

# MINUTE RECORD

No. 729 -- REBELO & COMPANY, INC. OMAHA E1107788LD

## LA VISTA CITY COUNCIL MEETING December 3, 2013

A meeting of the City Council of the City of La Vista, Nebraska was convened in open and public session at 7:00 p.m. on December 3, 2013. Present were Councilmembers: Gowan, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Also in attendance were City Attorney McKeon, Assistant City Administrator Ramirez, City Clerk Bueth, Finance Director Lindberg, Fire Chief Uhl, Police Chief Lausten, Public Building and Grounds Director Archibald, Recreation Director Stopak, Library Director Barcal, Assistant Public Works Director/City Engineer Kottmann, and City Planner Solberg.

A notice of the meeting was given in advance thereof by publication in the Times on November 20, 2013. Notice was simultaneously given to the Mayor and all members of the City Council and a copy of the acknowledgment of the receipt of notice attached to the minutes. Availability of the agenda was communicated to the Mayor and City Council in the advance notice of the meeting. All proceedings shown were taken while the convened meeting was open to the attendance of the public. Further, all subjects included in said proceedings were contained in the agenda for said meeting which is kept continuously current and available for public inspection at City Hall during normal business hours.

Mayor Kindig called the meeting to order and led the audience in the pledge of allegiance.

Mayor Kindig announced that a copy of the Open Meetings Act was posted on the west wall of the Council Chambers and copies were also available in the lobby of City Hall.

Mayor Kindig made an announcement regarding the agenda policy statement providing for an expanded opportunity for public comment on the agenda items.

### APPOINTMENT - CIVIL SERVICE COMMISSION - RE-APPOINT - MARY HEWITT - 5 YEAR TERM

Mayor Kindig stated, with the approval of the City Council, he would like re-appoint Mary Hewitt to the Civil Service Commission for a 5 year term Councilmember Quick motioned the approval, seconded by Councilmember Sell. Councilmembers voting aye: Gowan, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

#### A. CONSENT AGENDA

1. APPROVAL OF THE AGENDA AS PRESENTED
2. APPROVAL OF THE MINUTES OF THE NOVEMBER 19, 2013 CITY COUNCIL MEETING
3. APPROVAL OF THE MINUTES OF THE NOVEMBER 14, 2013 LIBRARY ADVISORY BOARD MEETING
4. APPROVAL OF THE MINUTES OF THE SEPTEMBER 19, 2013 PLANNING COMMISSION MEETING
5. PAY REQUEST FROM FELSBURG HOLT & ULLEVIG. - PROFESSIONAL SERVICES - GILES ROAD SIGNAL COORDINATION - \$732.03
6. PAY REQUEST FROM FELSBURG HOLT & ULLEVIG. - PROFESSIONAL SERVICES - HELL CREEK CHANNEL IMPROVEMENTS PHASE II - \$5,039.92
7. FINAL PAY REQUEST FROM TAB CONSTRUCTION - CONSTRUCTION - QUIET ZONE IMPROVEMENTS - \$19,844.04
8. APPROVAL OF CLAIMS

ALAMAR UNIFORMS, apparel	721.47
APA, training	70.00
ARAMARK, services	24.62
ARBOR DAY FOUNDATION, dues	15.00
ASPHALT & CONCRETE MATERIALS, maint.	94.50
BAKER & TAYLOR, books	3,776.47
BCDM, services	1,890.00
BEACON BUILDING SERVICES, services	6,712.00
BISHOP BUSINESS EQUIP., services	88.80

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BLACK HILLS ENERGY, utilities	4,553.75
BNSF RAILWAY COMPANY, construction costs	7,702.50
BUETHE, P., travel	56.50
BUILDERS SUPPLY CO, bld&grnds	86.17
CAPSTONE, books	1,639.41
CELEBRITY STAFFING, services	591.15
CENTER POINT PUBLISHING, books	215.70
CENTURY LINK, phone	1,046.31
CHEMSEARCH, maint.	190.00
CHILD'S WORLD INC., books	466.80
CITY OF OMAHA, sewer	124,471.00
COLIBRI SYSTEMS, books	202.50
COMP CHOICE, services	1,002.50
CONSOLIDATED MANAGEMENT, training	167.00
CORNHUSKER INTL TRUCKS, maint.	54.32
COUNCIL OF STATE GOVERNMENTS, books	112.50
COX, services	352.86
CREW OMAHA METRO, dues	285.00
DEIML, K., training	1,062.50
DELL, it	2,007.76
DULTMEIER, maint.	22.12
DYE, A., books	7.99
EAGLE ENGRAVING, apparel	136.24
EASTERN LIBRARY SYSTEM, training	34.00
EDGEWEAR SCREEN PRINTING, apparel	462.00
ENOA, services	300.00
ENTERPRISE FM TRUST, services	981.48
FEDEX KINKO'S, printing	1,935.08
FEDEX, maint.	239.39
FILTER CARE, maint.	16.30
FOCUS PRINTING, printing	4,734.38
FORT DEARBORN LIFE INS COMPANY	1,323.00
GALE, books	192.67
GALLS, apparel	119.43
GASSERT, M., services	498.00
GCR TIRE CENTERS, maint.	104.96
GFO, dues	190.00
GLOCK PROFESSIONAL, training	195.00
GOLEY, C., maint.	100.00
GRAYBAR ELECTRIC, bld&grnds	127.16
GREAT PLAINS UNIFORMS, apparel	74.50
H & H CHEVY, maint.	201.76
HANEY SHOE STORE, apparel	111.95
HARM'S CONCRETE, bld&grnds	2,548.00
HELGET GAS PRODUCTS, supplies	45.00
HUNDEN STRATEGIC PARTNERS, services	4,992.50
HY-VEE, supplies	57.00
ICMA - D C, services	5,550.00
INTERSTATE ALL BATTERY CENTER, supplies	109.50
KLINKER, M., services	200.00
LA VISTA COMMUNITY FOUNDATION	50.00
LANDPORT SYSTEMS, services	125.00
LAUGHLIN, KATHLEEN A, TRUSTEE	437.00
LEAGUE ASSN OF RISK MGMT, bonds	459.49
LEAGUE OF NEBRASKA MUNICIPAL, training	2,560.00
LIBERTY FLAG & SPECIALTY, events	280.70
LIBRARY IDEAS, media	1.50
LOGAN CONTRACTORS SUPPLY, maint.	22.50
MAPA, training	140.00

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MAT, services	590.00
MATHESON TRI-GAS, supplies	197.67
MAX'S BODY SHOP, maint.	4,377.46
MCC, utilities	15,598.50
MICHAEL TODD AND COMP., maint.	825.35
MID CONTINENT SAFETY, equip.	80.00
MIDWEST SERVICE AND SALES, equip.	86.00
MIDWEST TAPE, media	1,732.89
MONARCH TIRES & WHEELS, maint.	80.00
MUD, utilities	1,947.41
MULHALL'S, bld&grnds	199.00
NACO PLANNING & ZONING, training	50.00
NEWMAN TRAFFIC SIGNS, signs	1,982.64
NEWSBANK, books	2,395.00
NOBBIES, equip.	27.86
NUTS AND BOLTS INC., maint.	140.84
OCCUVAX, supplies	207.00
OCLC, books	91.48
OFFICE DEPOT, supplies	955.29
ONE CALL CONCEPTS, services	38.75
PARAMOUNT, apparel	160.37
PAYFLEX SYSTEMS, services	250.00
PFEIFER, V., auto	100.00
PFEIFER, V., services	400.00
PITNEY BOWES, supplies	204.00
PLAINS EQUIPMENT GROUP, maint.	284.68
PPE INC., training	1,400.00
PROFESSIONAL GROUNDS MGMT, dues	175.00
QUINN, J., services	150.00
RDG PLANNING & DESIGN, services	3,749.04
RETRIEVEX, services	97.48
ROURKE PUBLISHING, books	446.92
RUNZA RESTAURANT, supplies	960.00
SARPY COUNTY COURTHOUSE, services	3,960.21
SARPY COUNTY TREASURER, services	29,097.00
SECURITY EQUIPMENT, bld&grnds	11,462.00
SHRED-SAFE, services	85.00
SMITH, M., auto	100.00
SPRINT	182.08
STATE FIRE MARSHAL, training	100.00
SUPERIOR VISION SVCS INC	391.52
SWAIN CONSTRUCTION, services	8,269.83
SYMBOL ARTS, apparel	143.00
TAB HOLDING COMPANY, services	42,842.92
TELEVISION EQUIP, maint.	59.68
THERMO KING CHRISTENSEN, maint.	154.74
THOMAS, D., services	80.00
THOMPSON DREESSEN & DORNER, services	366.00
THOMPSON DREESSEN & DORNER, services	10,864.57
THOMPSON DREESSEN & DORNER, services	4,609.10
VALUATION SERVICES, services	26,000.00
VAN RU CREDIT CORPORATION	31.42
VERIZON, utilities	426.70
WAL-MART, supplies	988.83
WHITE CAP CONSTR, apparel	188.16
WINGATE BY WYNDHAM, travel	1,709.05
WINTER, J., services	260.00
ZIMCO SUPPLY, bld&grnds	140.00
ZOO BOOKS MAGAZINE, books	24.95

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## **9. PAY REQUEST FROM OAKHAVEN HOMES, INC. - CONSTRUCTION - FIRE STATION DISTRICT 1 REMODEL - \$3,435.00**

Councilmember Sell made a motion to approve the consent agenda. Seconded by Councilmember Gowan. Councilmember Hale reviewed the claims for this period and stated that everything was in order. Councilmembers voting aye: Gowan, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

## **REPORTS FROM CITY ADMINISTRATOR AND DEPARTMENT HEADS**

Library Director Barcal informed the Council that Lindsey had received a grant for \$2,700 to purchase a 3-D printer. Councilmember Sell asked if there were policies on the use of this printer. Barcal stated that the printer will only be used under staff supervision. Barcal also informed Council that the Library won a prize of bookmarks from the Public Library Association.

## **PRESENTATION - 2<sup>ND</sup> AND 3<sup>RD</sup> QUARTER REPORTS - SARPY COUNTY ECONOMIC DEVELOPMENT CORPORATION**

Toby Churchill with the Sarpy County Economic Development Corporation was not able to stay for a presentation. Mayor Kindig had met with Mr. Churchill and gave Council the highlights of the 2<sup>nd</sup> and 3<sup>rd</sup> quarter reports.

## **B. RESOLUTION - INSTALLATION OF STOP SIGN - 110<sup>TH</sup> AND OLIVE STREET INTERSECTION**

Councilmember Quick introduced and moved for the adoption of Resolution No.13-132; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE INSTALLATION OF ONE (1) STOP SIGN ON OLIVE STREET AT ITS INTERSECTION WITH 110<sup>TH</sup> STREET

WHEREAS, the Mayor and City Council of the City of La Vista have determined that installing one (1) stop sign on Olive Street at its intersection with 110<sup>th</sup> Street is necessary; and

WHEREAS, the FY 13/14 General Fund Budget provides funding for sign purchases; and

WHEREAS, the City Engineer has recommended this stop sign based on the guidelines in the MUTCD; and

WHEREAS, Section 70.072 of the La Vista Municipal Code requires City Council approval prior to the placement of any regulatory traffic sign, signal or mechanical devices.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, hereby authorize the installation of one (1) stop sign on Olive Street at its intersection with 110<sup>th</sup> Street.

Seconded by Councilmember Hale. Councilmembers voting aye: Gowan, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

## **C. RESOLUTION - APPROVE CHANGE ORDER - LA VISTA QUIET ZONE - CHANGE ORDER 2**

Councilmember Hale introduced and moved for the adoption of Resolution No. 13-133: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING A CHANGE ORDER TO THE CONTRACT WITH TAB CONSTRUCTION COMPANY, OMAHA, NEBRASKA, IN AN ADDITIONAL AMOUNT NOT TO EXCEED \$5,410.60

WHEREAS, the City has determined it is necessary to increase the quantities of asphalt pavement replacement and seeding as well as to provide payment for some minor items of work not included in the original contract; and

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WHEREAS, this change order increases the project costs but remains within the FY 13/14 funding available for this project; and

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of the City of La Vista, Nebraska, that the Mayor is authorized to execute the necessary documents for a change order with TAB Construction Company., Omaha, Nebraska, in an additional amount not to exceed \$5,410.60.

Seconded by Councilmember Quick. Councilmembers voting aye: Gowan, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

## **D. RESOLUTION – AUTHORIZATION TO PURCHASE – COMPUTER EQUIPMENT – AWE: DIGITAL LEARNING SOLUTIONS**

Councilmember Quick introduced and moved for the adoption of Resolution No. 13-134; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE PURCHASE OF TWO (2) COMPUTERS WITH SOFTWARE FROM AWE: DIGITAL LEARNING SOLUTIONS IN AN AMOUNT NOT TO EXCEED \$5,161.00.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of computer equipment is necessary; and

WHEREAS, the FY 13/14 General Fund budget provides funding for computer replacement needs associated with the update and age of the existing children's computers of \$3,084. The remainder will be taken from State Aid Money the Library was awarded in the amount of \$2,077.; and

WHEREAS, Subsection (C) (9) of Section 31.23 of the La Vista Municipal Code requires that the city administrator secure Council approval prior to authorizing any purchase over \$5,000.00.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the purchase of two (2) computers with software from AWE: Digital Learning Solutions in an amount not to exceed \$5,161.00.

Seconded by Councilmember Hale. Councilmembers voting aye: Gowan, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

## **COMMENTS FROM THE FLOOR**

There were no comments from the floor.

## **COMMENTS FROM MAYOR AND COUNCIL**

Councilmember Sheehan stated that he had attended the Mayor's award presentation for Fitzgerald, Schorr, Barmettler and Brennan, P.C., L.L.O. and it was great to see Joe Barmettler.

Mayor Kindig informed the Council that Karen Fagin's husband Jim passed away and the funeral would be next week. He also stated that he had attended a 911 meeting on Monday. Councilmember Quick asked if the agreement was supposed to be reached in December. Mayor Kindig will have staff check on this.

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At 7:13 p.m. Councilmember Crawford made a motion to adjourn the meeting. Seconded by Councilmember Quick. Councilmembers voting aye: Gowan, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

PASSED AND APPROVED THIS 17TH DAY OF DECEMBER, 2013

CITY OF LA VISTA

\_\_\_\_\_  
Douglas Kindig, Mayor

ATTEST:

\_\_\_\_\_  
Pamela A. Bueth, CMC  
City Clerk



CITY OF LA VISTA  
8116 PARK VIEW BOULEVARD  
LA VISTA, NE 68128  
P: (402) 331-4343

A.3  
**DRAFT**

PLANNING COMMISSION MINUTES  
NOVEMBER 21, 2013

The City of La Vista Planning Commission held a meeting on Thursday, November 21, 2013, in the Harold "Andy" Anderson Council Chamber at La Vista City Hall, 8116 Park View Boulevard. Chairman Krzywicki called the meeting to order at 7:00 p.m. with the following members present: Krzywicki, Malmquist, Gahan, Andsager, Circo, and Alexander. Members absent were: Tom Miller, Nielsen and Lowell Miller. Also in attendance were Christopher Solberg, City Planner.

Legal notice of the public meeting and hearing were posted, distributed and published according to Nebraska law. Notice was simultaneously given to all members of the Planning Commission. All proceedings shown were taken while the convened meeting was open to the attendance of the public.

**1. Call to Order**

- a. The meeting was called to order by Chairman Krzywicki at 7:00 p.m. Copies of the agenda and staff reports were made available to the public.

**2. Approval of Meeting Minutes – September 19, 2013**

- a. Gahan moved, seconded by Alexander to approve the September 19, 2013 minutes as submitted. **Ayes:** Krzywicki, Malmquist, Gahan, Andsager, and Alexander. **Nays:** None. **Abstain:** Circo. **Absent:** Tom Miller, Nielsen and Lowell Miller. **Motion Carried.** (5-0 with one abstaining)

**3. Old Business**

None.

**4. New Business**

**A. Public Hearing regarding amendments to the City of La Vista Comprehensive Plan – Future Land Use Map.**

- i. **Staff Report:** Solberg explained the official Future Land Use Map has been updated to apply the Special Corridor overlay to The Pointe Apartments located just northwest of 87<sup>th</sup> and Giles Road. Staff recommends approval.
- ii. **Public Hearing Opened:** Malmquist moved, seconded by Circo to open the public hearing. **Ayes:** Krzywicki, Malmquist, Gahan, Andsager, Circo and Alexander. **Nays:** None. **Abstain:** None. **Absent:** Tom Miller, Nielsen and Lowell Miller. **Motion Carried.** (6-0)
- iii. **Public Hearing Closed:** Malmquist moved, seconded by Circo to close the public hearing **Ayes:** Krzywicki, Malmquist, Gahan, Andsager, Circo and Alexander.

**Nays: None. Abstain: None. Absent: Tom Miller, Nielsen and Lowell Miller.**  
**Motion Carried. (6-0)**

- iv. **Recommendation:** Malmquist moved, seconded by Circo to recommend approval of the adoption of the amendments to the City of La Vista Future Land Use Map of the Comprehensive Plan to unify the Gateway Corridor along Giles Road. **Ayes:** Krzywicki, Malmquist, Gahan, Andsager, Circo and Alexander. **Nays: None. Abstain: None. Absent: Tom Miller, Nielsen and Lowell Miller.**  
**Motion Carried. (6-0)**

**B. Public Hearing regarding amendments to the Zoning Map.**

- i. **Staff Report:** Solberg explained the official Zoning Map has been updated to apply the Special Corridor overlay to The Pointe Apartments located just northwest of 87<sup>th</sup> and Giles Road. Staff recommends approval.
- ii. **Public Hearing Opened:** Circo moved, seconded by Gahan to open the public hearing. **Ayes:** Krzywicki, Malmquist, Gahan, Andsager, Circo and Alexander. **Nays: None. Abstain: None. Absent: Tom Miller, Nielsen and Lowell Miller.**  
**Motion Carried. (6-0)**
- iii. **Public Hearing Closed:** Circo moved, seconded by Malmquist to close the public hearing. **Ayes:** Krzywicki, Malmquist, Gahan, Andsager, Circo and Alexander. **Nays: None. Abstain: None. Absent: Tom Miller, Nielsen and Lowell Miller.**  
**Motion Carried. (6-0)**
- iv. **Recommendation:** Gahan moved, seconded by Alexander to recommend approval of the amendments to the Zoning Map to apply the Special Corridor overlay to The Pointe Apartments located just northwest of 87<sup>th</sup> and Giles Road. **Ayes:** Krzywicki, Malmquist, Gahan, Andsager, Circo and Alexander. **Nays: None. Abstain: None. Absent: Tom Miller, Nielsen and Lowell Miller.** **Motion Carried. (6-0).**

**C. Public Hearing regarding amendments to the Subdivision Regulations.**

- i. **Staff Report:** Solberg explained the Subdivision Regulations have undergone a complete re-write. Staff has made numerous amendments to clean up and clarify language, as well as to provide updates to the processes for subdivision approval. The amendments are not complete at this time. Staff recommends continuing this agenda item.
- ii. **Public Hearing Opened:** Malmquist moved, seconded by Circo to open the public hearing. **Ayes:** Krzywicki, Malmquist, Gahan, Andsager, Circo and Alexander. **Nays: None. Abstain: None. Absent: Tom Miller, Nielsen and Lowell Miller.** **Motion Carried. (6-0)**
- iv. **Recommendation:** Gahan moved, seconded by Andsager to recommend continuing the public hearing to the next meeting. **Ayes:** Krzywicki, Malmquist,

*Gahan, Andsager, Circo and Alexander. Nays: None. Abstain: None. Absent: Tom Miller, Nielsen and Lowell Miller. Motion Carried. (6-0)*

**5. Comments from the Floor**

A gentlemen came in to discuss Lakeview South II Replat 6, and was informed that it was placed on the December 12<sup>th</sup> agenda.

**6. Comments from the Planning Commission**

Introduction of Nick MacGregor as the Permit Technician.

**7. Adjournment**

*Alexander* moved, seconded by *Circo* to adjourn. **Ayes:** *Krzywicki, Malmquist, Gahan, Andsager, Circo and Alexander. Nays: None. Abstain: None. Absent: Tom Miller, Nielsen and Lowell Miller. Motion Carried. (6-0)*

Reviewed by Planning Commission:

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Planning Commission Secretary

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Planning Commission Chairperson

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Approval Date

City of La Vista  
Park & Recreation Advisory Committee Minutes  
October 16, 2013

A meeting of the Park and Recreation Advisory Committee for the City of LaVista convened in open and public session at 7:00 p.m. on October 16, 2013. Present were Recreation Director Scott Stopak, Assistant Director David Karlson, Program Coordinators Rich Carstensen and Ryan South. Advisory Board Chairperson Pat Lodes, Members Russ Wiig, Corey Jeffus, and Joe Juarez. Jeff Kupfer was absent. Rob George, Public Works, was present.

A notice of the meeting was given in advance thereof by publication in the Papillion Times on October 9, 2013. Simultaneously given to the members of the Park and Recreation Advisory Committee and a copy of their acknowledgment of receipt of the notice are attached to the minutes. Availability of the agenda was communicated in the advance notice to the members of the Park and Recreation Advisory Committee of this meeting. All proceedings hereafter were taken while the convened meeting was open to attendance of the public. Further, all the subjects included in said proceedings were contained in the agenda for inspection within ten working days after said meeting, prior to the convened meeting of said body.

#### CALL TO ORDER

Recreation Director Scott Stopak called the meeting to order.

Recreation Director Stopak led the audience in the Pledge of Allegiance.

Recreation Director Stopak made an announcement of the location of the posted copy of the Open Meetings Act for public reference and read the Emergency Procedures Statement.

#### A. CONSENT AGENDA

Recreation Director Stopak asked for a motion to approve the minutes from the August 21, 2013 meeting. Motion made by Member Juarez. Seconded by Member Jeffus. Motion carried.

Stopak asked for a motion to approve the program information. Motion made by Member Juarez. Seconded by Member Kupfer. Motion carried.

#### REPORTS FROM RECREATION DIRECTOR AND STAFF

##### LA VISTA SENIOR CENTER

Submitted by Rich Carstensen, Program Director/Senior Center

Continual Programs: Tai-Chi is held on Monday and Thursday. Bingo is played every Monday & Friday. Wednesday and Friday mornings is chair volleyball. Wii video games, 10-point pitch is played every Monday, and we offer drop-in senior sewing and quilting class on Wednesday morning. Senior art class is held on Thursday afternoon.

On Tuesday, Oct. 8<sup>th</sup> the seniors took a trip to Nebraska City for apples. We left at 10:00 a.m. and returned around 4:30p.m. We ate lunch in Nebraska City at Valentino's buffet and then stopped and shopped at the outlet mall. We then went on to Arbor Lodge for apples; however, they were closed due to the government shutdown! We had 12 seniors go on the trip.

Tuesday, Oct. 15<sup>th</sup> the seniors went to Corrigan Senior Center to play Chair Volleyball. We also ate lunch at Corrigan. We had 8 seniors go on the outing. \

Monday, Oct 21<sup>st</sup> we will have White Elephant Bingo after lunch. Prizes will be new or used, wrapped in a box or bag, brought from home by the seniors. They are very creative!

Wednesday, Oct 23<sup>rd</sup> we will go to the movies after lunch. We have 12 seniors signed up so far.

Tuesday, Oct 29<sup>th</sup> will be La Vista Senior Olympics and a pot luck luncheon. We will have games, events and activities that the senior's can participate in throughout the day. Activities include, Chair Volleyball, Bingo, Wii Bowling, Spelling Bee, Shuffle Board, Hot Wheels Racing, 10-Point Pitch, Wheel a Fortune, Team Egg Catch, Free Throw Contest, Golf Putting & Chipping, and a Cross Word Puzzle Challenge. We have invited other senior centers and local nursing homes to come participate in our Senior Olympics and hope to have a fun day of activities. A donation by the Knights of Columbus to the Senior Center will be used to purchase lunch tickets, which in turn will be given out as prizes.

Wednesday, Oct 30<sup>th</sup> will be a Halloween Costume Party with a performance by Tim Javorsky through Merry Makers.

Program Coordinator Ryan South reported on youth and adult sports.

Flag Football for grades K-6<sup>th</sup> will end their season on October 12<sup>th</sup>.

3 Year Old Soccer Clinic wrapped up their last session on October 5<sup>th</sup>.

4/5 Soccer Academy & 6/7 Soccer League ended their last session on October 5<sup>th</sup>.

La Vista Lancers Soccer League's fall season is near conclusion. Our U12 boy's team had their last game on September 27<sup>th</sup> and our U12 Girls team will have their final game on October 26<sup>th</sup>.

Adult Softball is in week 6 of a 7 week season. We have been very lucky this fall and have only a few rainout games to make-up for all leagues. This will push the season end date to October 27<sup>th</sup>.

Tackle Football for ages 8-14 began on August 1<sup>st</sup>. We held our annual homecoming games on September 29<sup>th</sup> at the Sports Complex. The Booster Club provided food, fun, and games for the players and families during the games and everyone who participated really enjoyed themselves. Tackle football will end their season on November 3<sup>rd</sup>.

Tackle Football Cheerleading have been practicing their routines and cheering at the La Vista Knights football games throughout the season. They also participated in the homecoming games by making motivational banners for each La Vista Knights team.

Fall Coed Baseball Clinic will end their season on Thursday, October 10<sup>th</sup>.

Youth Volleyball for boys and girls grades 3<sup>rd</sup> – 6<sup>th</sup> had their first games on October 5<sup>th</sup>. As we are playing in the PRO volleyball league, our teams will once again get the opportunity to travel to Papillion Jr. High and Springfield Community Center. They will have their first home games on October 14<sup>th</sup> at the Community Center.

Women's Fall Volleyball began their season on October 2. Each team will play a total of 12 games for the fall season.

Youth Basketball League for grades 3<sup>rd</sup> – 8<sup>th</sup> registration is now open. Registration will run through November 23<sup>rd</sup>. We will once again be participating in the PRO Basketball League this season. Practice will begin in December with games starting in early January.

Youth Basketball Clinic for grades 1<sup>st</sup> & 2<sup>nd</sup> registration is open. We will take registrations for the clinic until December 21<sup>st</sup>. The clinic will run for 5 weeks on Saturday morning's beginning in January.

Assistant Director Karlson reported that the Senior Cooking Class set to be held on September 12 was cancelled due to lack of registrants.

Karlson also reported that we have a massage therapist occasionally visiting the community center in the evenings. She will do short chair massages in the exercise room for a small fee.

Karlson also reminded the Board of Halloween Safe Night on Thursday, October 31<sup>st</sup> from 5:30-7pm. There will be many vendors, new hay rack rides in the grassy area across from the Community Center, and a showing of the old b/w movie "Frankenstein".

Recreation Director Scott Stopak discussed the golf rounds numbers being down this year, however, the revenue has been higher. Pool numbers were also down due to the cooler weather. Stopak wanted to thank and say what a great job co-managers Katie Peterson, Kacie Black, and assistant manager Ember Stolz did this year. Stopak reported that the Special Services Vehicle ridership is also down in numbers. In April 2014, the City will be running a 2<sup>nd</sup> van two days per week. The City is also due to purchase a new bus in 2014.

Stopak also informed the Board that we now have a new Special Services bus driver, John Vela. He is replacing Cary Potter who recently left.

Stopak also discussed the 2013-14 City budget.

#### COMMENTS FROM THE FLOOR

No comment.

#### COMMENTS FROM COMMITTEE MEMBERS

Chairperson asked Rich Carstensen about the details of the Knights of Columbus donation, and if it was designated for only the Senior Center? Carstensen said yes, and they use it for lunch tickets, prizes, and to help pay for the tai-chi class.

Chairperson Lodes made a motion to adjourn. Seconded by Member Jeffus. Motion carried. Adjourned at 7:30 p.m.

