If the Department determines that Recipient is performing unsatisfactory or is noncompliant, disbursements may be withheld, costs disallowed, suspension of the award, or any other action deemed appropriate by the Department may be implemented.

All financial, program, and any supplemental reports shall be submitted electronically through the Department's Grant Management System ("GMS,") Amplifund. Financial and program reports must be aligned and supportive of one another. Recipient's Program Manager will provide a direct link for Recipient to utilize for reporting purposes.

The Department will provide the Recipient with administration training and technical assistance on program-related matters. The scope of training and assistance provided by the Department shall vary in scope over the course of the program as the Department determines is necessary to ensure the Recipient is compliant with all program requirements and is accomplishing program performance goals in a timely and correct manner. For technical assistance, Recipient may also utilize the help feature on GMS by accessing the following link, <http://opportunity.nebraska.gov/amplifund/>.

All final financial and program reports shall be submitted by the Recipient within 30 days of the end of this Award Agreement, unless an extension of time is granted in writing by the Department.

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Failure to provide required reports to the Department by the required due dates may result in the Department declaring the Recipient to be in substantial breach of this Award Agreement, for which the Department may immediately terminate this Award Agreement and/or require repayment of all funds disbursed to the Recipient for the Program.

Recipient shall permit the Department and State of Nebraska Auditors, to have access to Recipient's records and financial states as necessary to comply with all applicable Federal, State, and local regulations.

Section 2 – Financial Reporting

Recipient shall timely submit all financial reports monthly, by the 15th of each, through the Department's GMS. Financial reports shall align with Recipient's proposed budget and shall be supported by appropriate documentation (payroll records, invoices, receipts, etc.). The Department may impose additional financial reporting requirements at its discretion.

Financial Reporting Requirements:

Recipients will have to report the following:

- Obligations and Expenditures
 - o Quarterly obligation amount
 - o Quarterly expenditure amount
- Program Income (Report the program income earned and expended to cover eligible project costs, if applicable.)
- Adopted Budget (Report the expenses that are necessarily incurred to execute the program.)
- Detailed information on any loans issued
- Detailed information on any contracts awarded

Section 3 – Program Reporting

Recipient shall timely submit all program reports quarterly through the Department's GMS. Reports are due on the 15th day for corresponding quarter. The Recipient will be required to prepare and provide program reports as outlined below.

Program Reporting Requirements:

- Project Status (Report on project status each reporting period, in four categories: Not Started, completed less than 50 percent, Completed 50 percent or more, or Completed)
- Project Demographic Distribution
 - o What Impacted and/or Disproportionally Impacted population does this project primarily serve?
 - o If this project primarily serves more than one Impacted and/or Disproportionately Impacted population.
- Primary place of performance
- Civil Rights Compliance (Report on Recipient's compliance with Title VI of the Civil Rights Act of 1964. This may include a narrative describing Recipient's compliance, along

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with other questions and assurances.)

- o This specific requirement will be on an annual basis.
- Goals identified by Recipient in its application for grant funds
- Participants 'demographics
- Program demographics
- Narrative of strengths and weaknesses

Section 4 – Periodic Reporting

The Department may require the Recipient to submit periodic performance and financial reports at intervals determined by the Department. The Department shall request additional information and change the frequency of reporting, at its discretion based on its assessment of the Recipient's program performance.

Section 5 – Conflict of Interest

No officer, employee, or agent of the Recipient will participate in the selection, or the award or administration of an Award Agreement supported by the grant if a conflict of interest, real or perceived, would be involved. Such a conflict would arise when the officer, employee, or agent; any member of the immediate family of the officer, employee, or agent; any partner of the officer, employee, or agent; or any organization which employs or is about to employ any of the above has a financial or other interest in the firm selected for award.

Recipient's officers, employees, or agents will neither solicit nor accept gratuities, favors, or anything of monetary value from Award Agreement or, potential Award Agreement, or parties to sub-agreements during office tenure or for one year after the closeout of any project financed with the grant funds. This stipulation must be included in all other Award Agreements and sub-agreements related to projects financed with grant funds.

In the event a prohibited conflict of interest arises, the Recipient must immediately inform DED. Upon written request, exceptions may be granted by the DED on a case-by-case basis when it is determined that such an exception will serve to further the purposes of the Program.