**CITY OF LAVISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**

For the two months ended November 30, 2013  
 17% of the Fiscal Year

A-5

	General Fund					Debt Service Fund				Capital Fund			
	Budget (12 month)	MTD Actual	YTD Actual	Over(under) Budget	% of budget Used	Budget	MTD Actual	YTD Actual	Over(under) Budget	Budget	MTD Actual	YTD Actual	Over(under) Budget
<b>REVENUES</b>													
Property Taxes	\$ 6,549,437	\$ 35,799	\$ 84,676	\$ (6,464,761)	1%	\$ 747,480	\$ 940	\$ 3,610	\$ (743,870)	\$ -	\$ -	\$ -	\$ -
Sales and use taxes	608,610	315,330	673,795	65,185	111%	304,305	157,665	336,897	32,592	-	-	-	-
Payments in Lieu of taxes	241,500	-	0	(241,500)	0%	-	-	-	-	-	-	-	-
State revenue	1,326,025	110,197	254,933	(1,071,092)	19%	-	-	-	-	-	-	-	-
Occupation and franchise taxes	850,000	65,991	183,914	(666,086)	22%	-	-	-	-	-	-	-	-
Hotel Occupation Tax	780,000	76,173	162,035	(617,965)	21%	-	-	-	-	-	-	-	-
Licenses and permits	394,750	23,738	57,823	(336,927)	15%	-	-	-	-	-	-	-	-
Interest income	12,000	1,380	2,683	(9,317)	22%	20,000	541	1,193	(18,807)	-	-	-	-
Recreation fees	144,000	8,130	17,654	(126,346)	12%	-	-	-	-	-	-	-	-
Special Services	22,000	1,948	4,615	(17,385)	21%	-	-	-	-	-	-	-	-
Grant Income	209,570	5,481	33,449	(176,121)	16%	-	-	-	-	1,178,135	-	-	(1,178,135)
Other	204,000	43,680	66,549	(137,451)	33%	325,000	2,188	3,538	(321,462)	75,000	137,109	206,889	131,889
<b>Total Revenues</b>	<b>11,341,892</b>	<b>687,847</b>	<b>1,542,126</b>	<b>(9,799,766)</b>	<b>14%</b>	<b>1,396,785</b>	<b>161,333</b>	<b>345,237</b>	<b>(1,051,548)</b>	<b>1,253,135</b>	<b>137,109</b>	<b>206,889</b>	<b>(1,046,246)</b>
<b>EXPENDITURES</b>													
Current:													
Mayor and Council	182,737	18,380	24,366	(158,371)	13%	-	-	-	-	-	-	-	-
Boards & Commissions	15,220	827	1,232	(13,988)	8%	-	-	-	-	-	-	-	-
Public Buildings & Grounds	586,144	50,491	74,921	(511,223)	13%	-	-	-	-	-	-	-	-
Administration	887,650	59,106	116,678	(770,972)	13%	90,000	538	563	(89,437)	-	-	-	-
Police and Animal Control	4,221,786	290,198	585,712	(3,636,074)	14%	-	-	-	-	-	-	-	-
Fire	1,278,023	54,869	109,233	(1,168,790)	9%	-	-	-	-	-	-	-	-
Community Development	702,611	36,880	66,563	(636,048)	9%	-	-	-	-	-	-	-	-
Public Works	3,313,165	262,182	496,837	(2,816,328)	15%	-	-	-	-	-	-	-	-
Recreation	688,607	42,364	79,924	(608,683)	12%	-	-	-	-	-	-	-	-
Library	710,990	46,658	82,642	(628,348)	12%	-	-	-	-	-	-	-	-
Human Resources	479,186	13,103	375,522	(103,664)	78%	-	-	-	-	-	-	-	-
Special Services & Tri-City Bus	86,177	6,175	10,965	(75,212)	13%	-	-	-	-	-	-	-	-
Capital outlay	410,468	-	0	(410,468)	0%	-	-	-	-	2,528,628	137,109	206,889	(2,321,739)
Debt service: (Warrants)													
Principal	-	-	-	-	-	2,795,000	935,000	1,525,000	(1,270,000)	-	-	-	-
Interest	-	-	-	-	-	760,648	140,224	176,748	(583,900)	-	-	-	-
<b>Total Expenditures</b>	<b>13,562,764</b>	<b>881,233</b>	<b>2,024,595</b>	<b>(11,538,169)</b>	<b>15%</b>	<b>3,645,648</b>	<b>1,075,762</b>	<b>1,702,311</b>	<b>(1,943,337)</b>	<b>2,528,628</b>	<b>137,109</b>	<b>206,889</b>	<b>(2,321,739)</b>
<b>EXCESS OF REVENUES OVER (UNDER) EXPENDITURES</b>	<b>(2,220,872)</b>	<b>(193,386)</b>	<b>(482,469)</b>	<b>(1,738,403)</b>	<b>22%</b>	<b>(2,248,863)</b>	<b>(914,429)</b>	<b>(1,357,074)</b>	<b>(891,789)</b>	<b>(1,275,493)</b>	<b>-</b>	<b>-</b>	<b>(1,275,493)</b>
<b>OTHER FINANCING SOURCES (USES)</b>													
Operating transfers in (out)	(988,545)	-	-	988,545	-	(264,070)	-	-	264,070	1,275,493	-	-	(1,275,493)
Bond/registered warrant proceeds	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total other Financing Sources (Uses)</b>	<b>(988,545)</b>	<b>-</b>	<b>-</b>	<b>988,545</b>	<b>-</b>	<b>(264,070)</b>	<b>-</b>	<b>-</b>	<b>264,070</b>	<b>1,275,493</b>	<b>-</b>	<b>-</b>	<b>(1,275,493)</b>
<b>EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES</b>	<b>\$ (3,209,417)</b>	<b>\$ (193,386)</b>	<b>\$ (482,469)</b>	<b>\$ (2,726,948)</b>	<b>-</b>	<b>\$ (2,512,933)</b>	<b>\$ (914,429)</b>	<b>\$ (1,357,074)</b>	<b>\$ (1,155,859)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>FUND BALANCE, beginning of the year **</b>			<b>8,313,296</b>					<b>5,539,930</b>				<b>674,731</b>	
<b>FUND BALANCES, END OF PERIOD</b>			<b>\$ 7,830,827</b>					<b>\$ 4,182,856</b>				<b>\$ 674,731</b>	

\*\*Preliminary due to accruals and audit adjustments

**CITY OF LAVISTA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-PROPRIETARY FUNDS**

**BUDGET AND ACTUAL**

For the two months ended November 30, 2013  
 17% of the Fiscal Year

	Sewer Fund					Golf Course Fund				
	Budget	MTD Actual	YTD Actual	Over (Under) Budget	% of Budget Used	Budget	MTD Actual	YTD Actual	Over (Under) Budget	% of Budget Used
<b>REVENUES</b>										
User fees	\$ 2,791,778	\$ 251,478	\$ 431,655	\$ (2,360,123)	15%	\$ 188,000	\$ 4,120	\$ 15,747	\$ (172,253)	8%
Service charge and hook-up fees	125,000	4,400	12,100	(112,900)	10%	-	-	-	-	-
Merchandise sales	-	-	-	-	-	34,500	571	3,547	(30,953)	10%
Grant	24,082	-	-	(24,082)	n/a	-	-	-	-	-
Miscellaneous	200	37	845	645	422%	300	26	79	-	26%
<b>Total Revenues</b>	<u>2,941,060</u>	<u>255,915</u>	<u>444,600</u>	<u>(2,496,460)</u>	<u>15%</u>	<u>222,800</u>	<u>4,717</u>	<u>19,373</u>	<u>(203,206)</u>	<u>9%</u>
<b>EXPENDITURES</b>										
General Administrative	561,335	39,093	75,466	(485,869)	13%	-	-	-	-	-
Cost of merchandise sold	-	-	-	-	-	27,214	317	791	(26,423)	3%
Maintenance	2,392,369	298,341	473,992	(1,918,377)	20%	163,369	11,129	25,419	(137,950)	16%
Production and distribution	-	-	-	-	-	154,719	10,549	27,005	(127,714)	17%
Capital Outlay	20,000	-	-	(20,000)	0%	32,000	-	-	(32,000)	0%
Debt Service:										
Principal	-	-	-	-	-	125,000	-	-	(125,000)	0%
Interest	-	-	-	-	-	3,406	-	-	(3,406)	0%
<b>Total Expenditures</b>	<u>2,973,704</u>	<u>337,433</u>	<u>549,457</u>	<u>(2,424,247)</u>	<u>18%</u>	<u>505,708</u>	<u>21,995</u>	<u>53,214</u>	<u>(452,494)</u>	<u>11%</u>
<b>OPERATING INCOME (LOSS)</b>	(32,644)	(81,519)	(104,858)	72,214	-	(282,908)	(17,278)	(33,842)	249,288	-
<b>NON-OPERATING REVENUE (EXPENSE)</b>										
Interest income	3,000	63	143	(2,857)	5%	25	4	11	(14)	43%
	<u>3,000</u>	<u>63</u>	<u>143</u>	<u>(2,857)</u>	<u>5%</u>	<u>25</u>	<u>4</u>	<u>11</u>	<u>(14)</u>	<u>43%</u>
<b>INCOME (LOSS) BEFORE OPERATING TRANSFERS</b>	(29,644)	(81,456)	(104,715)	75,071	-	(282,883)	(17,274)	(33,831)	249,052	-
<b>OTHER FINANCING SOURCES (USES)</b>										
Operating transfers in (out)	-	-	-	-	-	250,000	-	-	(250,000)	0%
<b>NET INCOME (LOSS)</b>	<u>\$ (29,644)</u>	<u>\$ (81,456)</u>	<u>\$ (104,715)</u>	<u>\$ 75,071</u>	-	<u>\$ (32,883)</u>	<u>\$ (17,274)</u>	<u>\$ (33,831)</u>	<u>\$ 948</u>	-
<b>NET ASSETS, Beginning of the year **</b>			<u>6,158,192</u>					<u>383,324</u>		
<b>NET ASSETS, End of the year</b>			<u>\$ 6,053,477</u>					<u>\$ 349,493</u>		

\*\*Preliminary due to accruals and audit adjustments

A.6



Thompson, Dreessen & Dorner, Inc.  
Consulting Engineers & Land Surveyors

INVOICE

Please remit to:  
TD2 Nebraska Office  
10836 Old Mill Road; Omaha, NE 68154  
Office: 402/330-8860 Fax: 402/330-5866

TD2 South Dakota Office  
5000 S. Minnesota Ave., Ste. 300; Sioux Falls, SD 57108  
Office: 605/951-0886

CITY OF LA VISTA  
JOHN KOTTMANN  
8116 PARKVIEW BOULEVARD  
LA VISTA, NE 68128

Invoice number 102176  
Date 12/03/2013  
Project 0171-408 THOMPSON CREEK PHASE 1

Professional Services from October 28, 2013 through November 24, 2013

P.O. #14-0098

Description	Current Billed
Task A-Project Start-up	0.00
Task B-Design Development	0.00
Task C-Construction Documentation	20,256.50
Task D-Phase 2 Grant Acquisition	0.00
Task E-Pre-Construction Monitoring	2,144.22
<b>Total</b>	<b>22,400.72</b>

Invoice total 22,400.72

**Aging Summary**

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
102176	12/03/2013	22,400.72	22,400.72				
	<b>Total</b>	<b>22,400.72</b>	<b>22,400.72</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

Terms Net 30 Days. A Finance Charge of 1 1/2% Per Month (18% per Annum) Will Be Charged on Past Due Accounts. Also Liable for all Legal and Collection Fees.

O.K. to pay  
05.71.0872  
TC- NDEC  
BANK  
12/6/2013



INVOICE

E-BUSINESS COPY

A.7

INVOICE NUMBER : 90086538  
AMOUNT : \$ 3,916.84  
DATE : 11/27/2013

MAKES CHECKS PAYABLE TO:  
BNSF RAILWAY COMPANY  
3115 SOLUTIONS CENTER  
CHICAGO, ILLINOIS 60677-3001

1006528  
CITY OF LA VISTA  
JOHN KOTTMANN  
9900 PORTAL ROAD  
LA VISTA NE 68128  
USA

FOR FURTHER INFORMATION:  
BNSF FINANCIAL SERVICES - CSC  
BNSF RAILWAY COMPANY  
3001 LOU MENK DR  
FORT WORTH, TX 76131-2800

\*\* PLEASE SHOW ABOVE INVOICE NUMBER ON YOUR REMITTANCE TO ASSURE PROPER CREDIT TO YOUR ACCOUNT \*\*

CONTRACT NO: NC20027471 SEQ: 212

MONTHS ACCOUNTS: 11/2013  
SERVICE FROM : 10/01/2013  
SERVICE TO : 10/31/2013  
CBC : 212

DIRECT INQUIRIES TO:  
CONTACT NAME: Kenneth Sotelo  
PHONE NUMBER: 8173522209  
DIRECT INQUIRIES TO:  
Kenneth Sotelo 817 352 2209

FLAGGING PROTECTION - QUIET ZONE CROSSING IMPROVEMENT ON BNSF AT 126TH STREET, WEST GILES ROAD, AND 132ND STREET.

PROJECT NO: 09-025

JKOTTMANN@CITYOFLAVISTA.ORG

CONTACT INFORMATION:

CUSTOMER DATA:  
NAME : JOHN KOTTMANN  
PHONE : 402-331-8927

BNSF DATA:  
NAME : JOSHUA DOWDING  
LOCATION : LINCOLN, NE  
PHONE : 402-580-0599

APPROX START DATE : 09/16/2013

APPROX END DATE: 09/30/2013

LOCATION : LA VISTA, NE

LINE SEGMENT : 137

BEGINNING MILE POST: 29.733

ENDING MILE POST: 29.739

INVOICE TOTAL: \$ 3,916.84

Payment due within 30 days of invoice unless otherwise authorized by contract or other written agreement.  
A finance charge will be assessed for late payment. Current interest is 12% per annum.

O.K. to pay  
05.71.0824.03  
JMK  
12-9-2013

AS

BANK NO	BANK NAME	CHECK NO	DATE	VENDOR NO	VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
-----									
1 Bank of Nebraska (600-873)									
		46303			Payroll Checks				
Thru		46307							
		46308			Gap in Checks				
Thru		113038							
		113039	12/04/2013	3511	TAB HOLDING COMPANY INC	19,844.04			**MANUAL**
		113040			Gap in Checks				
Thru		113042							
		113043	12/17/2013	3983	ABE'S PORTABLES INC	21.09			
		113044	12/17/2013	4953	ACCOUNTEMPS	1,043.25			
		113045	12/17/2013	268	AKSARBEN HEATING/ARS	140.00			
		113046	12/17/2013	720	AMERICAN LEGAL PUBLISHING CORP	250.00			
		113047	12/17/2013	55	BADGER BODY	140.28			
		113048	12/17/2013	201	BAKER & TAYLOR BOOKS	1,372.01			
		113049	12/17/2013	2554	BARCAL, ROSE	55.14			
		113050	12/17/2013	1597	BERNAN	42.00			
		113051	12/17/2013	4781	BISHOP BUSINESS EQUIPMENT	860.83			
		113052	12/17/2013	249	BKD LLP	7,750.00			
		113053	12/17/2013	4803	BLACHERE-ILLUMINATION USA INC	12,631.00			
		113054	12/17/2013	196	BLACK HILLS ENERGY	638.11			
		113055	12/17/2013	220	BLUE CROSS BLUE SHIELD	574.94			
		113056	12/17/2013	4711	BOMA/OMAHA	820.00			
		113057	12/17/2013	1242	BRENTWOOD AUTO WASH	77.00			
		113058	12/17/2013	76	BUILDERS SUPPLY CO INC	68.16			
		113059	12/17/2013	2625	CARDMEMBER SERVICE-ELAN	.00	**CLEARED**	**VOIDED**	
		113060	12/17/2013	2625	CARDMEMBER SERVICE-ELAN	.00	**CLEARED**	**VOIDED**	
		113061	12/17/2013	2625	CARDMEMBER SERVICE-ELAN	.00	**CLEARED**	**VOIDED**	
		113062	12/17/2013	2625	CARDMEMBER SERVICE-ELAN	6,928.28			
		113063	12/17/2013	219	CENTURY LINK	162.13			
		113064	12/17/2013	83	CJ'S HOME CENTER	.00	**CLEARED**	**VOIDED**	
		113065	12/17/2013	83	CJ'S HOME CENTER	.00	**CLEARED**	**VOIDED**	
		113066	12/17/2013	83	CJ'S HOME CENTER	.00	**CLEARED**	**VOIDED**	
		113067	12/17/2013	83	CJ'S HOME CENTER	1,072.39			
		113068	12/17/2013	83	CJ'S HOME CENTER	71.96			
		113069	12/17/2013	4615	CONSOLIDATED MANAGEMENT	106.75			
		113070	12/17/2013	4435	CORE PRODUCTS USA	293.69			
		113071	12/17/2013	2158	COX COMMUNICATIONS	67.15			
		113072	12/17/2013	3136	D & D COMMUNICATIONS	79.52			
		113073	12/17/2013	4863	D & K PRODUCTS	58.76			
		113074	12/17/2013	3486	DANKO EMERGENCY EQUIPMENT CO	380.09			
		113075	12/17/2013	111	DEMCO INCORPORATED	110.57			
		113076	12/17/2013	77	DIAMOND VOGEL PAINTS	70.50			
		113077	12/17/2013	59	DITCH WITCH OF OMAHA	310.88			
		113078	12/17/2013	2149	DOUGLAS COUNTY SHERIFF'S OFC	87.50			
		113079	12/17/2013	2778	DOUGLAS PRODUCTS AND PACKAGING	150.00			
		113080	12/17/2013	364	DULTMEIER SALES & SERVICE	106.65			

BANK NO	BANK NAME	CHECK NO	DATE	VENDOR NO	VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
113081	12/17/2013	3084	EBS	3084	EBS	8,159.89			
113082	12/17/2013	4944	ENDORF, CHARLOTTE	4944	ENDORF, CHARLOTTE	25.90			
113083	12/17/2013	3739	FELSBURG HOLT & ULLEVIG	3739	FELSBURG HOLT & ULLEVIG	180.00			
113084	12/17/2013	1245	FILTER CARE	1245	FILTER CARE	61.45			
113085	12/17/2013	4766	FIRE DEPARTMENT CLOTHING	4766	FIRE DEPARTMENT CLOTHING	1,557.67			
113086	12/17/2013	142	FITZGERALD SCHORR BARMETTLER	142	FITZGERALD SCHORR BARMETTLER	15,289.70			
113087	12/17/2013	3415	FOCUS PRINTING	3415	FOCUS PRINTING	.00	**CLEARED**	**VOIDED**	
113088	12/17/2013	3415	FOCUS PRINTING	3415	FOCUS PRINTING	1,748.63			
113089	12/17/2013	4950	FRANCIS, KRIS	4950	FRANCIS, KRIS	50.00			
113090	12/17/2013	1344	GALE	1344	GALE	71.22			
113091	12/17/2013	53	GCR TIRE CENTERS	53	GCR TIRE CENTERS	127.33			
113092	12/17/2013	966	GENUINE PARTS COMPANY-OMAHA	966	GENUINE PARTS COMPANY-OMAHA	.00	**CLEARED**	**VOIDED**	
113093	12/17/2013	966	GENUINE PARTS COMPANY-OMAHA	966	GENUINE PARTS COMPANY-OMAHA	.00	**CLEARED**	**VOIDED**	
113094	12/17/2013	966	GENUINE PARTS COMPANY-OMAHA	966	GENUINE PARTS COMPANY-OMAHA	1,670.80			
113095	12/17/2013	426	HANEY SHOE STORE	426	HANEY SHOE STORE	433.90			
113096	12/17/2013	3657	HEARTLAND PAPER	3657	HEARTLAND PAPER	146.00			
113097	12/17/2013	4178	HERITAGE CRYSTAL CLEAN LLC	4178	HERITAGE CRYSTAL CLEAN LLC	910.88			
113098	12/17/2013	2888	HOME DEPOT CREDIT SERVICES	2888	HOME DEPOT CREDIT SERVICES	56.36			
113099	12/17/2013	892	HONEYMAN RENT-ALL #1	892	HONEYMAN RENT-ALL #1	697.60			
113100	12/17/2013	4907	HUSCH BLACKWELL LLP	4907	HUSCH BLACKWELL LLP	565.00			
113101	12/17/2013	162	INLAND TRUCK PARTS	162	INLAND TRUCK PARTS	241.45			
113102	12/17/2013	4822	JEREMY JOHNSON PHOTOGRAPHY	4822	JEREMY JOHNSON PHOTOGRAPHY	50.00			
113103	12/17/2013	1222	KARLSON, DAVID	1222	KARLSON, DAVID	197.52			
113104	12/17/2013	2394	KRIHA FLUID POWER CO INC	2394	KRIHA FLUID POWER CO INC	85.12			
113105	12/17/2013	4740	LAWNSMITH & CO INC	4740	LAWNSMITH & CO INC	1,800.00			
113106	12/17/2013	787	LERNER PUBLISHING GROUP	787	LERNER PUBLISHING GROUP	637.09			
113107	12/17/2013	4254	LINCOLN NATIONAL LIFE INS CO	4254	LINCOLN NATIONAL LIFE INS CO	.00	**CLEARED**	**VOIDED**	
113108	12/17/2013	4254	LINCOLN NATIONAL LIFE INS CO	4254	LINCOLN NATIONAL LIFE INS CO	9,880.20			
113109	12/17/2013	1539	MALLARD SAND & GRAVEL COMPANY	1539	MALLARD SAND & GRAVEL COMPANY	50.02			
113110	12/17/2013	877	MATHESON TRI-GAS INC	877	MATHESON TRI-GAS INC	22.77			
113111	12/17/2013	553	METROPOLITAN UTILITIES DIST.	553	METROPOLITAN UTILITIES DIST.	994.75			
113112	12/17/2013	640	MID CONTINENT SAFETY LLC	640	MID CONTINENT SAFETY LLC	169.45			
113113	12/17/2013	3921	MID-STATES UTILITY TRAILER	3921	MID-STATES UTILITY TRAILER	1,769.64			
113114	12/17/2013	2299	MIDWEST TAPE	2299	MIDWEST TAPE	113.46			
113115	12/17/2013	1028	NATIONAL EVERYTHING WHOLESALE	1028	NATIONAL EVERYTHING WHOLESALE	148.94			
113116	12/17/2013	1805	NEBRASKA CONCRETE & AGGREGATES	1805	NEBRASKA CONCRETE & AGGREGATES	350.00			
113117	12/17/2013	3350	NEBRASKA IOWA SUPPLY	3350	NEBRASKA IOWA SUPPLY	.00	**CLEARED**	**VOIDED**	
113118	12/17/2013	3350	NEBRASKA IOWA SUPPLY	3350	NEBRASKA IOWA SUPPLY	22,990.00			
113119	12/17/2013	408	NOBBIES INC	408	NOBBIES INC	36.73			
113120	12/17/2013	179	NUTS AND BOLTS INCORPORATED	179	NUTS AND BOLTS INCORPORATED	22.45			
113121	12/17/2013	1014	OFFICE DEPOT INC	1014	OFFICE DEPOT INC	.00	**CLEARED**	**VOIDED**	
113122	12/17/2013	1014	OFFICE DEPOT INC	1014	OFFICE DEPOT INC	362.24			
113123	12/17/2013	79	OMAHA COMPOUND COMPANY	79	OMAHA COMPOUND COMPANY	81.96			
113124	12/17/2013	195	OMAHA PUBLIC POWER DISTRICT	195	OMAHA PUBLIC POWER DISTRICT	.00	**CLEARED**	**VOIDED**	
113125	12/17/2013	195	OMAHA PUBLIC POWER DISTRICT	195	OMAHA PUBLIC POWER DISTRICT	.00	**CLEARED**	**VOIDED**	
113126	12/17/2013	195	OMAHA PUBLIC POWER DISTRICT	195	OMAHA PUBLIC POWER DISTRICT	51,206.96			
113127	12/17/2013	46	OMAHA WORLD HERALD COMPANY	46	OMAHA WORLD HERALD COMPANY	91.00			
113128	12/17/2013	4815	ONE CALL CONCEPTS INC	4815	ONE CALL CONCEPTS INC	259.30			
113129	12/17/2013	3039	PAPILLION SANITATION	3039	PAPILLION SANITATION	4,817.06			
113130	12/17/2013	2686	PARAMOUNT LINEN & UNIFORM	2686	PARAMOUNT LINEN & UNIFORM	432.54			
113131	12/17/2013	3058	PERFORMANCE CHRYSLER JEEP	3058	PERFORMANCE CHRYSLER JEEP	30.38			
113132	12/17/2013	4037	PERFORMANCE FORD	4037	PERFORMANCE FORD	106.82			
113133	12/17/2013	1784	PLAINS EQUIPMENT GROUP	1784	PLAINS EQUIPMENT GROUP	1,677.34			

BANK NO CHECK NO	BANK NAME DATE	VENDOR NO	VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
113134	12/17/2013	3090	REGAL AWARDS OF DISTINCTION	165.95			
113135	12/17/2013	490	SARPY COUNTY REGISTER OF DEEDS	46.00			
113136	12/17/2013	4040	SHERRY, PAUL	120.00			
113137	12/17/2013	4272	SOLBERG, CHRISTOPHER	179.09			
113138	12/17/2013	1149	STATE FIRE MARSHAL	100.00			
113139	12/17/2013	264	TED'S MOWER SALES & SERVICE	41.76			
113140	12/17/2013	4951	THE ASSESSMENT GROUP INC	2,400.00			
113141	12/17/2013	143	THOMPSON DREESSEN & DORNER	2,000.00			
113142	12/17/2013	161	TRACTOR SUPPLY CREDIT PLAN	74.96			
113143	12/17/2013	823	TRI MUTUAL AID FIREFIGHTERS	75.00			
113144	12/17/2013	3735	TY'S OUTDOOR POWER & SVC INC	85.24			
113145	12/17/2013	2426	UNITED PARCEL SERVICE	14.14			
113146	12/17/2013	4800	USBORNE BOOKS & MORE	255.76			
113147	12/17/2013	2720	USI EDUCATION/GOVT SALES	286.19			
113148	12/17/2013	4955	VA CENTRAL PLAINS HEALTH NTRK	280.51			
113149	12/17/2013	78	WASTE MANAGEMENT NEBRASKA	416.31			
113150	12/17/2013	3150	WHITE CAP CONSTR SUPPLY/HDS	182.40			

APPROVED BY COUNCIL  
MEMBERS 12/17/13

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

649201 Payroll Checks  
Thru 668801

BANK TOTAL	193,485.50
OUTSTANDING	193,485.50
CLEARED	.00
VOIDED	.00

FUND	TOTAL	OUTSTANDING	CLEARED	VOIDED
01 GENERAL FUND	129,501.38	129,501.38	.00	.00
02 SEWER FUND	11,548.65	11,548.65	.00	.00
05 CONSTRUCTION	25,785.04	25,785.04	.00	.00
08 LOTTERY FUND	21,396.20	21,396.20	.00	.00
09 GOLF COURSE FUND	3,556.60	3,556.60	.00	.00
14 ECONOMIC DEVELOPMENT	565.00	565.00	.00	.00
15 OFF-STREET PARKING	1,132.63	1,132.63	.00	.00

REPORT TOTAL	193,485.50
OUTSTANDING	193,485.50
CLEARED	.00
VOIDED	.00

+ Gross Payroll 12/6/13 267,558.14

GRAND TOTAL \$461,043.64

COUNCIL MEMBER

COUNCIL MEMBER

**LA VISTA  
COMMUNITY DEVELOPMENT AGENCY  
MAYOR AND CITY COUNCIL REPORT  
DECEMBER 17, 2013 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
84 <sup>TH</sup> STREET REDEVELOPMENT AREA – INITIAL REDEVELOPMENT PROJECT PROPERTY ACQUISITION PUBLIC HEARING	RESOLUTION ORDINANCE ◆ RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

**SYNOPSIS**

A public hearing has been scheduled for the La Vista Community Development Agency’s proposed project and acquisition of real property and interests in real property for the Initial Redevelopment Project described in the Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area.

**FISCAL IMPACT**

Preliminary estimated cost to acquire properties required for the Initial Redevelopment Project is \$10 – 15 million.

**RECOMMENDATION**

Consider all comments at public hearing.

**BACKGROUND**

On February 7, 2012, the City by Resolution No. 12-011 declared the 84<sup>th</sup> Street Redevelopment Area a substandard and blighted area in need of redevelopment.

Also on February 7, 2012, the City adopted Ordinance No. 1167 creating the La Vista Community Development Agency, governed by the Mayor and City Council and providing for actions of the Agency to be taken at City Council meetings.

On July 16, 2013, the City by Resolution No. 13-065 approved the Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area, including an Initial Redevelopment Project involving acquisition of portions of the 84<sup>th</sup> Street Redevelopment Area described or depicted in materials accompanying this agenda item.

On August 6, 2013, the La Vista Community Development Agency by Resolution No. 13-073 declared the necessity of acquiring real property for the Initial Redevelopment Project described in the Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area or for its purposes.

A public hearing is being held on the proposed project and acquisition of real property and interests in real property for the Initial Redevelopment Project. Notices have been published and mailed in accordance with applicable law. The Community Development Agency will receive and consider all comments relating to the proposed project and acquisition of property, including support or objections.

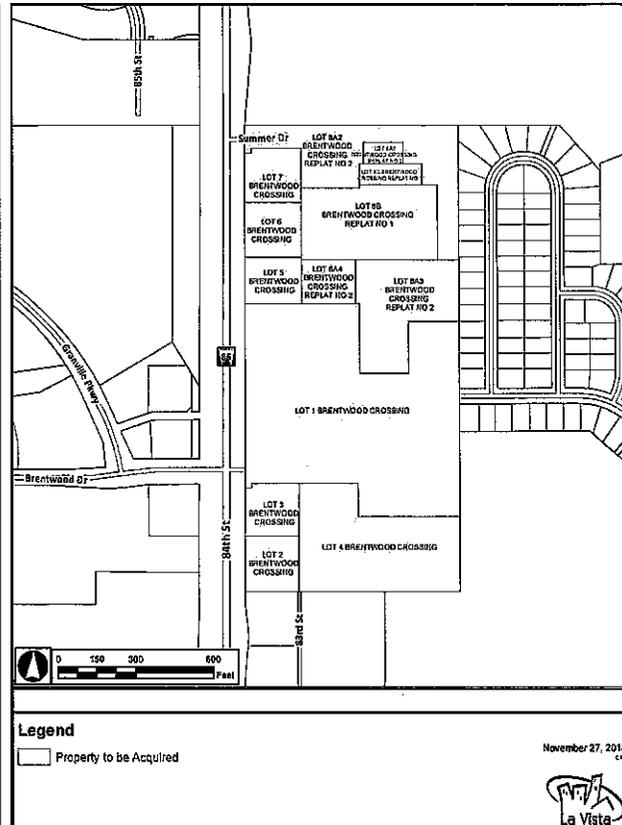
**Notice of Public Hearing  
City of La Vista**

NOTICE IS HEREBY GIVEN, that the La Vista Community Development Agency will hold a public hearing during a meeting on December 17, 2013, beginning at 7:00 p.m. in the Harold "Andy" Anderson Council Chamber at La Vista City Hall, 8116 Park View Blvd. for the purpose of hearing support, opposition, criticism, suggestions or observations of the public regarding the proposed project and acquisition of real property and interests in real property for the Initial Redevelopment Project described in the Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area, including, without limitation, all areas within the development known as Brentwood Crossing comprised of the following lots and as depicted on the map:

    Lots 1 through 7, inclusive, Brentwood Crossing, a subdivision in Sarpy County, Nebraska;

    Together with Lots 8B and 8C, Brentwood Crossing Replat No. 1, a subdivision in Sarpy County, Nebraska;

    Together with Lots 8A1, 8A2, 8A3 and 8A4, Brentwood Crossing Replat No. 2, a subdivision in Sarpy County, Nebraska.



The public is encouraged to attend.

Pamela A. Bueth, CMC  
City Clerk  
City of La Vista

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
DECEMBER 17, 2013 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AMENDMENTS— FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN	◆ RESOLUTION ORDINANCE RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

**SYNOPSIS**

A public hearing has been scheduled and a resolution prepared to approve amendments to the city’s Future Land Use Map component of the Comprehensive Plan.

**FISCAL IMPACT**

N/A.

**RECOMMENDATION**

Approve.

**BACKGROUND**

A public hearing has been scheduled and a resolution prepared for the City Council to consider amendments to the city’s Future Land Use Map component of the Comprehensive Plan.

The amendments to the official Future Land Use Map include the following:

- 1) The completion of two recent annexations prompted the need to update the city limits;
- 2) The parcels that were acquired by the city as part of the Thompson Creek acquisition and demolition project have been amended from “Medium Density Residential” to a “Parks and Recreation” land use category; and
- 3) The “Special Corridor” overlay designation has been added to The Pointe Apartments for consistency along Giles Road.

The Planning Commission held a public hearing on November 21, 2013 and voted unanimously to recommend approval of the amendment.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, IN SUPPORT OF AMENDING THE FUTURE LAND USE MAP PORTION OF THE COMPREHENSIVE PLAN.**

**WHEREAS, after the annexation done by Ordinances 1191, 1192, and 1193, the official Future Land Use Map is required to be amended to include those areas incorporated into the City limits; and**

**WHEREAS, the parcels that were acquired by the City as part of the Thompson Creek acquisition and demolition project have been amended from "Medium Density Residential" to a "Parks and Recreation" land use category; and**

**WHEREAS, the "Special Corridor" overlay designation has been added to The Pointe Apartments for consistency along Giles Road; and**

**WHEREAS, the Planning Commission held a public hearing on November 21, 2013 and has recommended approval of the amendments to the Future Land Use Map of the Comprehensive Plan; and**

**WHEREAS, an amendment to the Future Land Use Map is appropriate and consistent with the land use policies of the Comprehensive Plan; and**

**NOW THEREFORE, BE IT RESOLVED that the Mayor and City Council of the City of La Vista, Nebraska, hereby directs the City Administrator to prepare the necessary amendment to the Future Land Use Map of the Comprehensive Plan that includes the annexation done by Ordinances 1191, 1192, and 1193 and the parcels that were acquired by the City as part of the Thompson Creek acquisition and demolition project have been amended from "Medium Density Residential" to a "Parks and Recreation" land use category and the "Special Corridor" overlay designation has been added to The Pointe Apartments for consistency along Giles Road.**

**PASSED AND APPROVED THIS 17TH DAY OF DECEMBER, 2013.**

**CITY OF LA VISTA**

\_\_\_\_\_  
**Douglas Kindig, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Pamela A. Buethe, CMC**  
**City Clerk**

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
DECEMBER 17, 2013 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AMENDMENT— OFFICIAL ZONING MAP	RESOLUTION ◆ ORDINANCE RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

**SYNOPSIS**

The public hearing has been scheduled and an ordinance prepared to approve amendments to the city's Official Zoning Map.

**FISCAL IMPACT**

N/A.

**RECOMMENDATION**

Approve.

**BACKGROUND**

A public hearing has been scheduled and an ordinance prepared for the City Council to consider amendments to the city's Official Zoning Map. The amendments include the following:

- 1) The completion of two recent annexations prompted the need to update the city limits; and
- 2) The "Special Corridor" overlay designation has been added to The Pointe Apartments for consistency along Giles Road.

The Planning Commission held a public hearing on November 21, 2013 and voted unanimously to recommend approval of the amendments.

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF LA VISTA, SARPY COUNTY, NEBRASKA; AND TO PROVIDE FOR THE EFFECTIVE DATE HEREOF.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, SARPY COUNTY, NEBRASKA:

Section 1. Approval of Map Amendment. On November 21, 2013, the La Vista Planning Commission conducted a public hearing on the matter of updating the city limits following the completion of two recent annexations and adding the Special Corridor overlay designation to The Pointe Apartments for consistency along Giles Road as identified on the Official Zoning Map. On December 17, 2013, the City Council held a public hearing on said proposed amendment to the Official Zoning Map and found and determined that said proposed change is advisable and in the best interests of the City. The City Council further found and determined that public hearings were duly held and notices, including published notice, were duly given pursuant to Section 3.02.01 of the Zoning Ordinance. The City Council hereby approves said proposed amendments to the Official Zoning Map as set forth in Section 2 of this ordinance.

Section 2. Amendment of the Official Zoning Map. Pursuant to Article 3 of the Zoning Ordinance, the updated city limits are added to the map and The Pointe Apartments are added to the Special Corridor Overlay District.

The amended version of the Official Zoning Map of the City of La Vista is hereby adopted and shall be signed by the Mayor, attested to by the City Clerk and shall bear the seal of the City under the following words:

"This is to certify that this is the Official Zoning Map referred to in Article 3 Section 3.02 of Ordinance No. 848 of the City of La Vista, Nebraska"

and shall show the date of the adoption of that ordinance and this amendment.

Section 3. Effective Date. This ordinance shall be in full force and effect upon the date passage, approval and publication as provided by law.

PASSED AND APPROVED THIS 17TH DAY OF DECEMBER, 2013.

CITY OF LA VISTA

\_\_\_\_\_  
Douglas Kindig, Mayor

ATTEST:

\_\_\_\_\_  
Pamela A. Buethe, CMC  
City Clerk

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
MAY 21, 2013 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
CDBG LOAN TIME EXTENSION – GRAEPEL NORTH AMERICA	◆ RESOLUTION ORDINANCE RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

**SYNOPSIS**

A resolution has been prepared approving an extension of the CDBG loan time of performance for Graepel North America to April 30, 2014.

**FISCAL IMPACT**

None.

**RECOMMENDATION**

Approval.

**BACKGROUND**

On August 17, 2010, the City Council authorized the application for a Community Development Block Grant for the Graepel North America project and authorized the Mayor to execute the relevant documents associated with the project.

On May 21, 2013, a public hearing was held as part of the CDBG program in order to complete the project. The items discussed included a general description of the completed activities, a summary of expenditures, description of the remaining work, and a summary of any changes to the project scope and timeline since the original public hearing which was conducted at the time of the application. At that time, a request to extend the time of performance to October 13, 2013 was approved. The extension was needed for Graepel to finish purchasing equipment and complete the hiring process.

MAPA was contracted by the City for program monitoring. Grant Anderson, Associate Planner with MAPA, has forwarded this request for an additional extension to April 30, 2014. The company needs to create 3 additional jobs which will fulfill the threshold of 14 new PTE's specified in the grant. They will hire one employee in January 2014 and two additional employees in late winter/early spring.

Mr. Anderson has spoken to Dave Honz at the Nebraska Department of Economic Development (DED) who indicated the proposed extension is acceptable to the DED. The attached letter would be sent to the Nebraska DED if the extension is approved by Council.

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, APPROVING AN EXTENSION OF THE CDBG LOAN TIME OF PERFORMANCE FOR TO GRAEPEL NORTH AMERICA.

WHEREAS, on August 17, 2010, the City Council approved Resolution No. 10-087 approving the application for a Community Development Block Grant for the Graepel North America, project and authorizing the Mayor to execute any relevant documents referencing the project; and

WHEREAS, Graepel North America, has requested an extension of the time of performance within the loan documents to April 30, 2014, in order to satisfy the job creation requirements.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby approve an extension of the CDBG loan time of performance for Graepel North America to April 30, 2014, and authorize the Mayor to execute related documents, subject to such changes or additional documents or instruments as the City Administrator determines necessary or advisable in consultation with the City Attorney.

PASSED AND APPROVED THIS 17TH DAY OF DECEMBER 2013.

CITY OF LA VISTA

\_\_\_\_\_  
Douglas Kindig, Mayor

ATTEST:

\_\_\_\_\_  
Pamela A. Buethe, CMC  
City Clerk

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
DECEMBER 17, 2013 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AUTHORIZATION TO PURCHASE POLE CAMERA	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER/ASSISTANT PUBLIC WORKS DIRECTOR

**SYNOPSIS**

A resolution has been prepared authorizing the purchase of one (1) Envirosight Quick View Haloptic System from Nebraska Environmental Products, Lincoln, Nebraska, that will include training and a one-year warranty in an amount not to exceed \$16,971.00.

**FISCAL IMPACT**

The FY 2013/14 Sewer Fund Budget provides funding for the proposed purchase.

**RECOMMENDATION**

Approval

**BACKGROUND**

Internal inspection of manholes currently requires calling in a confined space entry permit, and then sending an employee down into the manhole. This process can take up to forty minutes per manhole. The purchase of a pole camera would provide the ability to observe conditions that cannot be done with our present sewer camera that is designed for internal inspection of sewer pipes. This also enhances employee safety by avoiding the necessity of having to enter the confined space. In addition to inspecting manholes it can also be used to inspect storm sewer outfalls, which is now a requirement of our MS4 storm water discharge permit as well as inlets and other hard to access structures. The pole camera has the capability of recording video and transferring the video to a computer for recording keeping and preparation of reports.

Proposals were obtained from two companies that manufacture this type of camera system. Comparable equipment from the other vendor was quoted at \$17,853.00.

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF ONE (1) ENVIROSIGHT QUICK VIEW HALOPTIC SYSTEM FROM NEBRASKA ENVIRONMENTAL PRODUCTS, LINCOLN, NEBRASKA IN AN AMOUNT NOT TO EXCEED \$16,971.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of a pole camera for the sewer department is necessary; and

WHEREAS, the FY 2013/14 Sewer Fund Budget provides funding for this purchase; and

WHEREAS, Subsection (C) (9) of Section 31.23 of the La Vista Municipal code requires that the City Administrator secure council approval prior to authorizing any purchases over \$5,000.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska authorizing the purchase of one (1) Envirosight Quick View Haloptic System from Nebraska Environmental products, Lincoln, Nebraska in an amount not to exceed \$16,971..

PASSED AND APPROVED THIS 17TH DAY OF DECEMBER, 2013.

CITY OF LA VISTA

\_\_\_\_\_  
Douglas Kindig, Mayor

ATTEST:

\_\_\_\_\_  
Pamela A. Buehe, CMC  
City Clerk

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
DECEMBER 17, 2013 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
THOMPSON CREEK WATERSHED RESTORATION RAIN BARREL PROGRAM	RESOLUTION ORDINANCE ◆ RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER/ASSISTANT PUBLIC WORKS DIRECTOR

**SYNOPSIS**

John Kottmann and Nick MacGregor will present information regarding the Rain Barrel Program which is part of the Thompson Creek Watershed Restoration project.

**FISCAL IMPACT**

Funding is provided as part of the CIP project for the Thompson Creek Watershed Restoration.

**RECOMMENDATION**

For discussion only.

**BACKGROUND**

In the course of preparing grant applications to the Nebraska Environmental Trust and the Nebraska Department of Environmental Quality (NDEQ) during the fall of 2012 it became apparent that a watershed management plan would be required. This involves public education and outreach as well as citizen engagement to effect changes in storm water runoff. A popular and effective method is a rain barrel program. The agreement with the NDEQ for their grant includes a goal of installing 40 rain barrels in the portion of the Thompson Creek watershed between 72<sup>nd</sup> and 84<sup>th</sup> Streets.

After reviewing how rain barrel programs have been conducted in other communities we are proposing to provide a rebate incentive to encourage citizen participation. It is proposed to provide a rebate incentive equal to 50 percent of rain barrel costs up to a maximum of \$60.00. The citizens will need to fill out an application prior to purchasing a rain barrel, then obtain and install the rain barrel. City staff will verify that the rain barrel has been installed and then payment of the rebate would be authorized. A copy of the application form is attached. The program will be discussed in more detail at the Council meeting.



## **City of La Vista 2014 Rain Barrel Reimbursement Program**

### **What is stormwater?**

Stormwater runoff is the water that is generated when rain, snow melt, and surface drainage flows over land or impervious surfaces does not percolate into the ground. Impervious surfaces are defined as hard surfaces where water is unable to soak or infiltrate into the ground, such as streets, parking lots, sidewalks, and roof tops.

### **Where does stormwater go?**

As stormwater runoff flows over land and impervious surfaces, it picks up sediment, contaminants, litter, nutrients, and other pollutants which then discharge into Thompson Creek and other streams untreated. Unmanaged stormwater could adversely affect these waterways by causing water pollution, stream bank erosion, and even flooding.

### **What can I do?**

By capturing rain water where it lands, and infiltrating or slowing down the stormwater through Stormwater Treatment Facilities (STFs), the pollutants and sediment have a chance to settle out rather than create adverse affects in Thompson Creek. These facilities can help improve the water quality downstream in the Big Papio Creek and Missouri River.

### **City of La Vista's Cost Share Program**

The goal of this program is to encourage individual landowners and businesses to incorporate STFs on their property to aid in the improvement of water quality. The program is intended to help cover the cost of materials. (rain barrel and accessories) The City of La Vista will provide a 50% match on rain barrels, up to \$60. Funding is available to applicants on a first come, first serve basis and is subject to the approval of the Public Works /Community Development Department.

Priority will be given to residents between 72<sup>nd</sup> and 84<sup>th</sup> Street. Other residents are encouraged to apply, but will be placed on a waiting list and filled when funding is available.

A training class will be available to help residents with downspout cutting, rain barrel platforms, mosquito prevention, and winter maintenance.

**Program Applicant Conditions:**

1. The applicant shall be responsible for all project costs. The City of La Vista will provide reimbursement after the costs have been incurred. After submitting receipts, the City of La Vista will reimburse the applicant.
2. The project must be completed by September 5, 2014.
3. The City of La Vista will require access to your property for inspection of the completed project prior to reimbursement.
4. Implementation of an approved project is the sole responsibility of the property owner. The City of La Vista is not liable for personal injury or property damage resulting of said work.
5. Projects approved for funding carry no implied warranty by the City of La Vista.
6. The funded practice shall be maintained for a minimum period of three years. All maintenance costs are the responsibility of the property owner.

**Instructions:**

1. Fill out the application by March 7, 2014.
2. Include the proposed style of rain barrel provided at the end of the application.
3. Renters will need owner's permission and the application is to be signed by the property owner.
4. Submit the completed application and all required documents to:  
**Attn: Nick MacGregor**  
**City of La Vista**  
**Community Development Department**  
**8116 Park View Blvd.**  
**La Vista, NE 68124**
5. Call for a final inspection after the project is completed
6. Submit receipts to Public Works/Community Development for approval and payment

**Contact Information:**

City of La Vista, Community Development Department  
8116 Park View Blvd., La Vista, NE 68124  
Nick MacGregor: (402) 331-4343; nmacgregor@cityoflavista.org

City of La Vista, Public Works Department  
9900 Portal Rd., La Vista, NE 68124  
John Kottmann: (402) 331-8927; jkottmann@cityoflavista.org



**City of La Vista  
Rain Barrel  
2014 Reimbursement Program**

Applicant	Email Address (optional)	Phone Number

Address	City	State	Zip Code

Owner (if not the same)	Email Address (optional)	Phone Number

Address	City	State	Zip Code

Proposed Style (see next page) \_\_\_\_\_

Reimbursement Amount Requested (50% of materials; up to \$60) \_\_\_\_\_

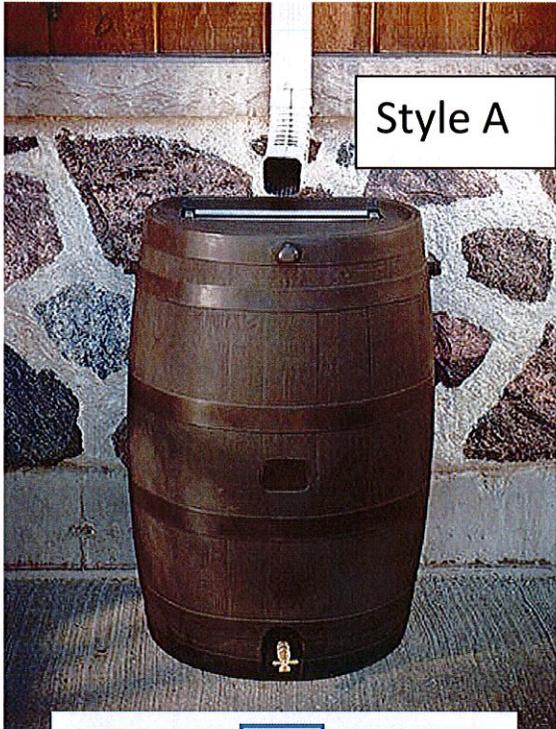
The City of La Vista requires access to your property for evaluation of this application and inspection of the completed project.

- Yes    No   I would like to take a training class. (optional)
- I understand the City of La Vista will have access to my property for an inspection.

By signing this application, the applicant agrees that all information provided in this application and the accompanying documents is accurate. The applicant also agrees to the conditions of this program, including maintenance of the above-referenced Stormwater Treatment Facilities for a period of three (3) years.

Applicant/Property Owner Signature	Date

<b>City of La Vista Approval</b> <input type="checkbox"/> Staff approval	<b>This section is for city use only.</b>
Reviewed by: _____	Amount requested _____ Amount approved _____
Signature	Date



Style A



Style B



Style C



The three styles of rain barrels come in a variety of different colors and from various local stores and online vendors. Examples of styles eligible for reimbursement are shown on this page (or something similar). Feel free to call if you have questions about the style options. 402-331-4343

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RESOLUTION NO. 13-\_\_\_\_

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA RECOMMENDING TO THE NEBRASKA LIQUOR CONTROL COMMISSION, APPROVAL OF THE CLASS C LIQUOR LICENSE APPLICATION FOR NEBRASKA BREWING CO DBA NEBRASKA BREWING CO. IN LA VISTA, NEBRASKA.

WHEREAS, Nebraska Brewing Co DBA Nebraska Brewing Co, 6946 S 108<sup>th</sup> Street, La Vista, Sarpy County, Nebraska, has applied to the Nebraska Liquor Control Commission for a Class C Liquor License, and

WHEREAS, the Nebraska Liquor Control Commission has notified the City of said application, and

WHEREAS, the City has adopted local licensing standards to be considered in making recommendations to the Nebraska Liquor Control Commission, and

WHEREAS, said licensing standards have been considered by the City Council in making its decision.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, hereby recommend to the Nebraska Liquor Control Commission approval of the Class C Liquor License application submitted by Nebraska Brewing Co DBA Nebraska Brewing Co, 6946 S 108<sup>th</sup> Street, La Vista, Sarpy County, Nebraska.

PASSED AND APPROVED THIS 17TH DAY OF DECEMBER, 2013.

CITY OF LA VISTA

\_\_\_\_\_  
Douglas Kindig, Mayor

ATTEST:

\_\_\_\_\_  
Pamela A. Bueche, CMC  
City Clerk



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**LA VISTA POLICE DEPARTMENT INTEROFFICE MEMORANDUM**

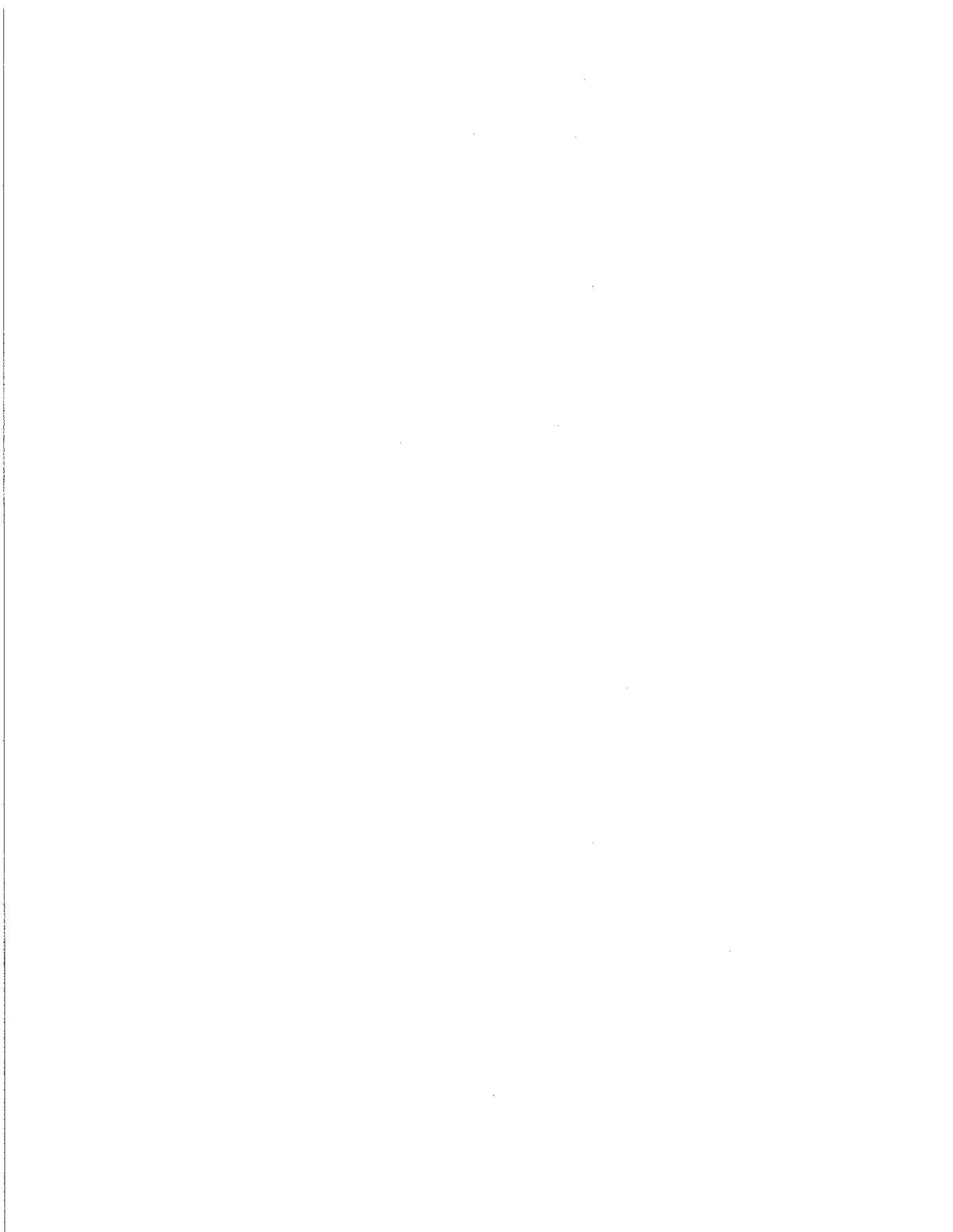
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**TO:** PAM BUETHE, CITY CLERK  
**FROM:** BOB LAUSTEN, POLICE CHIEF  
**SUBJECT:** LOCAL BACKGROUND- CORPORATE LIQUOR LICENSE / MANAGER- NEBRASKA  
BREWING COMPANY  
**DATE:** 11/25/2013  
**CC:**

---

The police department conducted a check of computerized records on the applicants, Paul H. Kavulak and Kimberly A. Kavulak for criminal conduct in Nebraska and Sarpy County in reference to the Liquor License application. The applicants have no entries.



# ▶ RECEIPT

11/19/2013

From: Jackie B Matulka – jackie.matulka@nebraska.gov

Phone: (402) 471 – 4881

Fax: (402) 471 – 2814

Nebraska Liquor Control Commission

To: City Clerk of La Vista – pbuethe@cityoflavista.org

App Info: Nebraska Brewing Co DBA Nebraska Brewing Co

Class C 105932

PLEASE COMPLETE THE BOTTOM SECTION IMMEDIATELY UPON RECEIPT OF THIS APPLICATION

SIGN AND DATE STAMP THIS RECEIPT AND EITHER FAX OR EMAIL THIS FORM BACK

--THANK YOU

11-22-13

DATE OF RECEIPT

W. Garrod - La Vista  
SIGNATURE Deputy City Clerk

11-29-13

Regional - 1000  
District - 1000

**RECOMMENDATION OF THE NEBRASKA LIQUOR CONTROL COMMISSION**

Date delivered from NLCC office: November 19, 2013

**JBM**

Clerk of \_\_\_\_\_  
(City, Village or County)

Nebraska, hereby report to the Nebraska Liquor Control Commission in accordance with Revised Statutes of Nebraska, Chapter 53, Section 134 (7) the recommendation of said city, village or county, as the case may be relative to the application for a license under the provisions of the Nebraska Liquor Control Act as applied for by:

**Nebraska Brewing Co DBA Nebraska Brewing Co**  
**6946 S 108 Street, La Vista, NE 68128 (Sarpy County)**  
**NEW APPLICATION for Class C 105932**  
**45 days – January 3, 2014**

1. Notice of local hearing was published in a legal newspaper in or of general circulation in city, village or county, one time not less than 7 nor more than 14 days before time of hearing.

Check one: Yes \_\_\_\_\_ No \_\_\_\_\_

The Statutes require that such hearing shall be held not more than 45 days after the date of receipt of this notice from the Commission.

2. Local hearing was held not more that 45 days after receipt of notice from the Nebraska Liquor Control Commission.

Check one: Yes \_\_\_\_\_ No \_\_\_\_\_

3. Date of hearing of Governing Body: \_\_\_\_\_

4. Type or write the Motion as voted upon by the Governing Body. If additional Motions are made by the Governing Body, then use an additional page and follow same format.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Motion was made by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

6. Roll Call Vote: \_\_\_\_\_

\_\_\_\_\_

7. Check one: Motion Passed: \_\_\_\_\_ Motion Failed: \_\_\_\_\_

8. If the motion is for recommendation of denial of the applicant, then list the reasons of the governing body upon which the motion was made.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Attached additional page(s) if necessary)

**SIGN HERE** \_\_\_\_\_ **DATE** \_\_\_\_\_  
(Clerks Signature)



**APPLICATION FOR LIQUOR LICENSE  
CHECKLIST - RETAIL**

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



QA  
New

Applicant Name Nebraska Brewing Co.

Trade Name Nebraska Brewing Company Previous Trade Name same JM

E-Mail Address: kim@nebraskabrewingco.com C- **105932**

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

**REQUIRED ATTACHMENTS**

Each item must be checked and included with application or marked N/A (not applicable)

1. Fingerprint cards for each person; one card per person if done livescan or computer, two cards if done in ink include a processing fee in the amount of \$38.00 per person. All areas must be completed on cards as per brochure. We strongly suggest you go to any Nebraska State Patrol to be rolled. See fingerprint brochure <http://www.lcc.ne.gov/brochures/fingerprint.pdf>.

2. Enclose application fee of \$400, check made payable to the Nebraska Liquor Control Commission.

3) Enclose the appropriate application forms;  
Individual License (requires insert form 1)  
Partnership License (requires insert form 2)  
Corporate License (requires insert form 3a & 3c)  
Limited Liability Company (LLC) (requires form 3b & 3c)

4. If building is being leased send a copy of signed lease. Be sure the lease reads in the name of the individual(s), corporation or Limited Liability Company making application. Lease term must run through the license year being applied for.

N/A 5. If building is owned or being purchased send a copy of the deed or purchase agreement in the name of the applicant.

N/A 6. If buying the business of a current liquor license holder:  
a) Provide a copy of the purchase agreement from the seller (mu:



1300023679

OK 6050  
\$400  
mm

RECEIVED  
REV 02/2013  
PAGE 1

- b) Provide a copy of alcohol inventory being purchased (must include brand names and container size)
- c) Enclose a list of the assets being purchased (furniture, fixtures and equipment)

N/A 7. If planning to operate on current liquor license; enclose Temporary Operating Permit (T.O.P.)(form 125).

N/A 8. Enclose a list of any inventory or property owned by other parties that are on the premise.

X 9. For citizenship, ~~residency and voter registration requirements~~ see enclosed brochure.

X 10. Corporation or Limited Liability Company must enclose a copy of ~~articles of incorporation~~ as filed with the Secretary of State's Office. This document must show barcode.

X 11. Submit a copy of your business plan.

I acknowledge that this application is not a guarantee that a liquor license will be issued to me, and that the average processing period is 60 days. Furthermore, I understand that all the information is truthful and I accept all responsibility for any false documents.