Section 6 – Disclosure (Fraud or Other Problematic Situations)

Recipient shall disclose in writing to the Department in a timely manner all violations of Federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting this Award Agreement.

Recipient shall report to the Department in a timely manner if any adverse or problematic situations arise between reporting deadlines describing the nature of the problem and what is being done to address it.

ARTICLE V – RISK ASSESSMENT

Section 1 – Recipient Risk Determination

The Department has completed a risk assessment on the Recipient to determine the level of compliance monitoring required on its program. The Department's risk assessment was based on

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an evaluation of the financial, operational, and compliance expertise demonstrated by the Recipient and its program. The Department determined the Recipient is at the following risk level: High.

Section 2 – Recipient Monitoring

The Department will implement appropriate monitoring measures of the Recipient's program activities as the Department determines is necessary to ensure the funds under this Award Agreement are used for authorized purposes only and the program goals are achieved. Additional monitoring requirements shall be imposed by the Department at its discretion, which will include periodic meetings and communications exchanged between the Department and the Recipient, preparation of desks reviews by the Recipient for review by the Department, and Recipient site visits by the Department.

In addition to the Recipient Reporting requirements in Article IV, as a high-risk Recipient, the Department will, at a minimum, require that Recipient, submit to quarterly desktop reviews, a procedures review, an annual audit, and quarterly on-site visits. The Department may request additional information as required.

Section 3 – Noncompliance, Revaluation of Risk and Corrective Action

The Department may adjust the Award Agreement conditions if the Department determines that the Recipient is not in compliance.

The Department may institute corrective action because of the Recipient's noncompliance. The Department shall provide written notice to the Recipient of any corrective action within a reasonable time after the completion of a report review, desktop review, onsite review, audit review, procedures review, or otherwise after the Department learns of a deficiency or the Recipient's noncompliance with the Award Agreement.

The Department shall notify the Recipient of the following with respect to the corrective action:

1. The nature of the additional requirements;
2. The reasons why the Department is imposing additional requirements;
3. The nature of the action needed to remove the additional requirements, if applicable;
4. The time allowed for completing the actions, if applicable; and
5. The method for requesting reconsideration of the additional requirements imposed.

The Department may reevaluate the Recipient's risk assessment and adjust the Award Agreement conditions as needed based on the following factors:

1. The Recipient's history of compliance with the general or specific terms and conditions of the Award Agreement;
2. The Recipient's ability to meet expected performance goals as described in the Award Agreement; and
3. The responsibility determination of a Recipient by the Department.

Additional Award Agreement conditions may include, but are not limited to, the following items:

1. Requiring payments as reimbursements rather than cash advance payments;

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2. Withholding authority to process the next phase until receipt of evidence of acceptable performance within a given performance period;
3. Requiring additional, more detailed financial reports, including but not limited to, audited financial reports;
4. Requiring additional project compliance monitoring;
5. Requiring the Recipient to obtain technical or management assistance;
6. Requiring the Recipient to address specific internal control, documentation, financial management, performance, or compliance issues within a specified time period; and
7. Establishing additional prior approvals.

The Department may remove any additional requirements on the Recipient once the conditions that prompted the requirements have been satisfied.

Section 4: Remedies

The Department shall have any and all remedies available under State law.

ARTICLE VI – TERMINATION

Section 1 – Termination Due to Loss of Funds

This Award Agreement will terminate in full, or in part, in the event the Department suffers a loss of the funding for which permitted it to fund this grant. In such an event, the Department will provide the Recipient written notice setting forth the effective date of full or partial termination.

Section 2 – Mutual Termination

This Award Agreement may be terminated in whole or in part, prior to the completion of Program activities, when both parties agree that continuation is not feasible or would not produce beneficial results commensurate with the further expenditure of funds. In the event of mutual termination, the parties must agree on the termination conditions, including effective date and the portion to be terminated.