*[Handwritten Signature]*

Signature

10/29/13  
Date

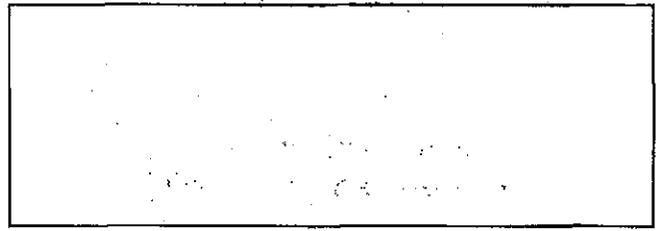
~~① LLC form for NBC Investment Co LLC~~

②

RECEIPT	DATE	<u>11-4-13</u>	No. 167822
	FROM	<u>Nebraska Beverage Co</u>	
	FOR	<u>NewApp - Nebraska Beverage</u>	
		<input type="checkbox"/> CASH <input checked="" type="checkbox"/> CHECK # <u>1050</u> <input type="checkbox"/> MONEY# <input type="checkbox"/> ORDER	\$ <u>450.00</u>
Received by <u>[Signature]</u>			

**APPLICATION FOR LIQUOR LICENSE  
RETAIL**

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



**CHECK ONE CLASS FOR WHICH APPLICATION IS MADE AND FEE IS CITY/DESTINED CLASS**

**RETAIL LICENSE(S)** Application Fee \$400 (non refundable)

- A BEER, ON SALE ONLY
- B BEER, OFF SALE ONLY
- C BEER, WINE, DISTILLED SPIRITS, ON AND OFF SALE
- D BEER, WINE, DISTILLED SPIRITS, OFF SALE ONLY
- I BEER, WINE, DISTILLED SPIRITS, ON SALE ONLY
- AB BEER, ON AND OFF SALE
- AD BEER ON SALE ONLY, BEER, WINE, DISTILLED SPIRITS OFF SALE
- IB BEER, WINE, DISTILLED SPIRITS ON SALE, BEER OFF SALE ONLY
- ID BEER, WINE, DISTILLED SPIRITS ON AND OFF SALE

Class K Catering license (requires catering application form 106) \$100.00

Additional fees will be assessed at city/village or county level when license is issued

Class C license term runs from November 1 – October 31  
All other licenses run from May 1 – April 30  
Catering license (K) expires same as underlying retail license

**CHECK ONE OR MORE LICENSES FOR WHICH YOU ARE APPLYING**

- Individual License (requires insert form 1)
- Partnership License (requires insert form 2)
- Corporate License (requires insert form 3a & 3c)
- Limited Liability Company (LLC) (requires form 3b & 3c)

**NAME OF ATTORNEY OR FIRM ASSISTING WITH APPLICATION (if applicable)  
Commissioner and staff will discuss with ANY questions we may have at this application.**

Name N/A Phone number: \_\_\_\_\_

Firm Name \_\_\_\_\_

**PREMISE INFORMATION**

Trade Name (doing business as) Nebraska Brewing Company

Street Address #1 ~~6948-6950 S. 108th Street~~ 6946 S 108 Street

Street Address #2 \_\_\_\_\_

City La Vista County Sarpy #59 Zip Code 68128

Premise Telephone number 402-934-0950 E-mail kim@nebraskabrewingco.com

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

Mailing address (where you want to receive mail from the Commission)

Name Nebraska Brewing Company

Street Address #1 6946 S. 108th Street

Street Address #2 \_\_\_\_\_

City La Vista State NE Zip Code 68128

**DESCRIPTION AND DIAGRAM OF THE STRUCTURE TO BE LICENSED  
READ CAREFULLY**

In the space provided or on an attachment draw the area to be licensed. This should include storage areas, basement, outdoor area, sales areas and areas where consumption or sales of alcohol will take place. If only a portion of the building is to be covered by the license, you must still include dimensions (length x width) of the licensed area as well as the dimensions of the entire building. No blue prints please. Be sure to indicate the direction north and number of floors of the building.

\*\*For on-premise consumption liquor licenses minimum standards must be met by providing at least two restrooms

Length See Attached feet  
Width \_\_\_\_\_ feet  
Is there a basement? Yes  No

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

*see attached diagram*

**APPLICANT INFORMATION**

**1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.**

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

YES  NO

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

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (city & state)	Description of Charge	Disposition

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

YES  NO

If yes, give name of business and liquor license number \_\_\_\_\_

- a) Submit a copy of the sales agreement
- b) Include a list of alcohol being purchased, list the name brand, container size and how many
- c) Submit a list of the furniture, fixtures and equipment

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

YES  NO

If yes, give name and license number \_\_\_\_\_

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

YES  NO

If yes:

- a) Attach temporary operating permit (T.O.P.) (form 125)
- b) T.O.P. will only be accepted at a location that currently holds a valid liquor license.

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

YES  NO

If yes, list the lender(s) \_\_\_\_\_

CPA

*Everyone listed on corp form*

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

YES  NO

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

Paul H Kavulak, Shareholder Kimberly A. Kavulak Shareholder, NBC Investment Corp Shareholder, Paul F Kavulak Shareholder

**No silent partners**

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

YES  NO

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

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

YES  NO

If yes, provide name and address of such institution and where it is located in relation to the premises (Neb. Rev. Stat. 53-177)(1)

9. Is anyone listed on this application a law enforcement officer?

YES  NO

If yes, list the person, the law enforcement agency involved and the person's exact duties

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

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

**First National Bank - Omaha a) Paul H. Kavulak and/or Kimberly A. Kavulak**

11. List all past and present liquor licenses held in Nebraska or any other state by any person named in this application.

Include license holder name, location of license and license number. Also list reason for termination of any license(s) previously held.

Nebraska Brewing Company 7474 Towne Center Parkway Suite 101 Papillion, NE. 68046 Class C 78151 Class LK 78152

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

- a) Individual, applicant only (no spouse)
- b) Partnership, all partners (no spouses)
- c) Corporation, manager only (no spouse)
- d) Limited Liability Company, manager only (no spouse)

Applicant Name	Date Trained (mm/yyyy)	Name of program where trained (name, city)
Paul H Kavulak	4-24-2013	online <del>RBST</del> RBST RB-0009285

13. If the property for which this license is sought is owned, submit a copy of the deed, or proof of ownership. If leased, submit a copy of the lease covering the entire license year. Documents must show title or lease held in name of applicant as owner or lessee in the individual(s) or corporate name for which the application is being filed.

- Lease: expiration date 10/21/2023
- Deed
- Purchase Agreement

14. When do you intend to open for business? November 15, 2013
15. What will be the main nature of business? Production & Packaging Brewery with Tasting Room
16. What are the anticipated hours of operation? Brewery M-F 0800-2200; Tasting Room Thurs-Sun 1600-2200

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

RESIDENCE FOR THE PAST 10 YEARS. APPLICANT AND SPOUSE MUST COMPLETE					
APPLICANT: CITY & STATE	YEAR		SPOUSE: CITY & STATE	YEAR	
	FROM	TO		FROM	TO
8711 Raven Drive Louisville NE 68037	2002	2013	8711 Raven Drive Louisville NE 68037	2002	2013

If necessary attach a separate sheet.

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

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

Must be signed in the presence of a notary public by applicant(s) and spouse(s). See guideline for required signatures. <http://www.lcc.ne.gov/pdfs/New%20Application%20Guideline.pdf>

*Paul*  
 \_\_\_\_\_  
 Signature of Applicant

*Kimberly*  
 \_\_\_\_\_  
 Signature of Spouse

\_\_\_\_\_  
 Signature of Applicant

*Paul*  
 \_\_\_\_\_  
 Signature of Spouse

\_\_\_\_\_  
 Signature of Applicant

\_\_\_\_\_  
 Signature of Spouse

\_\_\_\_\_  
 Signature of Applicant

\_\_\_\_\_  
 Signature of Spouse

\_\_\_\_\_  
 Signature of Applicant

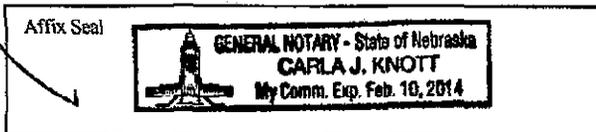
\_\_\_\_\_  
 Signature of Spouse

ACKNOWLEDGEMENT

State of Nebraska  
 County of CASS

The foregoing instrument was acknowledged before me this  
10-30-13 date by Paul H. Kavietak & Kimberly A. Kavietak  
 name of person acknowledged

*Carla J. Knott*  
 \_\_\_\_\_  
 Notary Public signature



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

**MANAGER APPLICATION  
INSERT - FORM 3c**

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

Office Use

**MUST BE:**

- ✓ **Citizen of the United States. Include copy of US birth certificate, naturalization paper or current US passport**
- ✓ **Nebraska resident. Include copy of voter registration in the State of Nebraska**
- ✓ **Fingerprinted. Two cards per person, fees of \$38 per person, made payable to Nebraska State Patrol. If printed at NSP mail check only.**
- ✓ **21 years of age or older**

Name of Corporation/LLC: Nebraska Brewing Co.

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

Premise Trade Name/DBA: Nebraska Brewing Company

Premise Street Address: 6946 S. 108th Street

City: La Vista County: Sarpy Zip Code: 68128

Premise Phone Number: 402-934-0950

Email address: kim@nebraskabrewingco.com

The individual whose name is listed as a corporate officer or managing member as reported on insert form 3a or 3b or listed with the Commission. Click on this link to see authorized individuals.  
[http://www.lcc.ne.gov/license\\_search/licsearch.cgi](http://www.lcc.ne.gov/license_search/licsearch.cgi)

**SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER**

(Faxed signatures are acceptable)

Last Name: Kavulak First Name: Paul MI: H

Home Address (include PO Box if applicable): 8711 Raven Drive

City: Louisville County: Cass Zip Code: 68037

Home Phone Number \_\_\_\_\_ Business Phone Number: 402-933-3040

Social Security Number \_\_\_\_\_ Drivers License Number & State: NE G01134252

Date Of Birth: 01/01/1963 Place Of Birth: Omaha, NE

Email address: paul@nebraskabrewingco.com

YES

NO

Spouses Last Name: Kavulak First Name: Kimberly MI: A

Social Security Number: 507-90-2960 Drivers License Number & State: NE G01378537

Date Of Birth: 08/20/1966 Place Of Birth: Council Bluffs IA

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
8711 Raven Drive Louisville NE 68037	2002	2013	8711 Raven Drive Louisville NE 68037	2002	2013

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2007	Present	Nebraska Brewing Company	N/A	402-934-7100
2000	2007	West Corporation	Skip Hanson	

**1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.**

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

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

YES  NO

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

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition

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

YES  NO

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

Nebraska Brewing Company 7474 Towne Center Parkway Suite 101 Papillion, NE 68046

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

YES  NO

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

\*NLCC Training Certificate Issued: 4-24-2013 Name on Certificate: Paul Harold Kavulak

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Paul Kavulak	4-24-2013	<del>0000</del> RBST RB-0099285

\*For list of NLCC Certified Training Programs see [www.lcc.ne.gov/traininginfo.html](http://www.lcc.ne.gov/traininginfo.html)

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
Paul H. Kavulak / President	11/2007 - Present	Nebraska Brewing Company 7474 Towne Center Pkwy Suite 101 Papillion, NE 68046
Kimberly A. Kavulak / Brewpub GM	11/2007- Present	Nebraska Brewing Company 7474 Towne Center Pkwy Suite 101 Papillion, NE. 68046

5. Have you enclosed the required fingerprint cards and **PROPER FEES** with this application?  
(Check or money order made payable to the Nebraska State Patrol for \$38.00 per person)

YES

NO

prints enclosed

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

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

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

*[Handwritten Signature]*

Signature of Manager Applicant

*[Handwritten Signature]*

Signature of Spouse

ACKNOWLEDGEMENT

State of Nebraska  
County of CASS

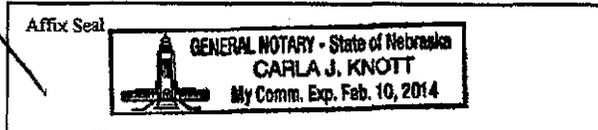
10-30-13  
date

The foregoing instrument was acknowledged before me this

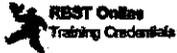
by Paul H. Kavubak & Kimberly A. Kavubak  
name of person acknowledged

*[Handwritten Signature]*

Notary Public signature



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



***Certificate of Achievement***

- for those who serve or sell alcohol in Nebraska

**PAUL HAROLD KAVULAK**  
holder of

**RBST GENERAL CERTIFICATE**

Permit # RB-0009285

Permit Expires: 04-24-2016 Amount Paid: \$

foodsafety  **Is in your HANDS** 



*EW*

### Registrant Search Results

Cass

Registrant ID Status	Registrant Name Address	Birth Date	Registration Date	Precinct Part Phone	Party	Gender	Race
383859 Active	Kevulak, Paul H 8711 Raven Dr Louisville, NE 68037	1	10/18/2004	013.1	Republican	Unknown	

Total for Cass :

Total number of Registrants :



*CR*



### Registrant Search Results

Cass

Registrant ID Status	Registrant Name Address	Birth Date	Registration Date	Precinct Part Phone	Party	Gender	Race
380782 Active	Kavulak, Kimberly A 8711 Raven Dr Louisville, NE 68037		8/5/2002	013.1	Democrat	Female	

Total for Cass :

Total number of Registrants :



OK



**APPLICATION FOR LIQUOR LICENSE CORPORATION INSERT - FORM 3a**

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

Office Use

Officers, directors and stockholders holding over 25% shares of stock, including spouses, are required to adhere to the following requirements:

- 1) All officers, directors and stockholders must be listed
- 2) President/CEO and stockholders holding over 25% and their spouse(s) (if applicable) must submit fingerprints (2 cards per person)
- 3) Officers, directors and stockholders holding over 25 % shares of stock and their spouse (if applicable) must sign the signature page of the Application for License form 100 (even if a spousal affidavit has been submitted)

Name of Registered Agent: Cline Williams Wright Johnson & Oldfather LLP

Nebraska Brewing Co. Inc

Corporation Address: 6946 S. 108th Street

City: La Vista State: NE Zip Code: 68128

Corporation Phone Number: 402-934-0950 Fax Number \_\_\_\_\_

Total Number of Corporation Shares Issued: 10,000

Last Name: Kavulak First Name: Paul MI: H

Home Address: 8711 Raven Drive City: Louisville

State: NE Zip Code: 68037 Home Phone Number: 402-296-7985

*Paul H Kavulak*

Signature of President/CEO

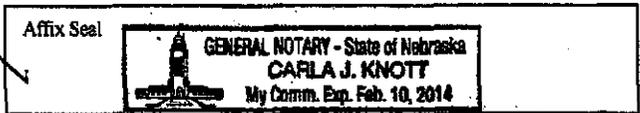
**ACKNOWLEDGEMENT**

State of Nebraska Cass  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this  
by Paul H. Kavulak  
name of person acknowledge

Date 10-30-13

*Carla J. Knott*



Last Name: Kavulak First Name: Paul MI: H

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Title: President Number of Shares 2858

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

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

*Signed  
Passport  
Print  
Vote reg*

Last Name: Kavulak First Name: Kimberly MI: A

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Title: Treasurer / Secretary Number of Shares 2858

Spouse Full Name (indicate N/A if single): Paul H. Kavulak

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

*Signed  
Passport  
Prints  
Vote reg*

Last Name: NBC Investment Company LLC First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: See Attached Stock Ledger Date of Birth: \_\_\_\_\_

Title: Shareholder Number of Shares 3600

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

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

*See  
attached*

Last Name: Kavulak First Name: Paul MI: F

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Title: Shareholder Number of Shares 184

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

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

[REDACTED]

YES

NO

If yes, provide the following:

- 1) Name of corporation \_\_\_\_\_
- 2) Supply an organizational chart of the controlling corporation named above
- 3) Controlling corporation **MUST** be registered with the Nebraska Secretary of State, copy of articles must be submitted with application §53-126

[REDACTED]

Starting Date: January 1

Ending Date: December 31

[REDACTED]

YES

NO

If yes, provide the Federal ID # \_\_\_\_\_

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

INSERT - FORM 3b

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

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

- 1) All members spouse(s) must be listed
- 2) Managing/Contact member and all members holding over 25% interest and their spouse(s) (if applicable) must submit fingerprints (2 cards per person)
- 3) Managing/Contact member and all members holding over 25 % shares of stock and their spouse (if applicable) must sign the signature page of the Application for License form 100 (even if a spousal affidavit has been submitted)

Attach copy of Articles of Organization (Articles must show barcode receipt by Secretary of States office)

Name of Registered Agent: SMF Registered Services, Inc.

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

NBC Investment Company LLC

LLC Address: 1201 Walnut Street, Suite 2900

City: Kansas City State: MO Zip Code: 64106

LLC Phone Number: 314-795-0503 LLC Fax Number \_\_\_\_\_

Name of Managing/Contact Member

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

Last Name: Gillick First Name: Mary Ellen MI: G

Home Address: 318 Monte Vista Drive City: St. Louis

State: MO Zip Code: 63129 Home Phone Number: 314-795-0503

*Mary Ellen G. Gillick*  
Signature of Managing/Contact Member

ACKNOWLEDGEMENT

State of Nebraska

County of Lancaster

The foregoing instrument was acknowledged before me this

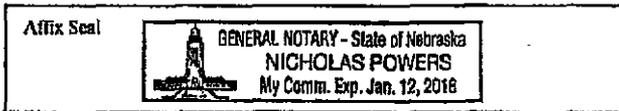
11-6-13

by Mary Ellen Gillick

Date

name of person acknowledge

*Nicholas Powers*



FORM 102  
REV 12/2010  
Page 1 of 4

Last Name: Gillick First Name: Mary Ellen MI: G

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

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

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Percentage of member ownership \_\_\_\_\_

①

---

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

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

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Percentage of member ownership \_\_\_\_\_

---

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

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

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Percentage of member ownership \_\_\_\_\_

---

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

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

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Percentage of member ownership \_\_\_\_\_

YES

NO

If yes, provide the following:

- 1) Name of corporation \_\_\_\_\_
- 2) Supply an organizational chart of the controlling corporation named above
- 3) Controlling corporation **MUST** be registered with the Nebraska Secretary of State, copy of articles must be submitted with application §53-126

(1)

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

Starting Date: January 1 Ending Date: December 31

Is this a Non Profit Corporation?

YES

NO

If yes, provide the Federal ID #. \_\_\_\_\_

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

FORM 102  
REV 12/2010  
Page 4 of 4

**NEBRASKA BREWING CO.  
NEW STOCK LEDGER**

**NAME OF CORPORATION: NEBRASKA BREWING CO.**

**NO. OF AUTHORIZED SHARES:**

**20,000**

Issue Date	Cert No.		Received From	Issued To	No. of Shares	Cancel Date	Total Shares Outstanding
	Old	New					
	1		Original Issue	Paul Kavulak, Jr.	2,454	6/7/13 (recap)	2,454
	2		Original Issue	Kimberly Kavulak	2,454	6/7/13 (recap)	2,454
	3		Original Issue	Paul Kavulak, Sr.	92	6/7/13 (recap)	92
6/7/13		4	Original Issue	Paul Kavulak, Jr.	2,858		2,858
6/7/13		5	Original Issue	Kimberly Kavulak	2,858		2,858
6/7/13		6	Original Issue	Paul Kavulak, Sr.	184		184
6/7/13		7	Original Issue	NBC Investment Company, LLC, a Missouri limited liability company	3,600		3,600

# Nebraska Secretary of State

Articles

- John A. Gale

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Entity Name

NEBRASKA BREWING CO.

SOS Account Number

10087997

Principal Office Address

6946 S. 108TH STREET  
LA VISTA, NE 68128

Registered Agent and Office Address

ROCHELLE A MULLEN  
1125 SOUTH 103RD STREET  
SUITE 600  
OMAHA, NE 68124

Nature of Business

RESTAURANT & BAR

Entity Type

Domestic Corp  
Qualifying State: NE

Date Filed

Aug 14 2006

Account Status

Active

Corporation Position

Name

Address

**President**

PAUL KAVULAK

7474 TOWN CENTER PKWY, #101  
PAPILLION, NE 68046

**Secretary**

KIMBERLY KAVULAK

7474 TOWN CENTER PKWY, #101  
PAPILLION, NE 68046

**Treasurer**

KIMBERLY KAVULAK

7474 TOWN CENTER PKWY, #101  
PAPILLION, NE 68046

**Director**

KIMBERLY KAVULAK

7474 TOWN CENTER PKWY, #101  
PAPILLION, NE 68046

**Director**

PAUL KAVULAK

7474 TOWN CENTER PKWY, #101  
PAPILLION, NE 68046

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NN	New Name	Apr 06 2007	\$0.45 = 1 page(s) @ \$0.45 per page
PP	Proof of Publication	May 03 2007	\$0.45 = 1 page(s) @ \$0.45 per page
AR	Agent Resignation	Feb 04 2008	\$0.45 = 1 page(s) @ \$0.45 per page
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TR	Tax Return	Apr 21 2009	\$1.35 = 3 page(s) @ \$0.45 per page
CR	Certificate of Revival	Apr 21 2009	\$0.45 = 1 page(s) @ \$0.45 per page
AO	Change of Agent or Office	Apr 21 2009	\$0.45 = 1 page(s) @ \$0.45 per page
NP	Non Payment of Taxes	Apr 16 2010	
CR	Certificate of Revival	Feb 23 2011	\$0.45 = 1 page(s) @ \$0.45 per page
TR	Tax Return	Feb 23 2011	\$1.35 = 3 page(s) @ \$0.45 per page
NP	Non Payment of Taxes	Apr 16 2012	
CR	Certificate of Revival	Oct 30 2012	\$0.45 = 1 page(s) @ \$0.45 per page
TR	Tax Return	Oct 30 2012	\$1.35 = 3 page(s) @ \$0.45 per page
A	Amendment	Jun 03 2013	\$1.35 = 3 page(s) @ \$0.45 per page
A	Amendment	Jun 07 2013	\$0.90 = 2 page(s) @ \$0.45 per page
PP	Proof of Publication	Jul 05 2013	\$0.45 = 1 page(s) @ \$0.45 per page
	Amendment	Oct 29 2013	\$0.90 = 2 page(s) @ \$0.45 per page

Articles



**AMENDED AND RESTATED  
ARTICLES OF INCORPORATION  
OF  
NEBRASKA BREWING CO.**

Nebraska Brewing Co., a Nebraska corporation (the "Corporation"), acting pursuant to applicable provisions of the Nebraska Business Corporation Act, Neb. Rev. Stat. §§ 21-2001, et seq. (the "Act"), hereby amends, replaces and restates its Articles of Incorporation, as previously amended, in their entirety, as follows:

**ARTICLE I**

The name of the corporation is Nebraska Brewing Co. The principal place of business of the Corporation shall be at 6946 S. 108th Street, LaVista, NE 68128.

**ARTICLE II**

These Amended and Restated Articles of Incorporation of the Corporation shall be effective on the filing date hereof with the Nebraska Secretary of State.

**ARTICLE III**

The purposes for which the Corporation is organized are to engage in any lawful act or activity for which corporations may be organized under the Act.

**ARTICLE IV**

The Corporation shall have and exercise all powers and rights conferred upon corporations by the Act as necessary, suitable, proper, convenient or expedient for the attainment of the purposes set forth in Article III hereof.

**ARTICLE V**

The aggregate number of shares which the Corporation shall have the authority to issue is Twenty Thousand (20,000) shares of capital stock, which shall all be common stock having a par value of One Cent (\$.01) per share. The Corporation shall not issue any additional shares or other classes of capital stock unless otherwise agreed pursuant to the terms and conditions of the Act, the Corporation's Amended and Restated Bylaws, and any agreement among the shareholders of the Corporation governing the issuance, transfer or restriction of the Corporation's capital stock.

**ARTICLE VI**

The size of the Corporation's Board of Directors and the manner of election, designation, qualification, removal, replacement and the rights and responsibilities of each Director shall be set forth in the Corporation's Amended and Restated Bylaws.

#### ARTICLE VII

The Corporation's Board of Directors and Officers shall be indemnified by the Corporation as provided in the Corporation's Amended and Restated Bylaws or any other agreement among the Corporation and its shareholders.

#### ARTICLE VIII

The Corporation elects to grant its shareholders preemptive rights that shall be exercisable in accordance with the Shareholders Agreement entered into by the Corporation and its shareholders on or about the date of the filing of these Amended and Restated Articles of Incorporation with the Nebraska Secretary of State.

#### ARTICLE IX

These Amended and Restated Articles of Incorporation shall supersede in their entirety the Corporation's previous Articles of Incorporation filed with the Nebraska Secretary of State, and any and all amendments, restatements or revisions thereto. The address of the Corporation's registered office is 1125 South 103<sup>rd</sup> Street, Suite 600, Omaha, Nebraska 68124 and the Corporation's Registered Agent is Rochelle A. Mullen, Esquire.

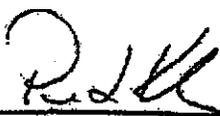
#### ARTICLE X

These Amended and Restated Articles of Incorporation may only be amended by a vote of the Corporation's shareholders of record who hold at least eighty-five percent (85%) of the Corporation's issued and outstanding voting Common Stock at the time of the proposed effective date of such amendment.

These Amended and Restated Articles of Incorporation and the above amendments required Shareholder approval and were approved by the unanimous written consent of all of the Corporation's shareholders dated and effective June 6, 2013, and such written consent indicated that, prior to the adoption of these Amended and Restated Articles of Incorporation and the above amendments, the Corporation had 5,000 shares of voting common stock issued and outstanding and indisputably entitled to vote on these Amended and Restated Articles of Incorporation and the above amendments and that all 5,000 shares were indisputably voted in favor of these Amended and Restated Articles of Incorporation and the above amendments. The above-described Shareholder vote was sufficient for approval of these Amended and Restated Articles of Incorporation and the above amendments.

NEBRASKA BREWING CO., a Nebraska  
corporation

By:

  
Paul Kavulak, Jr., President and Director

STATE OF NEBRASKA ♦ SECRETARY OF STATE'S OFFICE  
1445 "K" STREET • STATE CAPITOL SUITE 1301 • LINCOLN, NE • 68509  
BUSINESS SERVICES DIVISION

CORPORATIONS

P.O. BOX 94608  
(402) 471-4079  
FAX: 471-3666

UNIFORM COMMERCIAL CODE

P.O. BOX 95104  
(402) 471-4080  
FAX: 471-4429

NOTARY

P.O. BOX 95104  
(402) 471-2558  
FAX: 471-4429

JOHN A. GALE  
Secretary of State

[www.sos.state.ne.us](http://www.sos.state.ne.us)

CLINE WILLIAMS  
1900 US BANK BLDG.  
233 SOUTH 13TH STREET  
LINCOLN, NE 68508

October 29, 2013

**ACKNOWLEDGEMENT OF FILING**

The document(s) listed below were filed with the Nebraska Secretary of State's Office, Corporation Division. A label has been affixed to each filing signifying the filing stamp for the Nebraska Secretary of State's Office, Corporation Division. This filing label indicates the date and time of the filing and also references a document number that can be used to reference this filing in the future.

Please remember it is your responsibility to notify the Secretary of State's office of any change(s) in the information you filed.

**ACKNOWLEDGEMENT OF FILING FEES RECEIVED**

Action/Service	Company/Entity Name	Fee Received
Amendment	NEBRASKA BREWING CO.	25.00
Per Page Charge	NEBRASKA BREWING CO.	10.00
	Total Fees Received	\$35.00

Maggie Dolezal  
Filing Officer



**BUSINESS PLAN PACKAGING BREWERY VERSION**  
Revision Number: 94



*Business Plan*

**Confidentiality Statement:**

Nebraska Brewing Company submits this document with the understanding that the contents will not be divulged to any party not directly affiliated with the evaluation of this business plan without prior written consent from Nebraska Brewing Company

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DRAFT

## EXECUTIVE SUMMARY

*Description of the Current Business:* Nebraska Brewing Company is a privately held company owned and managed by the President and Vice President (Paul & Kim Kavulak). The business of the company is high quality fresh beer and food in a brewpub style establishment. In addition to on-premise sales, Nebraska Brewing Company distributes wholesale beer to 14 additional States and utilizes 23 beer distributors to do so.

Nebraska Brewing Company is located in Shadow Lake Towne Center, Papillion, NE. Nebraska Brewing Company produces 8 year-round draft beers (7 permanent brands and 1 seasonal beer) Further, 2 separate lines of barrel-aged beers have been produced. The Inception Series (experimental barrel aging program) and The Reserve Series (our elite line). With the exception of the experimental barrel aging program and the one-off nature of the seasonal beers, each and every beer within the brand portfolio has gained awards and accolades among some of the nation's finest beers. Recently, Nebraska Brewing Company brewed the nation's number 3 South German Hefeweizen (EOS Hefeweizen), and the nation's number 1 Barrel Aged Strong Beer (Mélange a Trois) based upon the results of the 2011 Great American Beer Festival.

*It must be pointed out that these brands are already fully developed and have the reputation for quality and excellence that takes years to produce. In many cases and even after years of time and investment, brands cannot achieve this level of elevated brand value. In essence, from a brand perspective, we've done the hard part.*

The brewpub menu is American Casual Fare and has been refined and improved 7 separate times over the 6 year span – in a similar manner to the constant improvement in all of the beers. Improvements in quality, breadth of offering, and service have been continual.

Nebraska Brewing Company currently produces beer with a 10 barrel, PSS (POTRAVINARSKÉ STROJARNE SVIDNIK) decoction brewing system. Production capacity of our 10 barrel brewing facility with 5 10 barrel fermenters and 5 10 barrel bright beer tanks is approximately 1,550 barrels per year (1 barrel equals 31 gallons, which equals two standard 15.5 gallon kegs).

Experimentation or “pilot brewing” is undertaken on a ½ bbl. Reverse Infusion Mash System. Pilot brewing is necessary for the fine tuning of recipes and the rapid development of the unique characteristics of beer styles. Nebraska Brewing Company undertakes extensive pilot brewing year-round in an effort to maintain a competitive edge, create beers that are rather unique, and

continually improve quality. To-date, there have been roughly 127 different experimental batches of beer run through this pilot system.

Given internal brewpub consumption (to include off-premise sales) and the outside beer distribution, Nebraska Brewing Company has been running at capacity in its current location and configuration for approximately 3 years.

Nebraska Brewing Company currently produces beer in the minority market share of draft beer (kegged beer), and the upper stratosphere of higher-priced, extremely high quality 750mL champagne-style bottles. Draft beer is offered year-round and the barrel aged beers, while at least 1 brand is available at all times, are produced individually in roughly 7 month intervals. There are currently 7 brands in The Reserve Series line.

Nebraska Brewing Company's currently produced line of beers have won national acclaim, accolades and medals within prestigious competitions such as The World Beer Cup and The Great American Beer Festival. Competition entry began in late 2008 and, to-date, Nebraska Brewing Company has garnered over 70+ medals against some of the nation's finest brands. (medal list included as an attachment at the end of this document)

Nebraska Brewing Company now finds itself in stature among so many other renowned and well-regarded breweries – and feels much honored to have achieved this level.

*Description of the Proposed Business:* Packaging brewery operations, relative to this business plan, will be undertaken separately from brewing operations within the current Nebraska Brewing Company brewpub. Brand production shift will occur in those brands targeted for canning. For example, one of these brands, Cardinal Pale Ale, will be produced in the much higher capacity packaging facility and will be later supplied to the brewpub as required. This same shift will be true for any of the other currently produced beers targeted for canning. This brand production shift will optimize overall production of these brands and free up resources within the brewpub for either a broadening of brands, limited additional barrel aging, or further development of seasonal beers.

Packaging brewery operations will take place on a newly purchased Premier Stainless System and will be configured in a brewing capacity of 30 barrels with fermentation and bright tank capacity for an initial annual production of approximately 8,500 barrels. To achieve that level of production volume, the 30 barrel brew house will be further outfitted with 6 60 barrel fermenters and 2 60 barrel bright tanks. The 60 barrel fermenters will be filled through multiple production batches on the 30 barrel brew house.

Packaging brewery production will take place in a separate facility more commercial in nature, off-site, and zoned heavy industrial. Anticipated facility requirements and possible physical locations will be outlined later in this document. This facility will contain a tasting room, general office space, barrel aging room (likely combined with the tasting room) and product storage space to include coolers.

Management Responsibility: As president, Paul Kavulak is responsible for the overall implementation of the Plan of Action and the daily operation of the business. As vice president, Kim Kavulak will assist the president in all areas related to the business start-up and the daily operation of the brewpub.

Tyson Arr fulfills duties as Lead Brewer and Sam Riggins will take over brewing operations at the brewpub.

It is anticipated that our current brewers, in addition to the President will continue to oversee brewpub brewing operations in addition to the packaging brewery operations.

Additional brewing operations personnel will be hired as outlined later in this document.

Marketing and Distribution: The Nebraska Brewing Company packaging brewery will produce limited draft and package beer for the Nebraska Brewing Company brewpub in addition to fulfilling the higher volume wholesale demands of distribution. Production configuration will focus on 12 oz. cans and draft beer within kegs with increased capacity in barrel aging.

All beer will be distributed in compliance with the laws of the particular States(s) within which distribution has been selected.

The president is the individual most familiar with the company's products and with the local market for these products. The president is, therefore, the best qualified person to represent the company to its customers. Nebraska Brewing Company will utilize limited advertising in the local print media as well as some TV and radio advertising. Additionally, the development of a high-quality website (although part of the existing website, will contain information relative to distribution alone) will provide an optimal venue to communicate day-to-day activities and upcoming events. It is anticipated that this website will educate the public as to the background behind the company, introduce the public to craft beer, make beer / food pairing recommendations, communicate current events, as well as undertake some limited e-commerce through retailing t-shirts, logo'd items etc. While the limited TV and radio advertising would be smaller in scope, the website provides a more broad, or national exposure that is valuable when it comes to brand recognition, beer competition, and an anchoring of the business within the brewing / brewpub / Craft Beer culture.

**Professional Support:** The following personnel will be used as needed. See Attachments for professional references and resumes.

Brewing Systems Consultant:	Rob Soltys <i>Precision Stainless Systems</i>
Cooperage:	Microstar Keg Leasing
Finance:	Currently seeking Financing
Graphics / Package Design	Jeff Reiner, Principal <i>Turnpost, Inc.</i>
Architectural:	Allan Quick, Quick and Associates Architectural
General Contractor:	MCL (Meyers Carlisle Leapley)
Attorneys:	Rochelle A. Mullen <i>Cline Williams, Wright Johnson &amp; Oldfather, L.L.P.</i>

**Estimated Production, Sales, and Income:** The following numbers are our projections of production levels, gross sales, and net income for the Nebraska Brewing Company during the first 3 full years of operation. Beer sales / production numbers being the most sound based upon very recent industry analysis, and direct feedback from the established distributors of Nebraska Brewing Company brands.

These production estimates do not currently factor in any expansion plans outside of our already established markets and will be undertaken in a ramped production method – starting smaller and driving up production capacities as appropriate.

Assumptions being used in this model are ~45% Cost of Goods Sold for canned products and ~40% Cost of Goods Sold for draft. The barrel aging program (The Reserve Series) has a much stronger margin with a base Cost of Goods Sold at ~20%. It should be pointed out that a 6 pack of beer can be produced and sold in roughly 1 week while it can take up to 8 months to produce a single bottle of Reserve Series Beer.

	bbls	Expense	Sales	Profit / Loss
Months 1-12	7,400	\$1,067,051.42	\$1,252,715.16	\$185,663.74
Months 13-24	7,400	\$1,498,974.64	\$2,936,900.15	\$1,437,925.51

Months 25-36	7,400	\$1,518,973.36	\$3,408,298.55	\$1,889,325.19
--------------	-------	----------------	----------------	----------------

The numbers being represented here are considered "loaded" unit costs in that taxes, labor, energy, chemical and other expenses are factored in to facilitate a better picture of what it takes to make our beer. Later, in the budgeting section, these elements are displayed separately to provide for the detailed breakout of cost elements.

Brand	Package Type	Unit Cost	Wholesale	Profit	COGS
<b>Brunette Nut Brown</b>					
	6 Pack 12 oz. Can	\$2.53	\$5.00	\$2.47	50.62%
	4 x 6 Pack	\$10.12	\$20.00	\$9.88	50.62%
	1/2 bbl keg	\$42.95	\$110.00	\$67.05	39.05%
	1/6 bbl keg	\$14.24	\$35.00	\$20.76	40.70%
<b>Cardinal Pale Ale</b>	6 Pack 12 oz. Can	\$2.71	\$5.00	\$2.29	54.23%
	4 x 6 Pack	\$10.85	\$20.00	\$9.15	54.23%
	1/2 bbl keg	\$47.93	\$110.00	\$62.07	43.58%
	1/6 bbl keg	\$15.90	\$35.00	\$19.10	45.42%
<b>Melange a Trois</b>	750mL Case	\$28.17	\$132.00	\$103.83	21.34%
<b>BA Hop God</b>	750mL Case	\$25.73	\$132.00	\$106.27	19.50%

<b>Apricot au Poivre</b>	750mL Case	\$25.07	\$132.00	\$106.93	18.99%
<b>Black Betty</b>	750mL Case	\$30.70	\$132.00	\$101.30	23.25%

## BUSINESS PLAN INTRODUCTION

Nebraska Brewing Company is defined as being a Craft Brewer. There are segments within this broad definition but at a high level, a Craft Brewer is defined as follows:

### **Definition of American Craft Brewer**

**Small:** Annual production of 6 million barrels of beer or less. Beer production is attributed to a brewer according to the rules of alternating proprietorships. Flavored malt beverages are not considered beer for purposes of this definition.

**Independent:** Less than 25% of the craft brewery is owned or controlled (or equivalent economic interest) by an alcoholic beverage industry member who is not themselves a craft brewer.

**Traditional:** A brewer who has either an all malt flagship (the beer which represents the greatest volume among that brewers brands) or has at least 50% of its volume in either all malt beers or in beers which use adjuncts to enhance rather than lighten flavor.

Four distinct market segments define the craft beer industry: microbreweries, brewpubs, regional specialty breweries, and contract brewing companies. Nebraska Brewing Company, prior to the implementation of a packaging brewery, is defined as a Brewpub. Post-packaging brewery implantation, Nebraska Brewing Company will be defined as a business entity operating both a microbrewery and a brewpub.

**Microbrewery:** A brewery that produces less than 15,000 barrels (17,600 hectoliters) of beer per year with 75% or more of its beer sold off-site. Microbreweries sell to the public by one or more of the following methods: the traditional three-tier system (brewer to wholesaler to retailer to consumer); the two-tier system (brewer acting as wholesaler to retailer to consumer); and, directly to the consumer through carryouts and/or on-site tap-room or restaurant sales.

**Brewpub:** A restaurant-brewery that sells 25% or more of its beer on site. The beer is brewed primarily for sale in the restaurant and bar. The beer is often dispensed directly from the brewery's storage tanks. Where allowed by law, brewpubs often sell beer "to go" and

/or distribute to off site accounts. Note: BA re-categorizes a company as a microbrewery if its off-site (distributed) beer sales exceed 75%.

**Contract Brewing Company:** A business that hires another brewery to produce its beer. It can also be a brewery that hires another brewery to produce additional beer. The contract brewing company handles marketing, sales, and distribution of its beer, while generally leaving the brewing and packaging to its producer-brewery (which, confusingly, is also sometimes referred to as a contract brewery).

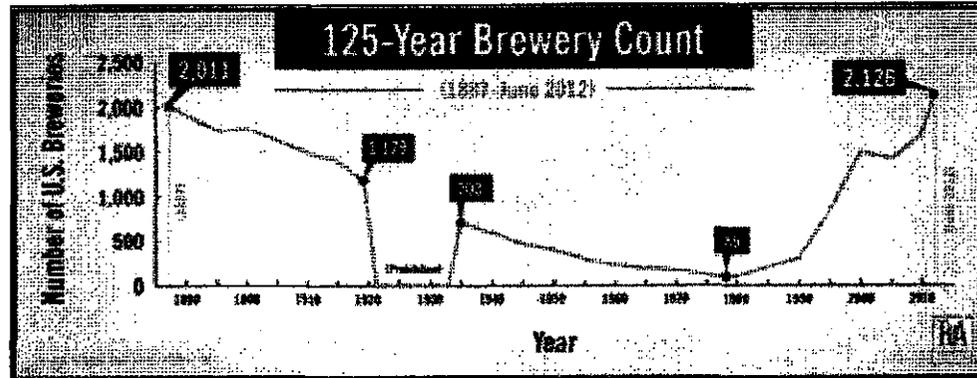
**Regional Brewery:** A brewery with an annual beer production of between 15,000 and 6,000,000 barrels.

**Regional Craft Brewery:** An independent regional brewery who has either an all malt flagship or has at least 50% of it's volume in either all malt beers or in beers which use adjuncts to enhance rather than lighten flavor.

In the late nineteenth and early twentieth centuries, the United States supported nearly four thousand breweries, the majority being independent local and regional operations producing a vast array of Old World beer styles. Without question, Prohibition nearly destroyed this brewing tradition.

Today, America is experiencing a revival of its brewing tradition with Craft Beer sales increasing in a market which is showing the traditional leaders declining rapidly.

The current demand for a greater variety of more flavorful beers originated with the import beer market. As the import beer market grew, beer drinkers had an opportunity to further educate their tastes to the great variety of world beer styles. As a result, the microbrewery and brewpub industry in the United States has benefited from the public's increased awareness of and demand for more flavorful beers. Currently there are over 2,700 breweries operating in the United States. (As of mid-year 2013 data)



- Craft brewers currently provide an estimated 100,000 jobs in the U.S., including serving staff in brewpubs.

#### Craft Brewing Facts

- Craft brewers currently provide an estimated 103,585 jobs in the U.S., including serving staff in brewpubs.
- Growth of the craft brewing industry in 2011 was 13% by volume and 15% by dollars compared to growth in 2010 of 12% by volume and 15% by dollars.
  - Craft brewers sold an estimated 11,468,152 barrels\* of beer in 2011, up from 10,133,571 in 2010.
    - The craft brewing sales share in 2011 was 5.7% by volume and 9.1% by dollars.
  - Craft brewer retail dollar value in 2011 was an estimated \$8.7 billion, up from \$7.6 billion in 2010.
- As of March 26, 2012, the Brewers Association is aware of 250 brewery openings in 2011 (174 microbreweries and 76 brewpubs) and 37 brewery closings (12 microbreweries and 25 brewpubs).
- 1,940 craft breweries operated for some or all of 2011, comprised of 1,063 brewpubs, 789 microbreweries and 88 regional craft breweries.

#### Other U.S. Brewing Industry Facts

- Overall U.S. beer sales were down an estimated 1.3% by volume in 2011, 1.2% in 2010.
  - Imported beer sales were up 1% in 2011 and up 5% in 2010.
- Overall U.S. beer sales were approximately 199,937,239 barrels and imported beer sales were 27,238,339 barrels in 2010.

- 1,989 total breweries operated for some or all of 2011, the highest total since the 1880s.

\* 1 barrel = 31 US gallons

As reported by the Brewer's Association, economic impact within the years 2006 through 2008 affected the Craft Industry from the perspective that growth was simply slowed but not to the extent that growth numbers went negative. 2008 forward began a trend of very healthy and robust growth year over year and while 2011 year end results have not yet been tallied, the first half of 2011 saw a 15% increase in dollar sales over the same previous period.

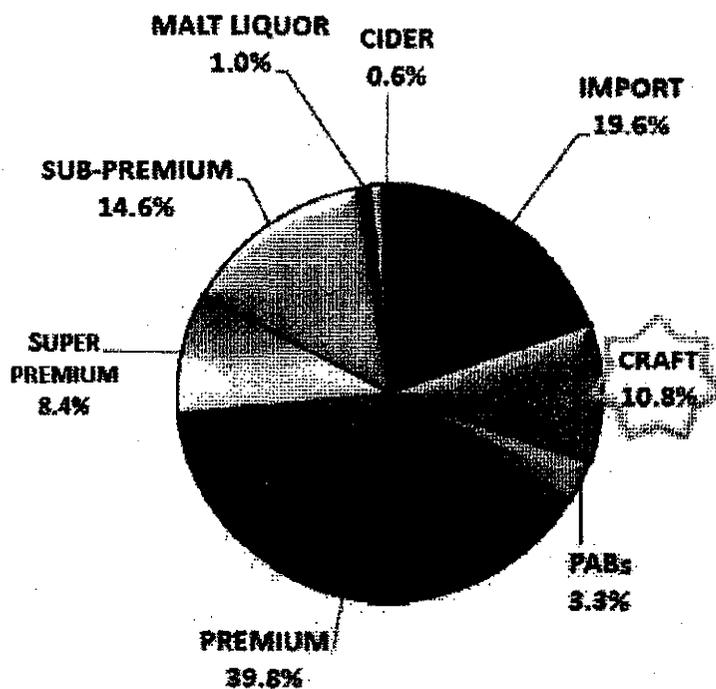
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# Beer Segments - Dollar Share & Change vs Year Ago

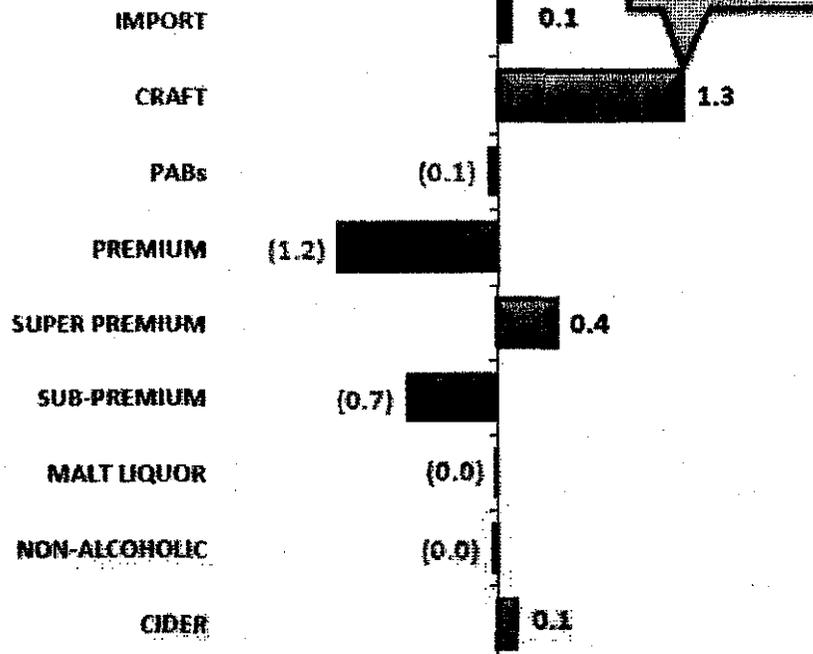
Total U.S. - Supermarkets

SIG ppt image

Dollar Share of Total Beer Category



Dollar Share Chg YA



SIG Data 52 Weeks Ending Jan 1, 2012

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Consumers are clearly demonstrating their demand for a greater variety of full-flavored beers. Unfortunately, beer does not transport well and most styles of beer begin to deteriorate in quality if they are not consumed within a few weeks of having been brewed. While this is clearly a disadvantage for imported beers, microbreweries and brewpubs are at a clear advantage in being able to deliver the freshest product to the consumer.

*Advantages of Microbreweries / Brewpubs:* Some of the greatest advantages in operating a small brewery appears in the areas of flavor, freshness & quality. For this reason, using the highest quality traditional ingredients – malted barley, hops, yeast, and water – is justified, rather than the chemicals and cheaper adjuncts such as corn and rice which are used by large scale brewers to cut costs. To be fair, while these ingredients are primarily considered to be cost cutting adjuncts, some very flavorful commercial recipes also include these ingredients. Fresh quality beer produced locally, without chemicals in processing or for preservation is the keynote of the microbrewing industry.

Additionally, within the Craft Beer industry, a growing awareness of the health benefits of moderate beer / alcohol consumption is driving Craft Beer into many of the same “elite” circles that wine used to enjoy almost exclusively. Across the nation, both the Craft Beer industry and accomplished Executive Chefs are moving toward food & beer pairings in the same fashion as we have all become accustomed to with wine and upscale menus. These pairings apply not only to upscale menus but extend down into entry level menu items as well. Craft Beer and its wide range of beer styles are being elevated in status in a manner that adds to the status it previously enjoyed – expanding and not simply moving in its market position.

Qualitative aspects within the direct control of the brewer are many – ingredient selection, yeast suppliers, the brewing process itself, refrigeration, lab analysis / testing, and water preparation / treatment. Of note here is the availability and consistency of the Papillion water supply. One of the unique characteristics that tend to differentiate one brewery from the next is the water itself. Nebraska Brewing Company has already learned in 4 years of brewing beer in this area, what the general water profiles present, and those beers best suited for this base water profile. Calculated adjustments are made to benefit other styles as needed.

The microbrewery has the additional advantage of bringing the beer drinking public into immediate contact with the equipment and operations associated with beer production. A well-designed brewery allows the public to witness first-hand the creation of the handcrafted beer they are drinking. Additionally, custom tours, tailored to the individuals themselves, can be conducted on an ad-hoc basis which will tend to build a bond between the public and the establishment – further developing brand identity and an association with the local market.

The Current Distribution Markets: At the time of printing, Nebraska Brewing Company is distributed in the following States:

1. Oregon
2. California
3. Nebraska
4. Missouri
5. Wisconsin
6. Pennsylvania
7. New York
8. North Carolina
9. Massachusetts
10. Rhode Island
11. New Hampshire
12. Iowa
13. Connecticut
14. Maryland
15. Washington DC

Distribution is undertaken by the following distributors:

1. Quality Brands of Omaha, NE
2. Double Eagle of Lincoln, NE
3. K&Z Distributing of Lincoln, NE
4. NebraskaLand Distributing of Grand Island, NE
5. Wuertele Distributing of Nebraska City, NE
6. Point Blank Distributing in Oregon
7. El Dorado Distributing in California
8. Beechwood Distributing in Wisconsin
9. North Kansas City Beverage in Kansas City, MO
10. Lohr Distributing in St. Louis, MO
11. Grey Eagle in St. Louis, MO
12. Krey Distributing in St. Peters, MO
13. Fuhrer Distributing in Pittsburgh, PA
14. Shangy's Distributing in Philadelphia, PA

15. Next Generation Distributing in North Carolina
16. Union Beer Distributing in New York
17. Seaboard Distributing in Massachusetts
18. L. Knife Distributing in RI, NH
19. Legends Distributing in MD, DC
20. Doll Distributing in IA
21. Craft Beer Guild in CT

Of note: At this time, Nebraska Brewing Company turns down approximately 5 to 7 new distribution requests on a monthly basis. Due to currently running at capacity and all barrel aged brands being in a "sold-out" status through 2013, the response to these distribution requests is to keep us in mind and we'll revisit expansion at such time as feasible.

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***Production Process:*** Brewing begins by cracking the highest quality malted barley with a roller mill. This grist is then mixed with hot water in the mash tun, producing mash. A sweet liquid called wort is filtered out of the mash and transferred to the brew kettle. The wort is then brought to a rolling boil and hops are added to contribute bitterness, flavor, and aroma. After boiling, the wort is whirlpooled and then transferred through a heat exchanger, cooling the liquid down to fermentation temperature. The wort is then pumped into the primary fermenter where yeast is added. After approximately one week of fermentation, the fresh ale is transferred to a cold conditioning tank where it is clarified and carbonated rapidly. Now at the height of freshness, the ale is racked to serving tanks where it is then transferred to either kegs or canned where it is ready to be distributed to the market and served.

***Management Team:*** Nebraska Brewing Company is a privately held corporation managed by the President and Vice President. The management team, officers, and shareholders, in compliance with the Company's articles of incorporation and bylaws, will make all major business decisions.

Reference the Management Team Section under Company Structure for a detailed description of the Management Team.

***Plan of Action:*** The following tasks in order of priority will be completed. First, the management team will pursue the required equity capital by means of this business proposal and a possible share offering circular form, which will be delivered to prospective investors (if a share offering is deemed appropriate or necessary).

Once the share offering has been delivered to prospective investors, the President, Vice President, Lead and other Brewer(s) and appropriate industry consultants, will complete the final building utility and brewery layout designs. Once these plans have been finalized, the president and brewery consultants will finalize overall facility layout with the architect and construction company. The brewery



consultant and team members will personally supervise the installation of the brewery. Additionally, the brewery consultant will further commission the system and undertake initial brewing operations with the President and other brewers.

While the capital equipment is being fabricated / acquired, the president will complete the process of acquiring all permits necessary to begin capital improvements or construction of the intended facility. Once a building occupancy permit has been issued, and while waiting for the main brewing plant and other equipment to be installed and commissioned, the management team will carry out the remainder of the facility refinements. At this time, the management team will also complete the process of filing for liquor and business licenses from the relevant federal, state, county and city authorities.

As the construction of the brewing facility is considered the most time consuming and labor intensive aspect of the brewery construction, it is within this time period that other construction aspects will begin so as to complete in conjunction with the completion of the brewing area. Cooler space, product storage space, inventory storage, packaging line, malt silo(s), general office space, spent grain facility, tasting room, loading / truck access space, barrel aging environment, keg washer, and cooperage storage are all areas of concentration.

The management team is seeking financing in the form of some combination of bank financing, investment capital, and other community incentive programs to contribute toward the costs of the capital equipment, improvements to the building, and the first several months operating capital. Discussions are now underway with the office of Nebraska Economic Development.

**Approximate Expenses – CAPEX / Consulting - Start-Up 2012**

<b>Brewing Equipment Subtotal</b>	\$823,876.00
<b>Packaging Design Subtotal</b>	\$31,850.00
<b>Construction Subtotal</b>	\$307,360.99
<b>Tasting Room Eq. Subtotal</b>	\$16,800.00
<b>Raw Materials Subtotal</b>	\$164,453.57
<b>Back Office Subtotal</b>	\$4,720.00

<b>Legal / Admin Subtotal</b>	<b>\$40,000.00</b>
<b>Operating Capital Subtotal</b>	<b>\$100,000.00</b>
<b>Project Total</b>	<b>\$1,489,060.56</b>

## PRODUCTS

*Initial Products:* Nebraska Brewing Company's packaging brewery will initially can 4 products. Cardinal Pale Ale, EOS Hefeweizen, IPA, & Brunette Nut Brown Ale. Draft beer will also be produced and kegged for these brands as well. For those other, lower volume brands such as Hop God, the Nebraska Brewing Company brewpub will continue to supply beer until such time as volume requires a transfer into the larger brewing environment.

*Suppliers:* One important element of our beers, which will help to ensure their popularity, will be the use of the highest quality, traditional ingredients. All of our ingredients will be purchased from the most reputable industry suppliers. Our malted barley will be supplied by Briess Malting Inc. They carry the finest domestic and imported specialty malts, which are needed for making excellent Craft Beers. Our hops will also be supplied by a combination of hop suppliers such as Hop Union, Indie Hops, Brewer's Supply Group and local growers as applicable. These hop suppliers carry all of the hop varieties currently and planned for use within Nebraska Brewing Company. Some of these relationships go back over the 6 year history of production.

Finally, our yeast will be supplied by White Labs. White Labs specializes in storing and shipping yeast cultures in such a variety that brewers have the opportunity to craft beers to their own particular flavor profile. White Labs is recognized within the industry as a leading, if not the foremost supplier in this field.

As the growth of the industry indicates, there are an increasing variety of handcrafted beers being made available to the American public. The advantage our beers enjoy in this market will stem from using the finest ingredients provided by the most reliable and reputable suppliers. In addition, our beers have their own unique flavor profile and are known within the industry as brands created to meet our exacting goals. Finally, our products will benefit from the additional demand, which is generated by the customer knowledge that these beers have been produced within the community with local pride. Nebraska Brewing Company is already a known brand and it is known for quality, innovation, and extremely high standards of excellence.

LEAD

*Descriptions of the 4 Beers to be Canned Initially:*

*Brunette Nut Brown Ale*



Our version of the classic English-style Brown Ale has a blend of six different malts and a hop schedule that results in a low hop character. The unique malt profile brings to mind the taste of a blend of various nuts. Medium brown in color and more reminiscent of a Northern English Brown Ale which tends to emphasize a nutty character vs. caramel. Smooth, malty, and easy to drink. 4.5% ABV

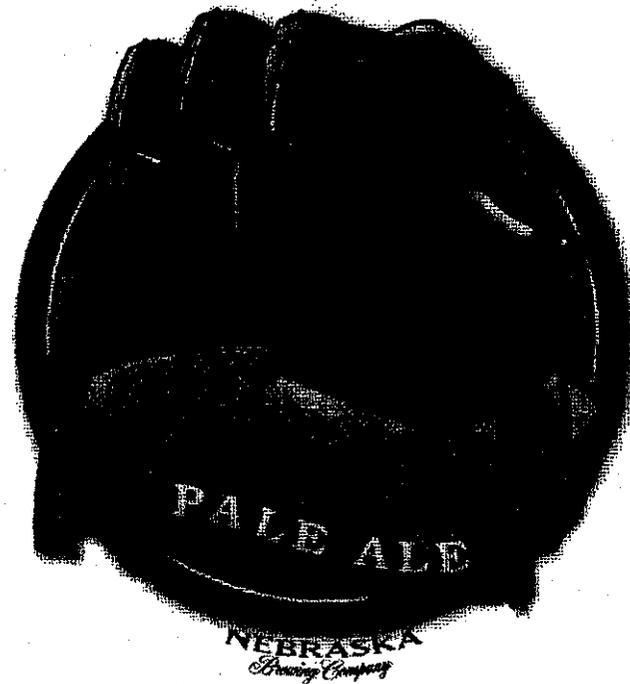
*Pale Ale (Cardinal Pale Ale)*



Light copper in color and characterized by a very pronounced floral / citrus-like aroma. Medium maltiness and medium bitterness. Classic American Strong Pale Ale. If you're looking for an excellent, and incredibly refreshing beer this is the choice for you. This Pale Ale is dry-hopped for 3 additional weeks to infuse the aromas into this beer that you'll find very unique. 6.1% ABV 35 IBU

*Information relative to the next likely canned brands:*

*Romancing the Cone India Pale Ale (IPA)*



Our West Coast inspired India Pale Ale is rich in flavor and abundant in citrus, pine, and floral aromatics created through a wonderful infusion of Citra hops. Completely refreshing and possessing a medium mouthfeel, crisp bitterness, and nearly balanced malts. Finishes dry with a head the creates excellent lacing. 7.0% ABV 71 IBU

*South German Style Hefeweizen (Wheat) (EOS Wheat)*



A German Hefeweizen that we originally named to more easily educate our guests as to the nature of this Ale. A medium bodied beer, pale in color, and deliberately unfiltered. More accurately classified as a Bavarian Hefeweizen. The aroma and flavor of this unfiltered beer is decidedly fruity and phenolic - smells and tastes like cloves or sometimes vanilla with accompanying banana-like esters. This banana character is present due to the use of a special variety of yeast used to produce this aroma. 5.2% ABV

Logo / Beer Label Development: Each of the currently developed beer logos have some link either to personal or professional history. There is a story behind everything and here are those for the 4 beer logos-

Brunette Nut Brown Ale – Early on, there was a desire to use World War II Bomber Nose-Art in the production of at least one of our logos. With (English) Nut Brown Ale as a style, brunette was easily envisioned as the woman within the logo. Working with a local artist, a series of draft logos were designed which embodied the nose-art style and a bag of nuts which follows the beer style. The resultant logo falls squarely within the realm of attractive and marketing-forward.

Cardinal Pale Ale – Back in the 1950s Paul's Grandparents, Harold and Peggy Lankton owned and operated the Cardinal Bar which was located in South Omaha. This logo was created with them in mind. It is believed that originally, the Cardinal Bar was named with the then Omaha Minor League team in mind – the Omaha Cardinals. The sign that used to hang over the front door has been carried forward in the particular font used in the word Cardinal of this logo. The word Cardinal is depicted in this logo in an identical fashion to how it appeared back in the day. It is remembered as a simpler time where friends found the Cardinal Bar a relaxing place to enjoy each other's company and forget about the daily pressures – it lives on through this logo.