Section 3 – Termination for Cause

In the event of a default or violation of the terms of this Award Agreement by the Recipient, the Department may take the following actions (which are additional to other default remedies specified elsewhere in this Award Agreement

- a) Suspension. After notice to the Recipient, suspend the Award Agreement and withhold any further payment or prohibit the Recipient from incurring additional obligations of grant funds, pending corrective action by the Recipient or a decision to terminate.
- b) Termination. Terminate the Award Agreement in whole, or in part, at any time before the date of completion, whenever it is determined that the Recipient has failed to comply with the terms and conditions of this Award Agreement. The Department will promptly notify the Recipient, in writing, of any non-compliance and provide Recipient a reasonable opportunity (not to exceed thirty (30) days) to cure, if cure is possible. If cure cannot be,

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or has not been, made, the Department will notify Recipient, in writing of the determination and the reasons for the termination, together with the effective date. Payments made to the Recipient or recoveries by the Department under this Award Agreement will be in accord with the legal rights and liabilities of the parties. Further, any costs previously paid by the Department which are subsequently determined to be unallowable through audit and closeout procedures may be recovered from present grant funds or deducted from future grants (if any).

Section 4 – Non-Compliance Termination

If the Departments determines that the Recipient materially fails to comply with any term of this Award Agreement, whether stated in a state statute or regulation, an assurance, in a state plan or application, a notice of award, or any other applicable requirement, the Department, in its sole discretion may take actions including:

1. Temporarily withholding payments pending correction of the deficiency or more severe enforcement action by the Department;
2. Disallowing or denying use of funds for all or part of the cost of the activity or action not in compliance;
3. Disallowing claims for reimbursement;
4. Wholly or partially suspending or terminating this grant;
5. Requiring return or offset of previous reimbursements;
6. Prohibiting the Recipient from applying for or receiving additional funds for other grant programs administered by the Department until repayment to Department is made and any other compliance or audit finding is satisfactorily resolved;
7. Reducing the grant award maximum liability of the Department;
8. Terminating this Award Agreement;
9. Imposing a corrective action plan;
10. Withholding further awards; or
11. Taking other remedies or appropriate actions.

Section 5 – Outstanding Obligations

The Department, at its sole discretion, may impose sanctions without first requiring a corrective action plan.

The Recipient's costs resulting from obligations incurred during a suspension or after termination of this Award Agreement are not allowable unless the Department expressly authorizes them in the notice of suspension or termination or subsequently.

ARTICLE VII – OTHER CONTRACTUAL CONDITIONS

Section 1 – Verification of Work Eligibility Status for New Employees

The Recipient shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

In this context, "new employees" means employees hired on or after the effective date of this

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Award Agreement. A "federal immigration verification system" means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (8 U.S.C. 1324a), known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

This contractual obligation to verify work eligibility status for new employees physically performing services within the State of Nebraska *also applies to any and all subcontractors utilized by the Recipient* in performing this Award Agreement. The Recipient will be responsible to the Department for enforcing this requirement with its subcontractors.

A failure by the Recipient to adhere to these requirements violates the statutory requirements in Neb. Rev. Stat. §4-114 and, as such, will be deemed a substantial breach of this Award Agreement which could result in the Department declaring Recipient to be in default on this Award Agreement.

Section 2 - Debarment, Suspension, and Ineligibility

By executing this Award Agreement, Recipient certifies, represents, and warrants that the Recipient and all contractors, subcontractors, suppliers, consultants, or their agents or representatives in any transaction to be used by Recipient in performing this Award Agreement are not debarred, suspended, proposed for debarment, placed in ineligibility status, or voluntarily excluded from covered transactions any federal agency under the provisions of Executive Order 12549 "Debarment and Suspension" and government debarment and suspension regulations.

Recipient agrees to immediately notify the Department if the Recipient or any of its contractors, subcontractors, suppliers, consultants, or their agents or representatives in any transaction become sanctioned or debarred. The Recipient acknowledges that suspension or debarment or the use of suspended/debarred contractors, subcontractors, suppliers, consultants, or their agents or representatives is cause for termination of this agreement.

Section 3 - Authorization of Project Publicity, Information Sharing, and Events

Prior to announcing or referring to the grant or grant activities in news releases, press conferences, or other media, the Recipient must inform the Department and include the following reference to the funding made available for the grant under this Award Agreement.

"This project [is being][was] supported, in whole or in part, by the State of Nebraska – Department of Economic Development and I Am A Man, LLC, as a grant recipient of state funds."

The Recipient also agrees to allow the Department to issue news releases and otherwise share information and/or make announcements about the Project. The Department is not required to obtain any approval, written or otherwise, from the Recipient prior to releasing information about the Project.

Furthermore, Recipient agrees to provide the Department with notice and access to all community events and activities that arise out of the use of the grant funds. Notice of at least 14 business days

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shall be given to the Department for all events and activities. Access to events and activities shall include admission free of charge for at least three (3) Department representatives.

Section 4 - Notification of Project Staff Changes

The Recipient will make reasonable efforts to keep the Department informed of changes in Recipient's staff that relate to the project such as the departure of key persons.

Section 5 - Mandatory Disclosures

Recipient must immediately disclose to the Department, or other appropriate authorities (with a copy to the Department) all violations of federal or state criminal law involving fraud, bribery, or gratuity violations potentially affecting the use of the funds provided under this Award Agreement.

Section 6 - Notice

Except as otherwise expressly specified herein, all notices, requests, or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed by U.S. Mail, postage prepaid and return receipt requested, to the parties at their respective addresses set forth in this agreement, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) calendar days following deposit in the U.S. mail. Notices shall be sent to the following addresses:

Nebraska Department of Economic
Development:

Nebraska Department of Economic Development
Attn: Legal Department
245 Fallbrook Blvd, Suite 2
Lincoln, NE 68521

I Am A Man, LLC

I Am A Man, LLC
Attn: Burke Harr
Houghton Bradford Whitted PC, LLO
6457 Frances Street, Suite 100
Omaha, NE 68106

Section 7 - Force Majeure

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the Award Agreement due to a natural disaster or other similar event outside the control of and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of the Award Agreement so affected shall immediately give notice to the other party of the Force Majeure Event. The Department may grant relief from performance of the agreement if the Recipient is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest upon the Recipient. To obtain relief based on a Force Majeure Event, the Recipient must file a written request for such relief with the Department.

Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the agreement.

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Section 8 - Designation of Officials to Execute Award Agreement and Amendments

The Director of the Department (or his or her designee) is the official authorized to execute this Award Agreement and any amendments to this Award Agreement on behalf of the Department.

The Recipient or the Department may request amendments to this Award Agreement. Amendments will not be effective until mutually agreed to in writing by both parties.

Section 9 - Waivers in Writing; No Assignment of Interest; Severability

No conditions or provisions of this Award Agreement can be waived unless approved by the Department in writing.

The Recipient will not assign any interest in this Award Agreement without the written consent of the Department.

Recipient shall not subcontract any of their duties or obligations under this Award Agreement without the express written agreement of the Department.

If any provision under this Award Agreement or its application to any person or circumstance is held invalid by any court of competent jurisdiction, the invalidity will not affect other provisions of this Award Agreement

Section 10 - State Non-Liability/Hold Harmless

The Recipient will hold the State of Nebraska and the Department harmless from any and all claims, demands, and actions based upon, or arising out of, any activities performed by the Recipient, or by their associates, employees, contractors, and subcontractors under this Award Agreement.

Section 11 - Relationship of the Parties

Nothing in this Award Agreement should be construed in any manner as creating or establishing the relationship of partners between the parties, nor shall either party have the right, power or authority to create any obligations or duty, express or implied, on behalf of the other party.

Any and all claims, on behalf of any person arising out of employment or alleged employment (including, but not limited to, claims of discrimination,) against the Recipient, its officers, or its agents will in no way be the responsibility of the Department. Recipient will hold the Department harmless from any and all such claims.

Section 12 - Permits and Licenses, Compliance with Applicable Law

The Recipient will procure and pay for all permits, licenses, and approvals necessary for the execution of this Award Agreement, and completion of the Program.

In addition to compliance with law as may be specifically provided in this Award Agreement, the Recipient will comply with all applicable federal and state laws, ordinances, rules, and regulations relating to the activities carried out by Recipient under this Award Agreement

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Section 13 - Drug Free Workplace

Recipient certifies that it maintains a drug free workplace environment to ensure worker safety and workplace integrity. Recipient agrees to provide a copy of its drug free workplace policy at any time upon request by the Department.