India Pale Ale – One of Paul's passions is an affinity for antique motorcycles. A few years back, Paul found a 1946 Indian Chief in need of some TLC and gave it the care it needed over the next 18 months. At the end of this long period, a fully restored symbol of life immediately following World War II roared back to life. The logo in this particular beer style symbolizes both the actual beer trade between Great Britain and India (hence the name for the style) in an elephant used to carry casks of beer from the pier to the warehouses and the motorcycle that consumed so much time and effort. The word India in India Pale Ale in this logo is taken from the gas tank on this Chief Motorcycle. Simply dropping the last "n" from Indian resulted in the "India" used in this logo – font style of the original Indian Motorcycle Company being preserved.

EOS Wheat – Getting back into those early Interactive Voice Response days, the computers that answered the telephones used a system called EOS. For years, and for many within the company, it was thought that EOS was an acronym that stood for something based in the industry – Enhanced Operating System was commonly referred to. In actuality, it was a reference to the Greek Goddess of Dawn – apparently way back in the early 1980s, these computers were just "dawning" on the scene and a link seemed appropriate. It just so happens that the light nature of a wheat beer, the color, the lower alcohol content, the effervescent nature – all draw images tied to dawn elements. This mental linkage and the career aspects related to another EOS made the logo a natural. The logo is drawn to depict the Goddess of Dawn with an urn of Wheat Beer which she is pouring out for the world to enjoy.

Reserve Series Brands: In addition to the introduction of 4 canned beers, Nebraska Brewing Company will immediately implement an expansion of the barrel aging program which has met with great success. Currently, within the brewpub, Nebraska Brewing Company bottles 1 batch of Reserve Series Beer on average per month. Due to the extremely high demand, and low relative supply, these barrel aged releases are essentially "sold-out" prior to the completion of the beer. There are no contracts per-se on these bottlings but due to the allocated or rationed nature of the cases of this product, there is very high demand prior to release. There has been no available excess inventory in this line for roughly 48 months.

Given the 8 month span required to produce these beers, coupled with the elevated stature, and current industry rankings, beers within this Reserve Series enjoy the healthiest margins within the entire product lineup.

At this time, the Reserve Series employs 4 separate type of previously used oak barrels. French Oak Chardonnay, Brandy, New Missouri Oak, and Craft Whiskey barrels. The French Oak Chardonnay barrels are used 3 times and produce once each Mélange a Trois, Barrel Aged Hop God, and Apricot au Poivre Saison. The Craft Whiskey barrels are used twice and we intend to bottle Black Betty Russian Imperial Stout initially. We do currently also produce a 5<sup>th</sup> Reserve Series Beer using these Craft Whiskey barrels for a 2<sup>nd</sup> time – our Fathead Barley Wine but at this time, we do not intend to initially produce this beer on the larger volume system. Post-Business Plan construction, we have added 2 new beers to this product line. Sexy Betty is a version of our Russian Imperial Stout aged in Brandy barrels and a Belgian Quad called Responsibly.

Within the Internet sphere, 2 larger community-based beer rating systems exist to track the market acceptance of Craft Beer. BeerAdvocate and Ratebeer are the largest and most widely used. The Nebraska Brewing Company Reserve Series is rated within the A+ and B+ ranges on BeerAdvocate and between 96 and 99 points on RateBeer. These are some of the highest rated beers in the nation today.



Also, an expansion of our Inception Series (our experimental barrel aging program) will be undertaken as time, space, and our innovative nature permit. It is envisioned that numerous small batch experiments will be underway at nearly all times.

Future Products: In addition to these initial beers, it is quite easy to offer entire production batches of beer in draft form negating the need for separate art and package development. For example, our highly anticipated seasonal beer "Wick for Brains"

Pumpkin Ale has massive annual demand and greatly stresses the limits of production within the existing brewpub. Production of this beer in keg form within the larger facility will enable us to serve those markets that have been denied product in the past.

Further, Nebraska Brewing Company will also be able to add brands to our large-volume portfolio as deemed viable. Of the 120+ experimental beers created on our pilot system, and the ~50 seasonal beers that have been offered to-date, we have a war chest of over 150 beer recipes proven and at our disposal. This large war chest does not mean that we intend to produce these beers over time but it does mean that the intellectual capital is significant.

Although our beer recipes are designed to meet certain style parameters, which have been proven to be popular by other brewers in the industry, our beer recipes have been adjusted so that the final products have their own unique quality. We are not attempting to imitate the products of other brewers. On the contrary, we will produce our own unique ales within style parameters, which have a demonstrated track record of success.

*The Decision to Can Beer:* When starting a microbrewery, it is necessary to consider all available packaging options. This is especially true when it comes to the issue of how the product will ultimately be offered for sale. The issue of packaging is largely dependent on the amount of capital available and the nature of the local market. In the area of small packages, the obvious options are clear – either bottling or canning.

There are advantages in cans over glass that may not be entirely evident. First, cans are acceptable in many locations where bottles are not – such as poolside or on the beach. Second, from a brewer's perspective, cans do not allow any light to penetrate the package. With light being a significant factor in product degradation, an aluminum can negates this threat. Craft Beer in a can tastes almost identical to Craft Beer in a keg. Lastly, from a marketing perspective, a can provides much more area within which to label the package – a 12 oz. bottle is limited to the label itself.

Environmentally, the following items are noteworthy:

- Americans recycled nearly 55.5 billion aluminum cans last year, increasing the recycling rate to 57.4 percent – its highest level since 2000.
- Cans go from the recycling bin to store shelves within 60 days. Making cans from recycled metal takes 95 percent less energy and 95 percent less greenhouse gas emissions than using new metal.

- The aluminum can is the only package that more than covers its recycling costs, helping to finance the collection and recycling of other materials such as glass and plastic.

Operationally, weight is clearly a factor:

- Average weight of a full **12oz bottle**: 620 g
- Average weight of a full **12oz can**: 366 g
- 96 cases (one full 48" x 40" pallet) of 12 oz glass **bottles**, full weighs **3143 lbs** (not including pallet).
- The equivalent 96 cases of beer in 12 oz **cans** would weigh **1855 lbs**.
- A saving of **40% on the cost to get product to the consumer is a big number**.

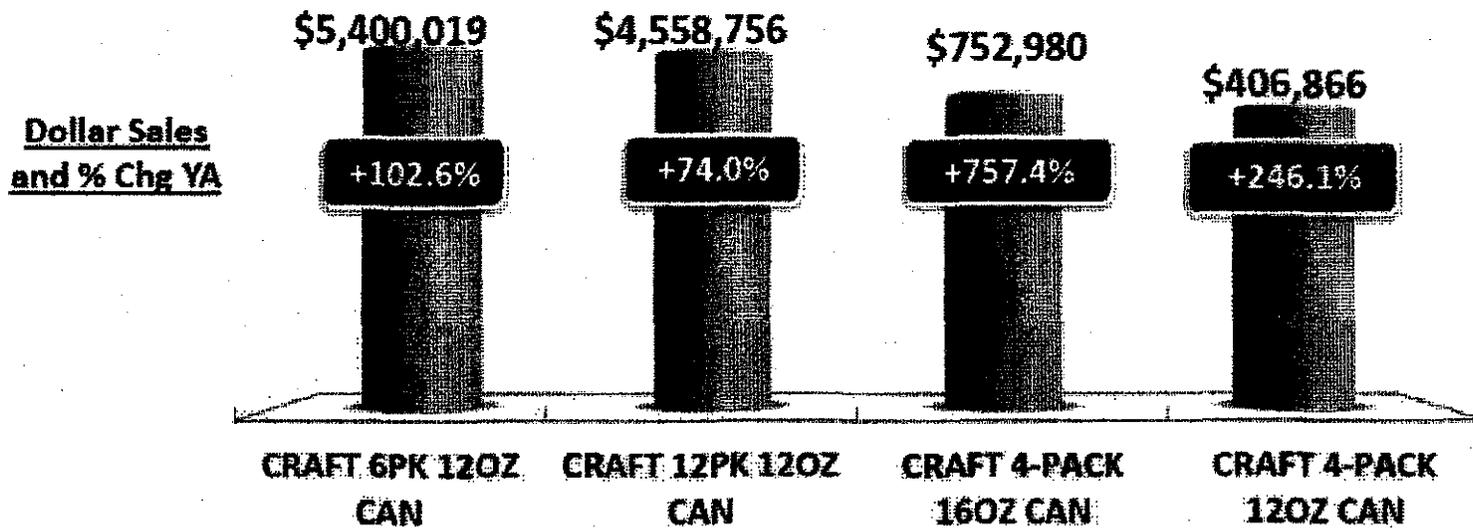
Given careful consideration to all options and the pros and cons, Nebraska Brewing Company has chosen to can its packaged products.

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## Total Craft Can & Key Pack Size Sales

Total U.S. - Supermarkets

Total Craft Cans	Case Sales	Case Shr of Craft	Dollar Sales	Dollar Shr of Craft
2008	40,632	0.2	\$1,235,178	0.2
2009	103,467	0.5	\$3,215,008	0.5
2010	184,731	0.7	\$5,778,569	0.7
2011	358,071	1.3	\$11,521,465	1.3



SIG Data 52 Weeks Ending Jan 1, 2012

SymphonyIRI Group

## THE INDUSTRY

*Industry History:* Within the brewing industry, Nebraska Brewing Company is considered to be a brewpub. The addition of a production canning facility will place Nebraska Brewing Company within 2 definitions of Craft Brewing – both brewpub and microbrewery. A microbrewery is any brewery producing less than 15,000 barrels of beer per year. A brewpub is a restaurant or tavern, which produces its own beer primarily for consumption on premises. Over the last fifteen years, the popularity of the craft brewing industry has allowed the microbrewery and brewpub business to grow at a revolutionary pace.

The microbrewing revolution began in 1977 with the birth of the New Albion Brewing Company in Sonoma, California. The primary characteristics, which distinguished New Albion and other new craft breweries from the established industrial breweries, were their small size, limited financing, and concentration on producing premium specialty lagers. The most significant difference was the fact that most new microbreweries were built from the grass roots by home brewers with more enthusiasm than formal training. Today there are over 2,700 Craft Breweries operating in the United States – with another 1,000 breweries in planning!

While many brewpubs were established in the 1980s and 1990s, the industry remains strong and continues to grow. Industry statistics demonstrate that while the major, traditional domestic brewing companies have flat to declining sales, the market for premium specialty products is expanding. Tastes are changing, and quality, variety, flavor, and freshness are what the beer drinking public is coming to demand. The brewing renaissance taking place in North America has proven that it is more than a temporary fad. On the contrary, it is becoming increasingly evident that every city, even small communities, have the potential to support at least one local brewpub and larger cities have the potential to support more.

Nebraska Brewing Company, out of necessity, began distributing beer in earnest toward the end of 2009 at a time when the economic downturn demonstrated that it could, in fact, negatively impact the Midwest. At that moment, it was determined that while casual dining demand was rapidly declining, we had a brewing system and beer products that were largely regarded as superior products when shown at national and regional beer fests and competitions. The decision was made to attempt to get these products into the hands of a larger, more craft beer savvy market at a time when neither Nebraska Brewing Company, nor the quality of beer being produced in Nebraska was considered positive by popular opinion. Largely out of ignorance.

Against the popular opinion that well-made Craft Beer could only come from areas such as California, Washington, or Colorado – Nebraska Brewing Company secured a contract with Union Beer Distributing in New York. Union is the largest, most highly respected distributor of Craft and Anheuser-Busch products on the Eastern Seaboard. Union Distributing evaluates and selects

1, possibly 2 new brewers into its portfolio each year – out of over 50 that it reviews. Nebraska Brewing Company had gained a foothold in an extremely competitive, highly populated, and emerging Craft Beer region.

Opinions about the Nebraska Brewing Company brands were both immediate and positive, and judging from the reviewers themselves, quite surprising. Nebraska Brewing Company brands were sought after and highly regarded – to which other Regional Distributors took note. And thus began the distribution march into far flung Craft Beer markets at a time when sales at the brewpub required additional support. Since then, as the economy has shown signs of recovery, both the brewpub and outside beer sales have grown, and along with it, the reputation of Nebraska Brewing Company.

As the microbrewing industry has grown and prospered, a whole host of associated industries has sprung up to meet the needs of microbrewers. Brewing consultants, equipment fabricators, ingredient suppliers, publicists, distributors, and even educational programs are now catering to the special needs of microbrewers and, as a result, making the business of small-scale craft brewing much easier today than it was just ten years ago. These enterprises are now devoting large sales staffs and significant resources to servicing the microbrewing industry, because they are confident that this is a growth industry for the future.

*Institutional Support:* As the microbrewing industry has grown and prospered, a variety of new professional organizations, trade associations, and educational programs have been established to assist microbrewers and to educate the public.

Professional and trade associations include: the Institute for Brewing Studies (a division of the Association of Brewers), Brewers Association of America, and the Nebraska Craft Brewers Association for local relevance.

These professional organizations perform many essential tasks for the microbrewing industry including; publishing industry statistics and information; representing the industry in legislative lobbying efforts; conducting trade shows and conferences; undertaking public relations with the media; and developing programs for brewery insurance, quality control, and continuing education for brewers.

Some important examples of the quality publications provided by these organizations include *Zymurgy*\* (American Homebrewers Association), *The New Brewer* (Institute for Brewing Studies), The North American Brewers Resource Directory (Brewers Publications), the Brewery Planner; A Guide to Opening Your Own Small Brewery (Brewers Publications), the Brewery Operations Series (Brewers Publications), and the American Brewer (Owens Publications). These and other publications are an invaluable resource for starting and successfully operating a microbrewery. The ever-increasing number of trade conferences and

microbrewing festivals which help to improve the quality of our product and educate the beer drinking public about our products includes: the Institute for Brewing Studies' Craft-Brewers Conference, the American Homebrewers Association National Conference, the Great American Beer Festival, and a rapidly growing number of local and regional beer festivals. Finally, in any discussion of institutional support we cannot neglect the educational programs, which recently have been designed, specifically, to further educate microbrewers. These programs include: the Beer Judge Certification Program; courses on quality control and brewing technology at the Siebel Institute of Technology in Chicago; and a variety of programs on sanitation, microbiology, brewing business management, etc., at the University of California at Davis.

The sources above represent only a portion of the proliferating number of institutional resources available to microbrewers today.

It should be stated that in the early days of operation, Nebraska Brewing Company took full advantage of many of these resources to gain a properly running beer production environment.

With 6 operational years of brewing under our belt, Nebraska Brewing Company recognizes the great value within these programs but has grown largely self-sufficient when it comes to operating a brewery and pursuing qualitative improvements.

Industry Prospects: Well into the fourth decade of the microbrewing revolution, a variety of statistical evidence clearly demonstrates that this industry is much more than a temporary fad. We are at this time witnessing a proliferation of microbrewing enterprises, trade associations, institutional support, and beer festivals, organized specifically to celebrate craft brewing. Likewise, the great number of associated industries, which view the microbrewing industry as an important market for their products and services, is a strong indication that the microbrewing phenomenon has matured into a stable industry – and will continue to grow and expand not only domestically but internationally.

Industry statistics on annual production levels, malt beverage sales, tax assessments, and contemporary trends in the sales and consumption of various alcoholic beverages, indicate a growing consumer preference for craft beers. In both the United States and Canada, beer is the alcoholic beverage of choice. However, while the production of major domestic brewers and the volume of imported beers have declined recently, the specialty beer market shows no signs of slowing down. In fact, 2010 showed the Craft Beer industry expansion at 11% annually as reported by the Brewer's Association.

Additionally, from a long-term growth perspective related to craft brewing:

1. Consumers understand beer styles to a far greater degree than 15 years ago when the industry was expanding into available markets. Pale Ale is a common phrase and nearly all Americans are familiar with the terms brewpub and microbrewery.
2. There is still a lot about beer styles that the American public does not know, such as the characteristics of different styles. This bodes well in an "age of discovery" for the beer drinker. Beer drinkers are excited about the latest releases from breweries and understand far better the pairing of the right beer with the right food.
3. Craft brewers are ideally oriented to the changes in the marketplace. Craft brewers can make whatever they choose, can innovate in small batches and packaging, and can experiment with new products without much risk.
4. More than half of the American population lives within 10 miles of a craft brewery.
5. Flavor and diversity appears to be creating more beer enthusiasts overall. A major difference between the current growth acceleration and the run-up of the 1990's is that the statistics show an increase in the public's interest in beer. Membership in the American Homebrewer's Association is up 10% in one year – an indicator that there are a growing number of enthusiasts that did not necessarily exist during the 90s when craft beer experienced its first major growth spurt.

A potentially negative trend, which may affect the industry, is neo-Prohibitionist legislation, which cuts into the profit of brewers or restricts their market (i.e., alcohol warning label requirements and restrictions on the sale and consumption of alcoholic beverages, perceived allergens etc.) will always remain a threat. However, lately a greater amount of information has become available proving the healthful aspects of moderate drinking. In addition, the microbrewing industry and support institutions such as the Institute for Brewing Studies are working to protect their interests.

An area of concern for established brewers at this moment, given the large number of breweries in planning, is the emerging consumer. If we consider for a moment that most, but not all, of the emerging breweries will make exceptional beer, that still leaves a number who may never make good beer. Eventually, economic realities will force another shakeout within the industry but concern exists that the emerging consumer, not yet educated on actual quality craft beer, may encounter these off-brands and be put off by the industry as a whole. The industry is dedicated to helping all craft brewers who ask for assistance.

Growth in Adversity: Despite the important efforts of so many pro-craft brewing groups, the potential for new taxes will continue to be the greatest threat to the microbrewing industry. As the largest profit margin will be extracted within the brewing facet, this is an area to be watched with interest. Although small brewers have been exempted from the latest Federal Excise Tax increase, this exemption could be lifted, or other state and local taxes could be imposed. It is important for this reason to consider the potential impact of higher taxes on our industry.

Recent statistical analysis of beer sales has reached the conclusion that beer sales are relatively price inelastic and respond more slowly to increases in the price of beer. These studies would seem to indicate that a not unreasonable rise in taxation on beer would only result in a minor drop in beer sales. Although the determination of who bears the cost of a given price increase is complicated, these studies indicate that with a product as price inelastic as beer, the increase will probably be paid by the retail customer.

One additional set of conclusions from these studies concerns price increases and product substitution. The evidence indicates that there is probably little substitutability, among consumers between beer, wine, and distilled spirits. This means that (all other factors remaining constant) an increase in the price of one category should not result in the substitution of another category of alcoholic beverage. Consequently, we may conclude that the growth in sales of specialty beers, which are priced as a premium product, is the result of changing consumer tastes, not changes in the price structure of beer.

Studies of income elasticity also demonstrate that beer sales are relatively inelastic with respect to the consumer's income. Recent industry reviews, which consider the impact of the business cycle on beer sales, have reached the conclusion that the business cycle has little discernible influence on the microbrewing industry. Finally, industry statistics clearly show that throughout the last recession, the microbrewing industry continued to grow at an impressive rate.

Clearly there are threats to our industry, but statistics demonstrate that consumer tastes and preferences are changing. In such a market, the best strategy is to provide the consumer with the highest quality product. Beer drinkers are also voters who will go to great lengths to reject unreasonable attacks on their favorite beverage.

## **THE MARKET AND COMPETITION**

*Potential Customers / Trade Area:* The trade area will target the immediately surrounding markets initially. The State of Nebraska, Missouri, Iowa and possibly Wisconsin will see the earliest shipments of canned products from Nebraska Brewing Company. Over time, our other existing and established markets will have the opportunity to purchase these new packages. Many distributors have openly stated that they are investing their time and effort in us in this earlier stage knowing that our strategic plan is to can our products. Some have been waiting for years.

As our canned products will be the newly added facet to our product lineup, our already established brands will find new locations within areas where we already have beer in bars and restaurants. Existing brand awareness provides a strong springboard from which we can launch into grocery stores, gas stations, liquor stores, and the carry-out coolers within many of the locations which already carry our products.

It is estimated that packaged beer (cans in our model) represents 80% of all beer sales with draft beer holding a 20% market share. Nebraska Brewing Company will be capitalizing on the entry into the largest beer sales segment in markets already known and established.

Additionally, as operations, expertise, and production permit, the pent-up distribution demand can be serviced at a later date. Initial demand in existing markets is already high and when the market begins to learn that we now have cans to add to our offering, latent demand will become evident.

From a locally competitive perspective, Nebraska Brewing Company will join the ranks of Blue Blood Brewing, Emyrean Brewing, Lucky Bucket Brewing, Granite City, Schilling Bridge Winery and Brewery, Spilker Ales, Thunderhead Brewing Company, and within 12 months, possibly 4 or 5 other startups.

While it is true that there are already new and some established local brewers making a packaged product, Nebraska Brewing Company is the only one within the lineup already being distributed across so much of the nation and known in some many locations outside of its home-market. Nebraska Brewing Company has won more awards since opening its brewing doors than all of these other breweries – combined.

It should be stressed that while there are others, the package beer market has much more elasticity with regard to adding more brands. Consider that the draft beer market, your local bar or restaurant, may only have 4 tap handles – which are fiercely fought for in the draft beer arena. This newly introduced suite of products offered in cans will find itself within much larger product aisles and cooler space. Nebraska Brewing Company cans and other packaging will be a stand-out in addition to leveraging the quality of the known brands.

Competition: Locally available and locally produced beer – Using RateBeer as a reference point, the top 10 beers produced within the State of Nebraska are listed below along with their rankings and statistical rating on a maximum percentile scale of 100 points.

The first section contains the rankings of all beer available in the State of Nebraska as of 1/17/2012 and the second section shows the top 25 beers produced by those breweries calling Nebraska home as of this same date. These are national rankings in that all beer drinkers contribute to these standings.

It is a strong statement when evaluating the upper grid of all beer available to Nebraska from every brewery offering beer to the State that Nebraska Brewing Company is the ONLY local brewer occupying slots with 4 of those top 25 belonging to products in the lineup.

In the grid below of locally made, Nebraska-produced beer, Nebraska Brewing Company occupies 9 of the top 10 slots and 15 total of the top 25. From a consumer perspective, Nebraska Brewing Company rates exceedingly well against the local competition.

*Best Beers Available in Nebraska as Reported by Ratebeer.com*

These are the best beers you can find in this region's stores and restaurants based on the availability information provided by RateBeerians in this area. A beer has to have 5 or more ratings to be listed here.

Name	Brewer	Ratings	Pub
1 Amager Hr. Frederiksen	Amager Bryghus	541	99.735580719727
2 St. Ambrose Oatmeal Stout	McAuslan Brewing	1146	99.5238890350117
3 HeBrew Genesis 15:15	Shmaltz Brewing Company	69	99.4179502191263
4 Boulevard Imperial Stout	Boulevard Brewing Company	270	99.3649510676621
5 Mikkeller I Beat yoU	Mikkeller	334	99.3119296128972
6 Nebraska Brewing Company Reserve Series Black Betty Russian Imperial Stout	Nebraska Brewing Company	106	98.8334272056281
7 Boulevard Bourbon Barrel Quad	Boulevard Brewing Company	354	98.7800808945591
8 Great Divide Belgian Style Yeti Imperial Stout	Great Divide Brewing Company	219	98.7266919437459
9 Weihenstephaner Hefe Weissbier	Bayerische Staatsbrauerei Weihenstephan	1864	98.6732585130641
10 St. Bernardus Tripel	St. Bernard Brouwerij	1318	98.6197787641452
11 Amager Fru Frederiksen	Amager Bryghus	224	98.6197787641452
12 Boulevard Tank 7 Farmhouse Ale	Boulevard Brewing Company	430	98.3516210351581
13 Nebraska Brewing Company Reserve Series Barrel Aged Hop God	Nebraska Brewing Company	91	98.3516210351581

14	Odell Myrcenary Double India Pale Ale	Odell Brewing Company	224	98.2978248785507
15	Boulevard Collaboration No. 2 White I.P.A.	Boulevard Brewing Company	149	97.9194942550474
16	Boulevard Dark Truth Stout	Boulevard Brewing Company	315	97.8651741777278
17	Nebraska Brewing Company Reserve Series Melange a Trois	Nebraska Brewing Company	94	97.8107804665255
18	Ommegang Hennepin	Brewery Ommegang (Moortgat)	1696	97.427811885068
19	Verhaeghe Duchesse De Bourgogne	Verhaeghe	1687	97.3727645453889
20	Bush de Noël (Scaldis Noel)	Dubuisson	905	97.2070770964013
21	Weihenstephaner Vitus	Bayerische Staatsbrauerei Weihenstephan	769	97.0405344243849
22	Boulevard Harvest Dance Wheat Wine	Boulevard Brewing Company	218	96.7609341671639
23	Nebraska Brewing Company Reserve Series Apricot au Poivre Saison	Nebraska Brewing Company	58	96.7046940649572
24	Boulevard Chocolate Ale	Boulevard Brewing Company	125	96.1933447076886
25	New Belgium Abbey	New Belgium Brewing Company	872	96.1359203634468

*Best Beers Produced in Nebraska as Reported by Ratebeer.com*

These are the best beers, as rated by RateBeerians everywhere, that are brewed by the brewers of this area. A beer has to have 5 or more ratings to be listed here.

Name	Brewer	Ratings	Score
1 Nebraska Brewing Company Reserve Series Black Betty Russian Imperial Stout	Nebraska Brewing Company	105	98.8334272056281
2 Nebraska Brewing Company Reserve Series Barrel Aged Hop God	Nebraska Brewing Company	91	98.3516210351581
3 Upstream Grand Cru	Upstream Brewing Company	85	98.1900533489377
4 Nebraska Brewing Company Reserve Series Melange a Trois	Nebraska Brewing Company	94	97.8107804665255
5 Nebraska Brewing Company Reserve Series Apricot au Poivre Saison	Nebraska Brewing Company	58	96.7046940649572
6 Nebraska Brewing Company Reserve Series Barrel Aged Fathead	Nebraska Brewing Company	55	95.6717865474432
7 Nebraska Brewing Company India Pale Ale (2011-)	Nebraska Brewing Company	23	95.6131525755812
8 Nebraska Brewing Company Hop God	Nebraska Brewing Company	67	94.2842873901098

		Company		
9	Nebraska Brewing Company New Oak-aged Rye IPA	Nebraska Brewing Company	20	93.9709083702177
10	Nebraska Brewing Company Black Betty Russian Imperial Stout (Draft)	Nebraska Brewing Company	12	92.8698747878974
11	Upstream Gueuze Lambic	Upstream Brewing Company	52	92.5348984901694
12	Nebraska Brewing Company Apricot au Poivre Saison (Draft)	Nebraska Brewing Company	15	91.7788493331748
13	Lucky Bucket IPA	Lucky Bucket Brewing Company	76	90.9225443912019
14	Thunderhead Cornstalker Espresso Stout	Thunderhead Brewing Company	15	90.0314499307599
15	Jaipur Jalapeño Ale	Jaipur Restaurant & Brewpub	12	89.6494684197588
16	Lucky Bucket Certified Evil 2010	Lucky Bucket Brewing Company	47	87.7241241564061
17	Nebraska Brewing Company Cardinal Pale Ale	Nebraska Brewing Company	38	85.0923344661357
18	Nebraska Brewing Company Smoked Porter	Nebraska Brewing Company	10	80.0148880837062
19	Nebraska Brewing Company Infinite Wit	Nebraska Brewing Company	25	77.3614840823689
20	Nebraska Brewing Company EOS Wheat	Nebraska Brewing Company	39	74.0610233617956
21	Upstream Ebenezer	Upstream Brewing Company	15	73.9392348306603
22	Empyrean Dark Side Vanilla Porter	Empyrean Brewing Company	110	73.4494684066404
23	Nebraska Brewing Company Brunette Nut Brown (2010-)	Nebraska Brewing Company	20	70.8117523817667
24	Empyrean Luna Sea ESB	Empyrean Brewing Company	67	67.9365175743024
25	Upstream Firehouse Red Lager	Upstream Brewing Company	10	66.3243931635172

As a rule, craft beer brewers generally produce a quality product. For this reason, it is the responsibility of each individual brewing entity to make some effort to help consumers distinguish their beers from those of their competitors. Some brewing companies rely on the excellent quality of their products and word of mouth as their strongest marketing point. This strategy is often

used by new brewing companies, which in the early years have less capital available for advertising. Other pioneer microbreweries benefit from greater brand recognition, due to their longer operating history and easily recognizable logos.

Another way to win loyal consumer support is to develop a distinctive flavor profile, such as a characteristically assertive hop flavor. This method is evident within many of the Nebraska Brewing Company brands in that they are brewed to-style without taking operational and ingredient shortcuts from other beers being brewed within the brewery.

In contrast to these methods, some brewers spend thousands of dollars on a strong advertising campaign through the local media to increase their market share. Others with smaller advertising budgets may choose to rely on less expensive, but often equally effective point-of-sale promotional materials.

All of the brewers competing in our overall market rely on some mix of the above marketing strategies to acquire a base of loyal support and then increase their market share. Nebraska Brewing Company will likewise pursue a marketing strategy appropriate to its production goals, financial means, and the particular characteristics of our target markets. Our marketing strategy will be carefully discussed in the next section of this business plan. However, it should be emphasized here that the demand for microbrewed products is growing and as the statistics demonstrate, the microbrewing industry's share of the beer market is also growing.

Most microbrewers / owners are in agreement that competition is healthy. The great variety of microbrewed products available to consumers has only served to further educate the beer drinking public to the quality of our products, creating ever-greater demand. Although we are in competition with other microbrewers, our share of the market will not come so much at their expense, as it will at the expense of imported beers and domestic industrial brewers whose customers are gradually shifting to fresher and more flavorful microbrewed products.

*Market Size and Trends:* For the purposes of this document, the focus will be upon Craft Beer vs. an overall analysis of all beer within the United States. Additionally, as Nebraska Brewing Company, relative to its Craft Beer production, is operating in a footprint which spans to both coasts and many states in between, a macro level analysis of United States Craft Beer and trends is in order.