Section 14 – Insurance

Recipient agrees to purchase and maintain through the Award Agreement period, at its own expense, the insurance coverages listed below and will furnish evidence of insurance coverage to the Department within 30 days of the execution of this Award Agreement.

Notice of cancellation of any required insurance policy must be submitted to Program Manager when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY	
Coverage A	Statutory
Coverage B	Statutory
Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee
COMMERCIAL GENERAL LIABILITY	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 any one person
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Damage to Rented Premises	\$50,000 any one fire
COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	\$2,000,000 combined single limit
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	\$1,000,000 per occurrence
Aggregate	\$1,000,000
SUBROGRATION WAIVER	
"Waiver of Subrogation on the Workers' Compensation in favor of the State of Nebraska."	
LIABILITY WAIVER	
"The State of Nebraska, Certificate Holder, is an additionally insured, primary and noncontributory on the General Liability."	

Section 15 - Political Activity

No portion of the funds provided to Recipient will be used for any partisan political activity, to further the election or defeat of any candidate for public office, or to influence the approval or defeat of any ballot issue.

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Section 16 - Closeout

Recipient shall comply with grant closeout procedures as specified by the Department to ensure a timely closeout. The closeout of the grant provided under this Award Agreement does not affect the right of the Department or any duly authorized official of the state government to disallow costs and recover funds from the Recipient on the basis of a later audit or other review. The obligation of the Recipient to return any funds due as a result of an audit is not affected by closeout of this grant, or termination of this Award Agreement.

Section 17 - Maintenance and Access to Records

The State of Nebraska, or the Department shall have the right of access to records (electronic and otherwise) of Recipient to conduct audits or other investigations. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to the State, whichever is later.

Section 18 - Statutes and Regulations Prohibiting Discrimination Applicable to this Award

1. Civil Rights Law and Equal Opportunity Employment: The Recipient agrees to comply with all applicable local, state, and federal statutes and regulations regarding civil rights law and equal opportunity employment. The Recipient shall not discriminate against any employee or applicant for employment with respect to the employee's or applicant's hire, tenure, terms, conditions, or privileges of employment because of his or her race, color, religion, sex, disability, or national origin.
2. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 *et seq.*), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.
3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.
4. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 *et seq.*), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination based on age in programs or activities receiving federal financial assistance.
5. Americans with Disabilities Act: The Recipient agrees to comply with all provisions of the Americans with Disabilities Act (ADA) with respect to hiring, training, and employment practices, including reasonable accommodation of persons with disabilities in hiring, training, and employment practices; and in assuring access by persons with disabilities to facilities and services provided by the Recipient to the general public.

Section 19 - Disclaimer

The State of Nebraska expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other

NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT
I Am A Man The Film, LLC Grant Agreement

Attachment A

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losses resulting in any way from the performance of this award or any contract, or subcontract under this Award.

The acceptance of this Award by Recipient does not in any way establish an agency relationship between the Department and the Recipient.

Section 20 – False Statements

Recipient understands that making false statements or claims in connection with this award may be a violation of state law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in state awards or contracts, and/or any other remedy available by law.

Section 21 – Compliance with Nebraska State Law

Recipient shall comply with any and all laws and regulations, including any and all county, municipal, ordinances, rules, regulations, and statutes established by the State of Nebraska and its respective political subdivisions, that are relevant to the performance of the scope of work set forth in this Award Agreement.

Recipient shall procure and maintain for the duration of this Award Agreement any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification, or certification required by statute, ordinance, law, or regulation to be held by Recipient to provide the services required by this Award Agreement

Section 22 - Entire Agreement; Binding Effect; Counterparts; Governing Law

This instrument, along with any attachments, the approved Application, and those items incorporated by reference, contain the entire Award Agreement between the parties.

This Award Agreement will be binding upon, and will inure to the benefit of, the successors, assigns, and legal representatives of the parties.

This Award Agreement, or any amendment of this agreement, may be signed in any number of counterparts, each of which will be an original, but all of which taken together will constitute one agreement (or amendment, as the case may be).

This Award Agreement shall be governed by; construed according to the laws and regulations of; and subject to the jurisdiction of the State of Nebraska.

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

The parties acknowledge they have read and understand this Amendment, they agree to its provisions, and that it will be effective on the date when both parties have signed.