At this time, complete 2011 data is the most recent industry-available data.

**2011 Craft Beer Industry**

- Growth of the craft brewing industry in 2011 was 13% by volume and 15% by retail dollars.

**2011 Craft Beer Industry Production Volume**

<b>Regional craft breweries</b>	9,029,607 bbl
<b>Contract brewing companies</b>	228,504 bbl
<b>Microbreweries</b>	1,441,505 bbl
<b>Brewpubs</b>	768,536 bbl
<b>Domestic Craft Beer Sales</b>	
2011	11,468,152 barrels
2010	10,133,571 barrels

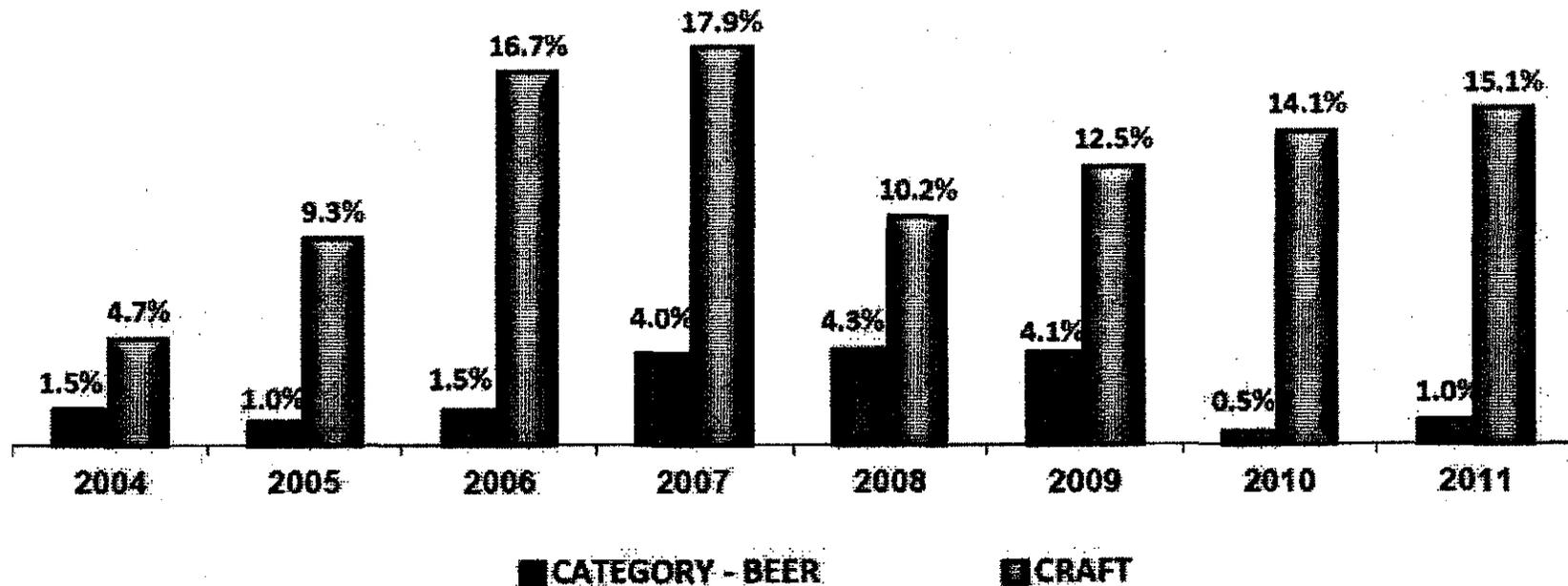
Using the Brewer's Association as our source data, we believe initial Nebraska Brewing Company sales to be limited only by our ability to rapidly ramp production up to an initial annual goal of 8,500 bbl. within the production facility and a planned reduction in brewpub capacity (due to a transfer of some production responsibilities to the production facility) to approximately 1,400 bbl. While this document serves to communicate information relative to the production facility alone, it should be noted that both the existing 10 bbl. brewhouse within the Shadow Lake location and the 30 bbl. production facility will be producing Craft Beer.

While Nebraska Brewing Company will be packaging beer primarily for Off-Premise Sales, a portion of brewing capacity will also be servicing draft accounts (bars and restaurants selling kegged beer). Roughly an 80% / 20% market share respectively exists for these segments. For the 80% Off-Premise market share (the canned product) IRI reports trend data below:

Nationally, as reported by IRI (Industry Resources Inc.) in the Beer Channel for period ending January 2, 2011 – the Micro / Craft beer segment was outpacing all other segments in a robust fashion.

## Beer Category vs. Craft Segment - Dollar Sales % Change vs YA Total U.S. - Supermarkets

The Craft Segment achieved it's sixth consecutive year of double-digit Dollar Sales percent change growth



SIG Data 52 Weeks Ending Jan 2, 2011

SymphonyIRI Group

Micro / Craft beers represent aggressive growth rates as reported in the above data which is propelling this sector to gain more market share year over year. Within the Top 10 Micro / Craft ranked styles – of the top 7, Nebraska Brewing Company will launch the canned product line with 4 styles that fall into this grouping. Romancing the Cone IPA, EOS Hefeweizen (Wheat), Cardinal Pale Ale and Brunette Nut Brown Ale (classified as an Amber Ale in the graph below)

Also of note is that through existing Craft Beer production and pilot brewing within the Shadow Lake brew house, Nebraska Brewing Company has top selling brands within 5 of the 6 top styles reported below. Seasonal and Variety listings are general groupings and not actual styles.

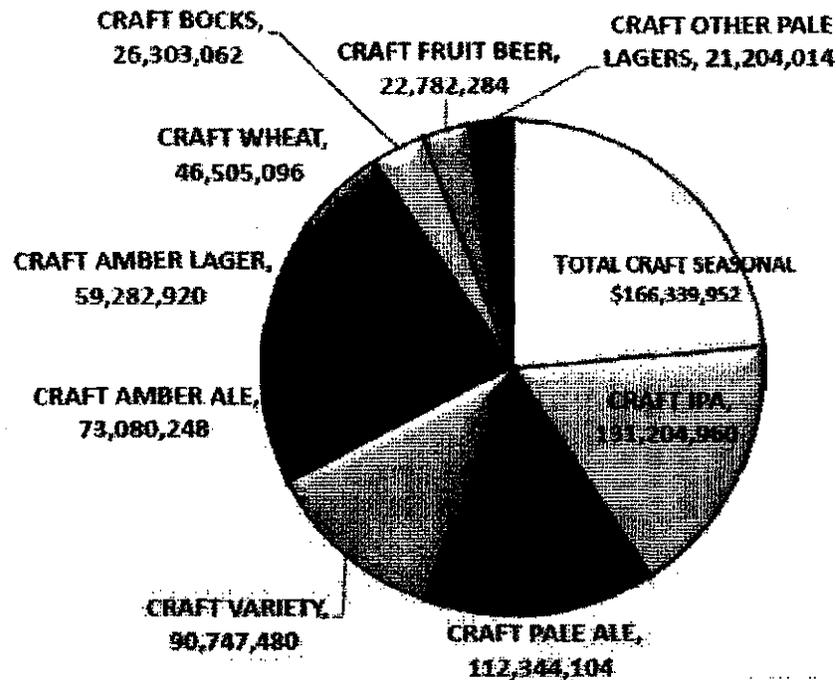
DRAFT

# Top 10 Craft Beer Styles

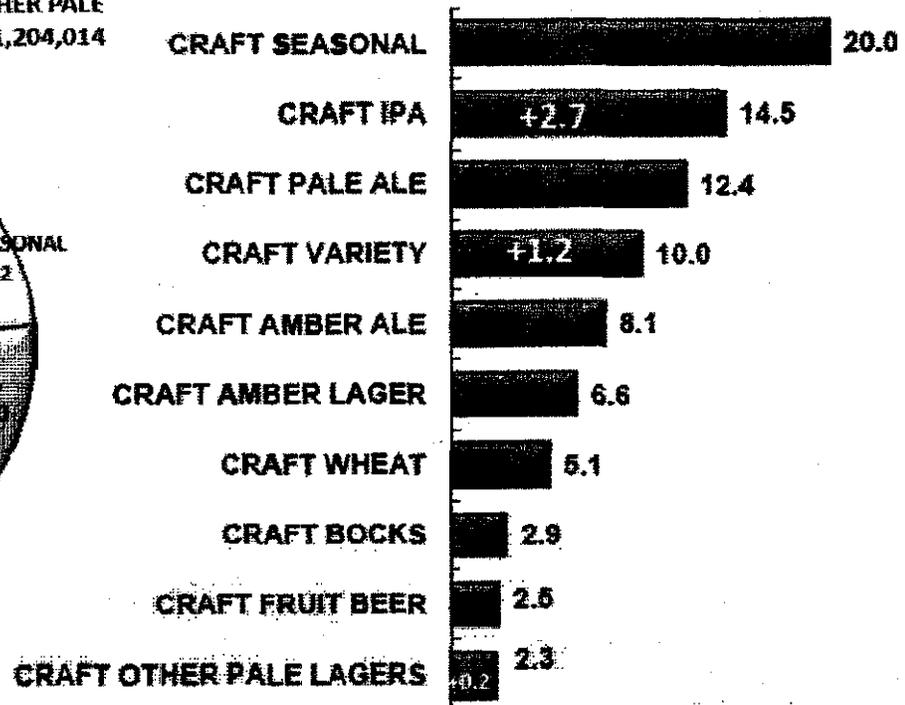
## Total U.S. - Supermarkets

The Top 10 Craft Styles Account for 85% of Total Craft Dollar Sales

Top 10 Craft Styles



Dollar Share of Total Craft & Chg vs YA



SIG Data 52 Weeks Ending Jan 1, 2012

SymphonyIRI Group

***Estimated Wholesale Pricing Methodology:*** From a competitive standpoint within the Craft Beer segment, consumers are indeed price-conscious but are willing to pay additionally given beers of higher perceived quality. Nebraska Brewing Company, given its current reputation as an innovator and brewer of high quality and award winning beers, will price itself marginally over a mid-market price point for the canned product line. Draft beer (kegged beer) will follow suit and given this approach, can be expected to compete aggressively in the 20% market share that is draft tap handle space within an establishment.

Reserve Series beers (Melange a Trois, Apricot au Poivre Saison, Black Betty Russian Imperial Stout, Fathead, and Barrel Aged Hop God) will maintain their current pricing in the upper echelon of finely crafted barrel aged beers. However, given the economies of scale inherent in a larger brewing facility, many of the existing base costs such as ingredient and packaging costs will fall. Given this drop in base costs, some consideration will be given to a reduction in wholesale cost to the distribution channel. While this could mean great things to the end consumer, there is also a good deal of concern that historically, price reductions at the brewery do not ultimately wind up at the consumer. It is an unfortunate situation in that retailers, in many cases, see a drop in base costs as an opportunity to net a greater margin while maintaining the originally struck price points. Nonetheless, opportunity exists here to reduce product cost and increase distribution scope and frequency. Lastly, while production costs of the Reserve Series can be reduced, the time to produce this product cannot be altered. It will still require nearly 8 months' time to create and ship each Reserve Series beer – tying up materials, space, and consuming man-hours in the process. The costs below are not loaded (do not include labor, commodities, overhead, taxes etc.) and are to be used as a basis for recipe production only. The example being used for canned beer is the Brunette Nut Brown Ale.

<b>Canned Beer</b>	<b>Unit Cost</b>	<b>Cost to Distributor</b>
6 Pack 12 oz. Can	\$1.81	\$5.00
4 x 6 Pack	\$7.23	\$20.00
1/2 bbl keg	\$23.01	\$110.00
1/6 bbl keg	\$7.63	\$35.00

<b>Reserve Series</b>	<b>Unit Cost</b>	<b>Cost to Distributor</b>
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750mL Case	\$26.02	\$132.00
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## ASSUMPTIONS

- Annual growth rate in national Craft Beer sales will continue to escalate as Craft Beer moves toward 6% overall market share *within the segment of Beer*. Given a current 5% market share, there exists tremendous upside potential assuming a quality product, good reputation, and striking packaging.

Pertaining to growth, all current projections reflect the base system as-built and hold the capacity fixed at 8,500 bbls of annual beer production. The core brew-house that is being built / installed can easily produce up to approximately 50,000 bbls of beer per year with the addition of fermentation and bright beer tanks. These tanks can be added incrementally.

The following is the dollar value break-down in overall sales for the first three full years.

This assumes some small ramp in canned and draft beer with Reserve Series products being sold in the 8<sup>th</sup> month of production. As BA Hop God and Apricot au Poivre Saison require previously used barrels, their production cannot begin until such time as barrels become available. Thus, there will be some shift from early volumes of canned and draft production capacity into Reserve Series as time progresses. For the purposes of projections, this analysis does not run the brewing system at capacity to allow for a spreadsheet that appears more uniform in nature.

### *Projections By Dollar Value:*

	bbls	Expense	Sales	Profit / Loss
Months 1-12	7,400	\$1,067,051.42	\$1,252,715.16	\$185,663.74
Months 13-24	7,400	\$1,498,974.64	\$2,936,900.15	\$1,437,925.51
Months 25-36	7,400	\$1,518,973.36	\$3,408,298.55	\$1,889,325.19

These figures are based on the previously stated assumptions and represent our projections of sales targets to be achieved by the management team of Nebraska Brewing Company

## MARKETING PLAN

*The Fundamentals:* It is the intention of the management team to establish the long term profitability and success of the Nebraska Brewing Company by carefully concentrating on and building a core group of satisfied customers. We recognize that ultimately our customers are Craft Beer drinkers and are continually improving their palates and seeking greater quality in the beers they consume. Consequently, the key to our basic marketing strategy is to continue to make the highest quality beers possible, and continue to innovate and separate ourselves from the lowest common denominators of both craft beer and craft beer brewers.

Our effort to make the best beer possible will be achieved by the following means: First, all beer profiles and recipes have been selected after careful market research to determine exactly what is popular among Craft Beer drinkers in our target markets. The most important aspects of our research came from the Brewer's Association and IRI Scan Data. Having made the decision as to what flavor profiles we will initially produce, careful thought and consideration has been given to construct a brewing facility in such a manner as to be elastic in brewing capacity. A 30bbl brewhouse can brew smaller batches to begin production and in later phases, fermentation and bright beer tanks can be inserted alongside the existing system to expand production as demand requires.

Production of our target beer styles is not a first-time effort. Nebraska Brewing Company has been producing these initial beers for over 6 years with both scientific and qualitative refinements being made along the way. In an effort to gauge independent and educated input, in 2009 Nebraska Brewing Company began to enter competitions with nearly all of its production beers. Competition performance was used as a baseline in many cases as a tool for improvements to not only the recipes themselves but also within the operational aspects of production.

Another key aspect of our operations, which is intended to ensure we continue to make the best beer possible, is our determination to use only the finest brewing ingredients available. Only ingredients which we feel are appropriate based upon our own expertise and reputations within the industry will be used, without exception. We have made certain that our suppliers all have excellent reputations among the brewing community and provide consistently high quality inputs at all times. Nebraska Brewing Company is prepared to find new sources of brewing materials whenever our current suppliers fail to meet the exacting standards of the Nebraska Brewing Company. It should also be noted here that the phrases "premium ingredients" and "highest quality" are

arbitrary and while many within the industry may employ those terms relative to marketing, only those making truly great products adhere to the ethos.

As a final note regarding the design of our recipes, we intend to carefully monitor the responses of beer drinkers to our products when they first reach their target market and long after. Consumer feedback will be the means by which we gauge the reactions of beer drinkers to our products, so that we may make any necessary adjustments.

*Reputation:* At this time, Nebraska Brewing Company enjoys a lofty position within the Craft Beer sphere. Nebraska Brewing Company has an excellent reputation for quality, innovation, and the packaging of its 750mL Reserve Series line. Excellent reputations take time, consistency in products, positive reviews by consumers, press, appearances at trade shows / beer fests, awards, hype, and the expectation that whatever comes next – people want it. Even prior to canning and the opening of this production facility, great anticipation already exists within the consumer ranks as well as the distribution tier.

Only a quality product will create consumer loyalty in our core markets and ensure regular growth in sales as that market expands.

*Off-Premise Wholesale Sales:* The wholesale distribution channel is the key to sales. Through our network of 20+ existing and future beer distributors, we intend to sell the bulk of our production. (as mentioned previously, some beer will be sold back to the Nebraska Brewing Company brewpub and other smaller amounts will be sold in the onsite tasting room) 12 oz. canned product will comprise the lion's share of distributed product with kegged beer comprising the next largest package size. Lastly, our bottled Reserve Series line will also have some amount sold back to Nebraska Brewing Company's brewpub with the balance being sold in the wholesale channel.

In the early days of beer distribution for Nebraska Brewing Company (the local focus) it was felt that distributors who were smaller in nature, had some ties to the Craft Beer world, and had fewer customers to service would provide a better rapport with Nebraska Brewing Company and would be able to better sell the NBC brand. At the time as well, it was felt that Anheuser-Busch distributors possessed some distaste for the Craft Brewing community and viewed it merely in a light of market share erosion.

Ownership changes within Anheuser-Busch, economic shift, consumer brand awareness, and the advent of non-exclusivity within the Anheuser-Busch distributors (along with a better, more educated, distribution focus within Nebraska Brewing Company) has resulted in most of the current Nebraska Brewing Company distributors of the Anheuser-Busch variety. When the first AB house

was contracted (Union Beer Distributing of New York), it was immediately apparent that AB distributors were eager, educated, well-funded, connected to a vast consumer base, and possessed advantages and economies of scale that the early Nebraska Brewing Company distributors did not have.

Of the 20+ distributors that are working with Nebraska Brewing Company, 14 of the 20+ are of the Anheuser-Busch variety. These perform at a much higher level professionally, operationally, and outsell the other distributors hands down. In a large sense, had Nebraska Brewing Company not begun to garner the reputation for quality products that it did, it follows suit that the AB houses would likely not have been interested in our brands. We feel very grateful to have the distribution talent that we do. Many of these distributors began carrying our brands knowing that we could not distribute product in quantity at that time but were planning for that day when we could. The entire portfolio of distributors stand ready to begin selling our off-premise products as soon as we can become operational.

*Facility:* Building requirements for this brewing / canning facility are commercial in nature. Envisioned is a warehouse-type location with accommodations for moderate water consumption (assume between 3 and 5 times water consumed for every gallon of beer produced), sewage, power to supply a boiler, loading dock, expandable interior cooler space, high ceilings either at 16 or 24 foot height, and enough unused or available space for expansion so as to accommodate growth without relocation.

Concrete floors, sloped drains, small office space, restrooms (with showers), and from a public / casual observer perspective, a tasting area (coupled with the barrel aging environment) and seating for a moderate number of guests.

Brewery tours would be conducted on weekends and the available space could be made available for private parties, club gatherings, or the occasional social event.

At this time, it is not envisioned that Nebraska Brewing Company would own this space and would likely lease the facility. An area in the neighborhood of 28,000 square feet appears appropriate at this stage in planning.

From purely an operational perspective, this facility can be located in any light industrial area but should be considered in close proximity to the existing Nebraska Brewing Company brewpub and possibly the main Omaha distributor – Quality Brands. Although these considerations meets basic operational goals, it should be noted that this is not a requirement.

In the tasting room of the brewing facility, customers will be able to make a variety of retail purchases. Initially we will have a small selection of T-shirts for sale. As economically feasible, we will include other promotional items to increase our merchandise sales.

*Pricing:* As mentioned previously, our wholesale pricing strategy is designed to make our beers competitive and to achieve a profit, while at the same time positioning our products among the best beers being produced by our competitors. Relatively speaking, our draft prices will fall in line with high quality draft beers and our Reserve Series case prices are situated at the upper end of today's pricing spectrum.

DRAFT

<b>Canned Beer</b>	<b>Unit Cost</b>	<b>Cost to Distributor</b>
6 Pack 12 oz. Can	\$1.81	\$5.00
4 x 6 Pack	\$7.23	\$20.00
1/2 bbl keg	\$23.01	\$110.00
1/6 bbl keg	\$7.63	\$35.00

<b>Reserve Series</b>	<b>Unit Cost</b>	<b>Cost to Distributor</b>
750mL Case	\$26.02	\$132.00

A further aspect of our pricing strategy is our determination to maintain stable prices over a substantial period of time. Although we cannot be certain that significant changes to our cost structure will not occur, it is our plan to maintain prices at a level which will not cause undue hardship to our retail channels. Changes in price will only take place when our own costs rise appreciably and thereby threaten the minimum profit margin we require to meet our operating costs and achieve our projected growth targets. Price changes will also be considered whenever our products fall significantly out of alignment with the median price being asked by our major competitors. This last item is not considered to be significant.

It is somewhat expected for a new brewery that the initial batches of beer will not fall into the expected results category. In many cases, planned batch failures are built into business plans to account for the dumping of more than 1 startup batch of beer. In fact, Nebraska Brewing Company had planned to dump between 3 and 8 batches of beer within the first year of operation for the brewpub. Failure to dump sub-par beers could result in damaged reputation or a destruction in customer base. Nebraska Brewing Company has been operational in beer production for over 4 years – and has never made a single batch of beer which required dumping. Those of us brewing, running quality control, and active in the industry have a passion for what we do – a desire to be among the best. Nebraska Brewing Company should be viewed in a light of quality first.

Given this, we are not building into our startup model any planned batch failures.

Promotional Merchandise: Promotional merchandise, such as t-shirts, glassware, lapel pins, etc., will be priced reasonably in order to realize a consistent profit. At this time, the promotional aspects of these sales vs. the profit potential are the prime driver for sales in this area.

Food in the Tasting Room: Nebraska Brewing Company's production facility will not be built to serve food to the public who chooses to visit for the purposes of tasting / sampling the products or touring the facility. Due to the inherent nature of also having an operational brewpub, we will cater to the facility for special events and make limited food items available for purchase on other special occasions – to be prepared and served under the existing Nebraska Brewing Company food license at the separate facility.

Advertising and Promotions: As President, Paul Kavulak is responsible for point-of-sale promotions and advertising. Initially, point-of-sale merchandise will be designed with the assistance of Turnpost, Inc. and will be developed in a joint fashion with leaders among the existing beer distributors who know the retail market best. There are already existing products and designs and to a limited extent, these can be extended to cover the growth in the off-premise market. For example, coasters, table tents, sell sheets, and some limited signage designs exist. Printing is typically handled by the distributors themselves and for those who lack an in-house printing facility, centralized vendors such as Grandstand Inc., out of Lawrence, KS can be used for glassware, coaster printing and other medium to large scale POS items as needed.

The President is also responsible for carrying out all direct advertising of Nebraska Brewing Company products, to the consumers in our chosen markets. Advertising will be conducted through the local print media. It is envisioned that leading, more generalized advertising will occur in industry relevant trade magazines as needed. These generalized ads will tout the arrival or advent of Nebraska Brewing Company in cans and will segue into ads and promotions by the retailers themselves. In many cases, these leading ads can be co-opted by the distributors in those markets.

Over the past 6 years, Nebraska Brewing Company has taken out limited advertising in some of these locations both on the National (Draft Magazine), and local (Philly Beer Scene) level to promote general awareness. These newer ads will focus more on the availability of off-premise products.

Public Relations: The President will actively pursue a strategy of meeting with local groups which are concerned about issues related to alcohol consumption. It is our intention to develop an open dialogue and positive relationship with the local citizens groups which advocate responsible drinking. Likewise, we will take the initiative to foster a cooperative relationship with local law enforcement agencies, to show them that we are as concerned about alcohol misuse as they are. At the Nebraska Brewing Company, we advocate the enjoyment of quality beer in moderation, not the consumption of alcohol in large quantities. In order to avoid any

potentially harmful publicity in the future, which may stem from the misuse of our products, we will make certain that the relevant interest groups understand that we take the issue of alcohol misuse as seriously as they do.

*Intellectual Property:* All brand names, beer recipes, trade secrets and other relevant operational practices are the Intellectual Property of Nebraska Brewing Company. In the areas surrounding our Internet presence, the following URLs have been secured: nebraskasbrew.com, nebraskabrewingcompany.com, and nebraskabrewingco.com. At this time, it is [www.nebraskabrewingco.com](http://www.nebraskabrewingco.com) that will be the utilized URL. A continual effort to secure our intellectual property will be undertaken. Nebraska Brewing Company represents a geographically descriptive name and will likely not be placed on the Principal Register of the United States Patent and Trademark Office (USPTO) until the mark has gained secondary meaning through approximately 5 years of use. At the 5 year mark – which is this November of 2012, we will take the steps necessary to secure its use. Currently, we are pursuing numerous trademark registrations (Sept, 2013)

Further, with the advent of Facebook, Twitter, Untappd and the various other sphere entities, we have taken the time to establish our Facebook presence, register a Twitter handle (@nebrewingco), and take control of our Untappd presence. We have also worked to establish a Social Media / Web Presence individual and have this person active nearly every day of the week updating and corresponding with an engaged public.

Nebraska Brewing Company also owns the trademark “Serving The Ale Nation” as part of its startup endeavors. This mark pertains to the Ale Nation – a Member’s Only annually renewable club whereby members pay a fee to drink our experimental beers. This is also a Loyalty program in that for every dollar spent, a point is earned for later prize rewards. The program is in its 5<sup>th</sup> year and it is likely that this program will extend into the production brewery in some fashion.

Nebraska Brewing Company has been using the tagline “World Class in Every Glass” but does not currently own the trademark to this however is currently pursuing with a Trademark attorney.

## **COMPANY STRUCTURE**

*Management Team:* The following is a list of the key management roles and the individuals who will be responsible for them.

*President:* Paul Kavulak has overall responsibility for the start-up and daily operation of the Nebraska Brewing Company

Paul is an accomplished brewer with over 15 years of experience and professionally, prior to the start-up of Nebraska Brewing Company, Paul was the Senior Vice President of Technology Integration at West Corporation where he worked increasingly with the Mergers and Acquisitions group, Product Development teams, and drove innovation throughout the various business units within the

corporation. Just prior to this most recent activity, Paul ran all of IT within the West Corporate structure, had a team of 470 individuals and oversaw a budget of approximately \$150,000,000.

Paul has been researching and preparing for this project for several years and has a solid understanding for the brewing process and the market potential for Craft beer. While the initial goal of being a hands-on, daily brewery were the driving force to begin the endeavor, the business realities of running the business, expanding markets, and increasing production have caused Paul to focus outside of the brewery. That said, the brewery is his primary day-to-day focus, albeit at an operational level.

Paul will oversee major elements such as building improvements, graphic arts, any relevant audio / visual, major facility design, and the installation of the brewery. Paul will secure financing, and acquire and service wholesale distribution accounts. Paul will also brew as time permits and will be responsible for all tasks related to daily beer production. The President will oversee all operational aspects of Nebraska Brewing Company.

Vice President: Kim Kavulak will act as vice president which involves providing assistance to the president at every level of the brewery start-up and daily operations. Should the president be temporarily unable to perform his roles as president and head brewer, the vice president will be sufficiently familiar with all aspects of the business that the vice president will be able to train and supervise any employees needed to assist her in the full operation of the business. Kim will also carry out the licensing process, undertake ancillary advertising, promotions, etc. but will remain the General Manager relative to restaurant operations. She will also oversee the management of the Tap Room (the promotional product aspects) and its retail sales.

Kim's professional background was gained within First Data Corporation as a Project Manager where multiple simultaneous high pressure, high demand projects were her norm. Kim thrives on ever-increasing levels of involvement and detail. For the majority of the past 4+ years, Kim has worked at the General Manager within the brewpub overseeing all operational aspects to include accounting, payroll, general staffing, promotions, liquor, accounts receivable and payable and other duties as necessary.

Lead Brewer: In the daily operations phase of the project, Tyson Arp will be responsible for all tasks related to the production of beer. The president will supervise the design of all product recipes and any necessary adjustments to those recipes. The head brewer will perform the regular brewing routine and all tasks associated with preparing Nebraska Brewing Company products for the market. The Head Brewer will also be directly responsible for ordering product, interfacing with various vendors and general inventory control. This position will also be tasked with the management of sales orders, shipping, and receiving.

Brewer: Sam Riggins will act as a supporting brewer and will also directly brew beer and undertake daily operations as directed by Tyson Arp.

It is also envisioned that an entry level brewer, and possibly an assistant will be hired to continue brewing operations within the existing brewpub. Should these other brewers be deemed necessary, they will operate under the Supervision of the Head Brewer.

General Administration: XXX will be responsible for all tasks associated with accounts receivable, accounts payable record keeping, and the preparation of all production and sales reports required by the relevant licensing agencies. General administration may include some administrative tasks associated with the existing brewpub as to shift some day-to-day operations from the Vice President, thereby freeing up time to concentrate on new areas of responsibility.

The president and vice president believe it is important to be personally involved with every facet of the company's operation. This same philosophy extends to the management of our corporate accounting, which we intend to be directly involved in.

The president and vice president feel confident that with the assistance of the employees discussed below, they can perform the tasks outlined above. They have a long standing relationship of nearly twenty-five years and a well demonstrated record of working together to solve problems. Also, the management team will be assisted in many areas by the specially contracted professionals discussed below. For further information on the credentials and experience of the management team, see their attached resumes.

Consultants: Various consultants are being utilized as necessary and appropriate throughout the planning stages and will continue through business launch. Qualified CPA, Legal, Architectural, Engineering, Brewing, Marketing, Graphics Arts, and Community Development individuals are either already associated with this project or are currently being sought.

The management team is committed to the success of this plan. All decisions will be made with the best interest of the business and other investors in mind. Whenever necessary, the management team will rely on the assistance of professionals on an as-needed, contractual basis.

Management Compensation: For his responsibilities as President and Head Brewer, Paul will draw an annual salary of \$xxx.00. For her responsibilities as Vice President, Kim will draw an initial annual salary of \$xxx.00. The Head Brewer will draw an annual salary of XXX.