[I Am A Man LLC - ARPA—23-01-168—Page 14 of 15]

NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT
I Am A Man The Film, LLC Grant Agreement

Attachment A

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ARTICLE VIII -ACCEPTANCE PROVISIONS

The parties acknowledge they have read and understand this Grant Agreement, they agree to its provisions, and that it will be effective on the date when both parties have signed.

<p>NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT</p> <p>DocuSigned by: <i>Javier Saldana Jr.</i> By: _____ (Signature of Authorized Official) Javier Saldana Jr. _____ (Javier Saldaña, Jr., Economic Recovery Division Administrator) 1313 Farnam Street, Suite 305 (Street Address) Omaha, NE 68102 (City, State, Zip) 11/14/2023 _____ (Date)</p>	<p>I AM A MAN, LLC</p> <p>DocuSigned by: <i>Andrew Troy</i> By: _____ (Signature of Authorized Official) Andrew Troy authorized managing member _____ (Typed or Printed Name/Title) 17310 Yucca Circle _____ (Street Address) Bellevue, NE 68123 _____ (City, State, Zip) 11/9/2023 _____ (Date)</p>
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NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT
Notice of Conditional Exception of Conflict of Interest
December 20, 2024

Attachment B

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Jim Pillen, Governor



Notice of Conditional Exception of Conflict of Interest

December 20, 2024

Andrew Troy
17310 Yucca Circle
Bellevue, NE 68123
via email only to andrew@troyent.com

Dear Mr. Troy,

I Am A Man the Film, LLC ("Recipient") has reported grant-funded expenses arising from transactions with Troy Entertainment Inc. and Hell's Kitchen Limited - America Inc. Based on correspondence from your attorney Burke J. Harr dated November 25, 2024, you have an ownership interest in each of these companies. This constitutes a prohibited conflict of interest under Article IV, Section 5, of Contract No. 23-01-168 ("the Contract").

The Department of Economic Development ("the Department") has determined that a conditional exception will serve to further the purposes of the Program. The Department hereby grants an exception subject to the following conditions:

1. Recipient shall provide the Department with copies of any contracts for services or contracts for personal property between I Am A Man the Film, LLC, Troy Entertainment Inc., and Hell's Kitchen Limited - America Inc. and any related affiliates. if the contract relates to any cost claimed as a project expense.
2. When grant funds are paid to Troy Entertainment or Hell's Kitchen Limited - America, Recipient shall provide documentation satisfactory to the Department demonstrating that the receiving entity's ultimate expenditure of the grant funding constituted an eligible use under the Contract. Sufficiency of this documentation shall be determined by the Department.
3. Recipient shall notify the Department if it claims any expense arising from a transaction with Andrew Troy individually or any other company in which Andrew Troy or any other person listed in Article IV, Section 5, of the Contract, has any financial interest.
4. Upon request, recipient shall provide documentation to demonstrate that costs of services or property related to the film industry (e.g., writing and book rights, casting, investor relationships, cinematography, etc.) are reasonable and necessary by the standards of the industry.

Department of Economic Development
245 Fallbrook Blvd, Suite 002
Lincoln, Nebraska 68521 USA
Office 800-426-6505
Statewide Relay 800-833-0920 (voice)

opportunity.nebraska.gov

An Equal Opportunity/Affirmative Action Employer



NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT
Notice of Conditional Exception of Conflict of Interest
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5. Recipient shall notify the Department prior to renting or leasing workspace to be used by other production companies, including Troy Entertainment, Inc., and Hell's Kitchen Limited - America Inc., contractors, heads of department, or storage. Upon request, recipient shall provide documentation to demonstrate that the costs of such rented or leased workspace are reasonable and necessary by the standards of the film industry.
6. In determining whether a cost is reasonable and allocable, the Department may refer to the Cost Principles of 2 CFR Part 200, Subpart E and Appendices I through XII as a persuasive uniform standard.

Failure to comply with these conditions will result in revocation of the exception.

Sincerely,

DocuSigned by:

807D0208F49546E
Javier Saldana Jr.
Economic Recovery Division Administrator
Nebraska Department of Economic Development

cc: Burke J. Harr, bharr@houghtonbradford.com

Department of Economic Development
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