At this time, the management team is receiving no compensation or payments from the company. Salaries will commence at such time as financing has been secured and operations are officially put in motion. All future wage increases or bonuses will be

granted to the president, vice president, and general manager as a reward for significant production and sales increases, but only after due consideration by the Board of Directors.

Board of Directors: The Nebraska Brewing Company has been established by its founders and management team, Paul & Kim Kavulak, as a corporation under the laws of the state of Nebraska. The Board of Directors meets monthly to conduct any such business as may come before it. The activities and affairs of the corporation are managed by the Board of Directors. The Board of Directors has delegated responsibility for management of the day to day operation of the business to the management team of Paul Kavulak & Kim Kavulak. Members of the Board of Directors receive no compensation for their services and all directors hold office until the next annual meeting of the shareholders or until their successors have been elected and qualified. Executive officers are appointed by the Board of Directors and serve at the pleasure of the Board of Directors.

Executive Officers: The directors, executive officers, and significant personnel of the Company will consist of up to 7 members who will be named within the coming calendar year and appropriate with the growth of Nebraska Brewing Company. Membership counts will be kept to odd numbers so as to prevent deadlocked voting. Likely positions are listed below with those known members named.

Chairman of the board  
President  
Brewery Manager  
Director

Paul Kavulak  
Tyson Arp

Executive Treasurer  
Vice President  
General Manager  
Director

Kim Kavulak  
Kim Kavulak

Executive Secretary  
Director

Kim Kavulak

Employees: The Nebraska Brewing Company is scheduled and budgeted to hire additional full time employees as outlined in the budget. Current budgeting shows a first year calendar that includes capital construction with an expected go-live within the 5<sup>th</sup>

calendar month after formal receipt of a cold shell. Employees are outlined to be hired at appropriate intervals so as to properly train them before full brewery operation commences.

It is the management team's philosophy that employees are an asset to the company, not a drain on resources. We intend to train our employees thoroughly, treat them well, and provide them with appropriate responsibilities. Our goal is to develop and retain a core group of employees who will contribute to the success and growth of Nebraska Brewing Company

Supporting Professional Services: The following individuals or businesses will be contracted by the Nebraska Brewing Company to provide services during the start-up and operational phases of this project. See Attachments for their resumes and references.

General Contractor: MCL (Meyers Carlisle Leapley)

Legal Representation: Rochelle Mullin (Cline Williams)

Brewing Systems Consultant: Rob Soltys of Premier Stainless Systems. Rob and his team have already presented Nebraska Brewing Company with a design and price point that has been selected as our future brewing platform.

Canning / Packaging Consultant: Wild Goose Canning Systems, Boulder CO

Bottling / Bottling Packaging Consultant: Dave Meheen, President of Meheen Manufacturing

Financing: Beginning work to select primary financing source. It is still undetermined at this time whether bank debt or a private placement, or a combination of both is appropriate for this plan.

The management team comes to this project with a variety of important skills and experiences which will benefit the Company. In those areas where they lack experience, the management team has wisely decided to contract on a temporary or part-time basis with qualified professionals. In this way, the Nebraska Brewing Company will be provided with all the necessary professional support, and costly mistakes will be avoided.

## **BUILDING AND CONSTRUCTION PLAN**

Permanent Facilities: Final location has not yet been determined. As mentioned above, heavy industrial space comprised of approximately 28,000 contiguous square feet is desired. As work progresses within this plan and financing direction is determined, work will intensify in this area.

The building will be constructed / renovated to be comprised of the following distinct sections:

1. The Production Floor (Brewing Facility)
2. The Tasting Room
3. The Packaging Space
4. The Cooler
5. The Loading Dock / Shipping Area
6. The Corporate Offices

Building Improvements: The following building improvements will be carried out in order to prepare the space for brewpub operations.

1. Assess concrete load requirements
2. Preparation of plumbing
3. Pour new flooring / footings where / if needed
4. Identify product to seal concrete
5. Installation of boiler
6. New infrastructure – all electrical, plumbing, HVAC etc.
7. Construction of new interior space as per architectural
8. Construction of new exterior space – spent grain, grain silo etc.
9. Construction of tasting room / barrel aging area
10. Preparation of any store front or signage as necessary.

The above list represents the primary building improvements, which must be completed to prepare the space for operation. These improvements must be completed before the brewing, packaging, and cooler equipment can be installed and connected to the

necessary utilities. The president will be assisted by the Head Brewer and general contractor in the planning, coordination, and execution of these building improvements. Of particular note here is that architectural and interior design phases will commence as quickly as possible but have not yet been undertaken. This, and overall engineering, will be put out to bid at the earliest possible time. The estimated costs of these improvements are included in the financial plan cost schedule.

Subcontracting: In addition to the building improvements listed above, the following utility upgrades will be carried out by licensed professionals:

1. Electrical
2. HVAC
3. Plumbing
4. Sewage

The president, through a competitive bidding process, will choose the subcontractors appropriate to the areas listed above. The president will be assisted in these choices and in the overseeing of the work of these professionals by the Head Brewer and Vice President.

#### The Commercial Facility Purchase Agreement

Thought has been given to the facility to the extent that purchasing an existing facility appears more appealing at this stage due to the equity that is built year-over-year. Obviously, maintenance costs will be higher to include snow removal, area maintenance, and similar items but this should be offset in the longer term given the increase in overall value to the company.

Conversely, a lease is appealing from the perspective of lower initial debt load and subsequent maintenance expense. Further, if a facility could be located that comprised the base space needed for startup operations, and had adjacent bays that could be vacated and made available to Nebraska Brewing Company at a later date, this may be preferable than acquiring a facility that may house expected expansion space for possibly 3 years+. At this time, the commercial real estate market in the Omaha / Papillion area shows numerous locations available and given the current economic condition, it is a buyer's market.

In either case, there is activity in this area. An absolutely minimum operational space (excluding tasting room) would be approximately 8,100 square feet based upon industry calculations against expected annual production. It is likely that this calculation

also excludes space for barrel aging and an additional bottling line as this facet is a somewhat newer phenomena. Given other same-sized breweries, it appears to make sense to be in the 25,000 square foot range. This would create a scenario where startup operations would occupy the minority of space on day 1. Should the budget allow, it would make some sense to err on the size of more space vs. less given the unknown aspects when considering forklifts, floor paths, storage areas etc. Also, architectural will have the largest bearing on actual needs but this will come at a later date.

Insert full details of facility / construction agreement here

## OVERALL SCHEDULE

The following is an outline of the representative tasks which must be performed or milestones which must be achieved during the start-up phase of operation. This outline represents our projections of the time required to perform these tasks. These tasks have been ordered both chronologically and by priority and are not necessarily representative of calendar months. These periods are intended to reflect milestone sections within an overall project plan. Any / all areas that can be run in parallel will to undertake the previously mentioned aggressive pursuit of a go-live date as quickly as possible.

### Milestones:

These Milestones are representative and upon project initiation, a master project plan will be developed and managed by the President. All disciplines will construct project plans relevant to their areas of responsibility and will roll up into the master project plan. Overall project tracking will be undertaken by the Nebraska Brewing Company Management team.

### PERIOD 1

Finalize Business Plan  
Finalize all base equipment bids and refine estimates  
Begin to Raise Capital  
Raise Investor Equity Capital if Needed  
Meet with Potential Investors to Promote Share Sales

### PERIOD 2

Complete Framing of New Walls, Doors, Etc.  
Install HVAC Systems  
Framing and Wiring Inspections  
Place Initial Packaging Orders

#### PERIOD 7

Order Other Raw Materials  
Install Cold Room and Refrigeration  
Receive and Take Delivery of Brewing Equipment  
Install and Hook-up Brewing Equipment  
Complete Building Improvements / Construction  
Finalize all Interior Operational and Task Lighting

#### PERIOD 8

Final Occupancy and Health Inspection  
Receive Final Permits and Licenses to Operate  
Complete Brewery Installation and Hook-Up  
Make Final Equipment Purchases  
Begin Installing Fixtures and Furnishings for Tasting Room / Barrel Area  
Final Utility Inspections  
Begin Test Brewing  
Begin Advertising in Local Printed Media  
Meet with Distributors to Discuss First Sales / Initial Orders

#### PERIOD 9

Verify Full Operation  
Paint Corporate Logo on Frontage  
Prepare First Shipments

	bbls	Expense	Sales	Profit / Loss
<b>Months 1-12</b>	7,400	\$1,067,051.42	\$1,252,715.16	\$185,663.74
<b>Months 13-24</b>	7,400	\$1,498,974.64	\$2,936,980.15	\$1,437,925.51
<b>Months 25-36</b>	7,400	\$1,518,973.36	\$3,408,298.55	\$1,889,325.19

3 Year Budget: Depicted here in somewhat micro typeface form are the current detailed 3 year expense and income projections:

Estimated Nebraska Brewing Co. Production Brewery Budget for Calendar Months 1 Through 12													Annual	Percentag
	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Budget	Expense
Item	Budget													
1100 CPA				\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$4,500	0.42%
1200 Attorney	\$5,000	\$15,000	\$15,000	\$15,000									\$50,000	4.89%
1300 Contract Labor - Brewery													\$0	0.00%
1400 Alcohol License													\$0	0.00%
1500 Architectural	\$22,663												\$22,663	2.12%
1700 General Contractor							\$50,000						\$50,000	4.89%
1700 Insurance			\$1,800	\$1,800	\$1,800	\$1,800	\$1,800	\$1,800	\$1,800	\$1,800	\$1,800	\$1,800	\$18,000	1.69%
1800 Warehouse / Equipment													\$0	0.00%
1900 Building / Lease Payments					\$11,000	\$11,000	\$11,000	\$11,000	\$11,000	\$11,000	\$11,000	\$11,000	\$88,000	8.25%
2000 Working Wages													\$0	0.00%
2100 Real Estate Taxes													\$0	0.00%
<b>Total</b>				\$500	\$500	\$500	\$50,000	\$500	\$500	\$500	\$500	\$500	\$102,500	10.00%

2300	Creative / Marketing	\$0	0.00%
2400	Travel	\$1,328	0.43%
2500	Dues & Subscriptions	\$166	0.12%
2600	Market Research	\$1,080	0.33%
2700	Parking Lot / Snow Removal	\$700	0.13%
2800	Professional Dues/Training	\$0	0.00%
2900	Small Tools Parts & Equip	\$300	0.20%
3000	Office Supplies	\$100	0.07%
3100	Seminars & Conference Fees	\$0	0.00%
3200	Security System	\$83	0.05%
3300	Water	\$700	0.52%
3400	Electrical	\$1,500	1.02%
3500	Sewage	\$200	0.15%
3600	Phone	\$100	0.07%
3700	Gas	\$900	0.67%
3800	Postage	\$1,050	0.70%
3900	Pest Control	\$100	0.07%
4000	Event/Event Services	\$150	0.10%
4100	Miscellaneous	\$0	0.00%
4200	Medical/Travel	\$20,000	14.99%
4300	Hops	\$9,800	3.67%
4400	State Tax	\$6,840	5.07%
4500	Federal Tax	\$5,040	3.91%
4600	CO2	\$1,000	0.75%
4700	CO2 Tank Rental	\$700	0.52%
4800	Travel Services	\$5,244	3.97%
4900	Car	\$19,000	14.24%
5000	Cost Total	\$44,740	33.46%

5100	Freight				\$4,200	\$4,200	\$4,200	\$4,200	\$4,200	\$4,200	\$4,200	\$4,200	\$4,200	\$4,200	\$33,600	3.15%													
5200	Various State Licensing Fees														\$0	0.00%													
5300	6 Pack Carrier				\$2,857	\$2,857	\$2,857	\$2,857	\$2,857	\$2,857	\$2,857	\$2,857	\$2,857	\$2,857	\$22,853	2.14%													
5400	Coke Can				\$3,323	\$3,323	\$3,323	\$3,323	\$3,323	\$3,323	\$3,323	\$3,323	\$3,323	\$3,323	\$26,984	2.48%													
5500	750mL bottle													\$36,855	\$36,855	3.45%													
5600	750 label													\$3,143	\$3,143	0.29%													
5700	750mL Bottle Caps													\$0	\$0	0.00%													
5800	Pallets				\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$41,177	3.84%													
5900	MicroStar					\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$36,036	3.38%													
6000	Phone System													\$0	\$0	0.00%													
6100	Tasting Room Supplies				\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$1,400	0.13%													
6200														\$0	\$0	0.00%													
<b>Monthly Expense Totals</b>														\$27,663	\$35,099	\$36,300	\$27,967	\$107,954	\$107,141	\$146,941	\$107,141	\$816,341	\$112,985	\$117,641	\$147,838				
														<b>Total Year 1 Expense Budget</b>		\$1,067,051	100.00%												
<b>Revenues</b>														\$0	\$0	\$0	\$0	\$0	\$136,719	\$185,999	\$185,999	\$185,999	\$185,999	\$185,999	\$185,999	\$185,999	\$185,999	\$1,252,715	
														<b>Income</b>		\$1,252,715	5												
														<b>Year 1 Profit / (Loss)</b>		\$185,664													
<b>Expense Breakdown by Production Division Budget for Calendar Months 13 through 24</b>														<b>Actual</b>	<b>Percentage</b>														
<b>GL Num</b>	<b>Month 13</b>	<b>Month 14</b>	<b>Month 15</b>	<b>Month 16</b>	<b>Month 17</b>	<b>Month 18</b>	<b>Month 19</b>	<b>Month 20</b>	<b>Month 21</b>	<b>Month 22</b>	<b>Month 23</b>	<b>Month 24</b>	<b>Month 25</b>	<b>Month 26</b>	<b>Month 27</b>	<b>Month 28</b>	<b>Month 29</b>	<b>Month 30</b>	<b>Total</b>	<b>of Total</b>									
	<b>Budget</b>	<b>Budget</b>	<b>Budget</b>	<b>Budget</b>	<b>Budget</b>	<b>Budget</b>	<b>Budget</b>	<b>Budget</b>	<b>Budget</b>	<b>Budget</b>	<b>Budget</b>	<b>Budget</b>	<b>Budget</b>	<b>Budget</b>	<b>Budget</b>	<b>Budget</b>	<b>Budget</b>	<b>Budget</b>	<b>Budget</b>	<b>Expense</b>									

	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	Total	%		
1200	GPA																								
1200	Attorney																						\$0	0.00%	
1300	Contract Labor - Brewery																						\$0	0.00%	
1400	Alcohol License																						\$0	0.00%	
1500	Architectural																						\$0	0.00%	
1600	General Contractor																						\$0	0.00%	
1700	Insurance	\$1,800	\$1,800	\$1,800	\$1,800	\$1,800	\$1,800	\$1,800	\$1,800	\$1,800	\$1,800	\$1,800	\$1,800	\$1,800	\$1,800	\$1,800	\$1,800	\$1,800	\$1,800	\$1,800	\$1,800	\$1,800	\$21,600	1.49%	
1800	Capital Loans (Estimates)																							\$0	0.00%
1900	Building Lease Payments	\$11,000	\$11,000	\$11,000	\$11,000	\$11,000	\$11,000	\$11,000	\$11,000	\$11,000	\$11,000	\$11,000	\$11,000	\$11,000	\$11,000	\$11,000	\$11,000	\$11,000	\$11,000	\$11,000	\$11,000	\$11,000	\$132,000	9.31%	
2000	Building Maintenance																							\$0	0.00%
2100	Real Estate Taxes																							\$0	0.00%
2200	Salaries	\$13,354	\$13,354	\$13,354	\$13,354	\$13,354	\$13,354	\$13,354	\$13,354	\$13,354	\$13,354	\$13,354	\$13,354	\$13,354	\$13,354	\$13,354	\$13,354	\$13,354	\$13,354	\$13,354	\$13,354	\$13,354	\$160,248	10.69%	
2300	Creative / Marketing																							\$0	0.00%
2400	Travel	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$15,000	1.00%	
2500	Dues & Subscriptions	\$166	\$166	\$166	\$166	\$166	\$166	\$166	\$166	\$166	\$166	\$166	\$166	\$166	\$166	\$166	\$166	\$166	\$166	\$166	\$166	\$166	\$1,992	0.14%	
2600	Merchandise	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$12,000	0.80%	
2700	Parking Lot / Snow Removal	\$700	\$700																					\$700	0.10%
2800	Professional Dev/Training																							\$0	0.00%
2900	Small Tools / Parts & Equip	\$300	\$300	\$300	\$300	\$300	\$300	\$300	\$300	\$300	\$300	\$300	\$300	\$300	\$300	\$300	\$300	\$300	\$300	\$300	\$300	\$300	\$3,600	0.24%	
3000	Office Supplies	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$1,200	0.08%	
3100	Supplies & Consumables																							\$0	0.00%
3200	Security System	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$1,000	0.07%	
3300	Water	\$700	\$700	\$700	\$700	\$700	\$700	\$700	\$700	\$700	\$700	\$700	\$700	\$700	\$700	\$700	\$700	\$700	\$700	\$700	\$700	\$700	\$8,400	0.59%	
3400	Electrical	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$18,000	1.20%	
3500	Gas	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$2,400	0.16%	
3600	Phone	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$1,200	0.08%	
3700	Gas	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$2,400	0.16%	
3800	Postage	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$1,800	0.12%	

		\$100	\$100	\$200	\$200	\$300	\$300	\$400	\$400	\$500	\$500	\$600	\$600	\$700	\$700	\$800	\$800	
3900	Pack Control																	
4000	Spent Grain Removal	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$1,800	0.12%
4100	Miscellaneous																\$0	0.00%
4200	Malted Barley	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$240,000	16.01%
4300	Hops	\$9,800	\$9,800	\$9,800	\$9,800	\$9,800	\$9,800	\$9,800	\$9,800	\$9,800	\$9,800	\$9,800	\$9,800	\$9,800	\$9,800	\$9,800	\$98,800	6.62%
4400	State Tax	\$6,840	\$6,840	\$6,840	\$6,840	\$6,840	\$6,840	\$6,840	\$6,840	\$6,840	\$6,840	\$6,840	\$6,840	\$6,840	\$6,840	\$6,840	\$82,080	5.48%
4500	Federal Tax	\$5,040	\$5,040	\$5,040	\$5,040	\$5,040	\$5,040	\$5,040	\$5,040	\$5,040	\$5,040	\$5,040	\$5,040	\$5,040	\$5,040	\$5,040	\$60,480	4.03%
4600	C.O2	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$4,800	0.32%
4700	C.O2 Tank Rentals	\$700	\$700	\$700	\$700	\$700	\$700	\$700	\$700	\$700	\$700	\$700	\$700	\$700	\$700	\$700	\$8,400	0.56%
4800	Tap Handles					\$5,844									\$5,844		\$11,688	0.78%
4900	Can	\$19,000	\$19,000	\$19,000	\$19,000	\$19,000	\$19,000	\$19,000	\$19,000	\$19,000	\$19,000	\$19,000	\$19,000	\$19,000	\$19,000	\$19,000	\$228,000	15.21%
5000	Can Top	\$6,080	\$6,080	\$6,080	\$6,080	\$6,080	\$6,080	\$6,080	\$6,080	\$6,080	\$6,080	\$6,080	\$6,080	\$6,080	\$6,080	\$6,080	\$72,960	4.87%
5100	Freight	\$4,200	\$4,200	\$4,200	\$4,200	\$4,200	\$4,200	\$4,200	\$4,200	\$4,200	\$4,200	\$4,200	\$4,200	\$4,200	\$4,200	\$4,200	\$50,400	3.34%
5200	Various State Licensing Fees																\$0	0.00%
5300	Truck Carrier	\$2,857	\$2,857	\$2,857	\$2,857	\$2,857	\$2,857	\$2,857	\$2,857	\$2,857	\$2,857	\$2,857	\$2,857	\$2,857	\$2,857	\$2,857	\$34,284	2.29%
5400	Case Flat	\$3,323	\$3,323	\$3,323	\$3,323	\$3,323	\$3,323	\$3,323	\$3,323	\$3,323	\$3,323	\$3,323	\$3,323	\$3,323	\$3,323	\$3,323	\$39,876	2.66%
5500	750ml Bottle							\$33,287									\$73,710	4.91%
5600	750 label							\$4,714									\$6,285	0.42%
5700	750ml Bottle Caps																\$0	0.00%
5800	Pallets																\$0	0.00%
5900	Micro Star	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$61,776	4.12%
6000	Phone System																\$0	0.00%
6100	Testing Room Supplies	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$2,400	0.16%
6200																	\$0	0.00%
<b>Monthly Expense Totals</b>		<b>\$117,641</b>	<b>\$1,411,688</b>	<b>9.38%</b>														
<b>Total Year \$ Expense Budget</b>																<b>\$1,411,688</b>	<b>9.38%</b>	

Estimated Nebraska Brewing Co. Production Brewery Budget for Calendar Months 25 Through 36

Account	Monthly Budget												Annual Budget	Annual Percentage		
	Month 25	Month 26	Month 27	Month 28	Month 29	Month 30	Month 31	Month 32	Month 33	Month 34	Month 35	Month 36				
1100 CPA	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$6,000	0.40%
1300 Attorney	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%
1300 Contract Labor - Brewery	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%
1400 Accountants	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%
1500 Architectural	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%
1600 General Contracting	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%
1700 Insurance	\$1,800	\$1,800	\$1,800	\$1,800	\$1,800	\$1,800	\$1,800	\$1,800	\$1,800	\$1,800	\$1,800	\$1,800	\$1,800	\$1,800	\$21,600	1.42%
1800 Capital Work Expenses	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%
1900 Building / Lease Payments	\$11,000	\$11,000	\$11,000	\$11,000	\$11,000	\$11,000	\$11,000	\$11,000	\$11,000	\$11,000	\$11,000	\$11,000	\$11,000	\$11,000	\$132,000	8.69%
2000 Building Maintenance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%
2100 Real Estate Taxes	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%
2200 Salaries	\$18,354	\$18,354	\$18,354	\$18,354	\$18,354	\$18,354	\$18,354	\$18,354	\$18,354	\$18,354	\$18,354	\$18,354	\$18,354	\$18,354	\$220,248	14.36%
2300 Creative / Marketing	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%
2400 Travel	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$15,000	0.98%
2500 Dues & Subscriptions	\$166	\$166	\$166	\$166	\$166	\$166	\$166	\$166	\$166	\$166	\$166	\$166	\$166	\$166	\$1,992	0.13%
2600 Misc	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$24,000	1.57%
2700 Parking Lot / Snow Removal	\$700	\$700	\$700	\$700	\$700	\$700	\$700	\$700	\$700	\$700	\$700	\$700	\$700	\$700	\$8,400	0.55%
<b>TOTAL</b>	<b>\$249,854</b>	<b>\$2,998,248</b>	<b>19.83%</b>													

2800	Professional Dev/Training														\$0	0.00%	
2900	Small Tools Parts & Equip	\$300	\$300	\$300	\$300	\$300	\$300	\$300	\$300	\$300	\$300	\$300	\$300	\$300	\$3,600	0.24%	
3000	Office Supplies	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$1,200	0.08%	
3100	Seminars & Conference Fees														\$0	0.00%	
3200	Security System	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$1,000	0.07%	
3300	Water	\$700	\$700	\$700	\$700	\$700	\$700	\$700	\$700	\$700	\$700	\$700	\$700	\$700	\$8,400	0.55%	
3400	Electrical	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$18,000	1.19%	
3500	Sewage	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$2,400	0.16%	
3600	Phone	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$1,200	0.08%	
3700	Gas	\$900	\$900	\$900	\$900	\$900	\$900	\$900	\$900	\$900	\$900	\$900	\$900	\$900	\$10,800	0.71%	
3800	Postage	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$1,800	0.11%	
3900	Pest Control	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$1,200	0.08%	
4000	Spent Grease Removal	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$1,800	0.11%	
4100	Miscellaneous														\$0	0.00%	
4200	Malted Barley	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$240,000	15.80%	
4300	Hops	\$9,800	\$9,800	\$9,800	\$9,800	\$9,800	\$9,800	\$9,800	\$9,800	\$9,800	\$9,800	\$9,800	\$9,800	\$9,800	\$58,800	3.87%	
4400	State Tax	\$6,840	\$6,840	\$6,840	\$6,840	\$6,840	\$6,840	\$6,840	\$6,840	\$6,840	\$6,840	\$6,840	\$6,840	\$6,840	\$82,080	5.40%	
4500	Federal Tax	\$5,040	\$5,040	\$5,040	\$5,040	\$5,040	\$5,040	\$5,040	\$5,040	\$5,040	\$5,040	\$5,040	\$5,040	\$5,040	\$60,480	3.98%	
4600	CO2	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$4,800	0.31%	
4700	CO2 Tank Rental	\$700	\$700	\$700	\$700	\$700	\$700	\$700	\$700	\$700	\$700	\$700	\$700	\$700	\$8,400	0.55%	
4800	Tap Handles				\$5,824									\$5,824	\$11,648	0.77%	
4900	Can	\$19,000	\$19,000	\$19,000	\$19,000	\$19,000	\$19,000	\$19,000	\$19,000	\$19,000	\$19,000	\$19,000	\$19,000	\$19,000	\$228,000	15.01%	
5000	Cap Lid	\$6,080	\$6,080	\$6,080	\$6,080	\$6,080	\$6,080	\$6,080	\$6,080	\$6,080	\$6,080	\$6,080	\$6,080	\$6,080	\$72,960	4.80%	
5100	Freight	\$4,200	\$4,200	\$4,200	\$4,200	\$4,200	\$4,200	\$4,200	\$4,200	\$4,200	\$4,200	\$4,200	\$4,200	\$4,200	\$50,400	3.32%	
5200	Various State Licensing Fees														\$0	0.00%	
5300	6 Pack Carrier	\$2,857	\$2,857	\$2,857	\$2,857	\$2,857	\$2,857	\$2,857	\$2,857	\$2,857	\$2,857	\$2,857	\$2,857	\$2,857	\$34,284	2.26%	
5400	Case Cart	\$3,920	\$3,920	\$3,920	\$3,920	\$3,920	\$3,920	\$3,920	\$3,920	\$3,920	\$3,920	\$3,920	\$3,920	\$3,920	\$47,040	3.14%	
5500	750mL bottle						\$73,710								\$73,710	\$147,419	9.71%

Account	750mL Bottle Caps	MicroStar	Fasting Room Supplies	Monthly Expense Budget	Year 1	Year 2	Year 3	Total Year 3 Expense Budget	%
5700	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%
5800	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$15,444	100.00%
6100	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$600	3.90%
6200	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$15,444	100.00%
6300	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$15,444	100.00%
6400	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$15,444	100.00%
6500	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$15,444	100.00%
6600	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$15,444	100.00%
6700	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$15,444	100.00%
6800	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$15,444	100.00%
6900	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$15,444	100.00%
7000	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$15,444	100.00%
7100	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$15,444	100.00%
7200	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$15,444	100.00%
7300	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$15,444	100.00%
7400	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$15,444	100.00%
7500	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$15,444	100.00%
7600	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$15,444	100.00%
7700	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$15,444	100.00%
7800	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$15,444	100.00%
7900	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$15,444	100.00%
8000	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$15,444	100.00%
8100	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$15,444	100.00%
8200	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$15,444	100.00%
8300	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$15,444	100.00%
8400	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$15,444	100.00%
8500	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$15,444	100.00%
8600	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$15,444	100.00%
8700	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$15,444	100.00%
8800	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$15,444	100.00%
8900	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$15,444	100.00%
9000	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$15,444	100.00%
9100	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$15,444	100.00%
9200	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$15,444	100.00%
9300	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$15,444	100.00%
9400	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$15,444	100.00%
9500	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$15,444	100.00%
9600	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$15,444	100.00%
9700	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$15,444	100.00%
9800	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$15,444	100.00%
9900	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$5,148	\$15,444	100.00%
Revenues	\$764,153	\$187,999	\$187,999	\$187,999	\$187,999	\$187,999	\$187,999	\$563,994	73.80%
Income								\$3,408,29	9
Year 3 Profit / (Loss)								\$1,884,32	5

Resume – Paul Kavulak

8711 Raven Drive      402-296-7985  
Louisville, NE 68037      paul@nebraskabrewingco.com

## Paul Kavulak

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**Summary**      Proven executive leadership and brand development within the brewpub and wholesale Craft Beer industries

**Experience**      May 2007 to Present      Nebraska Brewing Company      Papillion, NE

**Founder / President**

- Daily and strategic operations for the brewpub, menu development, beer recipe oversight, off-premise wholesale distribution, and brand development
- Negotiate distribution contracts, set pricing (both internal brewpub and external operations), market analysis, and sales trending
- Conduct on-site distributor brand training and also assist in street sales and client education
- Events calendar targeting, budgetary and cash-flow planning
- Employee development, coaching / mentoring in a results driven environment
- Coordinate / negotiate / approve supplier contracts
- Brand management, positioning, and development of new brand lines or brand extensions
- Oversight of brewpub operations for a \$1.5M annual establishment

2006 to April 2007      West Corporation      Omaha, NE

**Senior Vice President, Enterprise Technology Integration**

- Responsibility for IT Mergers and Acquisitions Diligence
- Primary goals center upon strategic product innovation
- Coordination targets within all business unit product development

2004 to 2006

West Corporation

Omaha, NE

**Senior Vice President, Enterprise Systems Management**

- West Enterprise-Wide Leadership for IT, Telecommunications, Systems Operations, MIS, Business Continuity, Network Operations Center, Project Management and direct Divisional Business Support.
- Innovated processes to reduce domestic Telecommunications Conferencing expenses by \$1.2M annually
- Consistently reduced other Telecommunications expense line items by over \$1M annually – excluding contract negotiations
- Lead Shared IT Services unit supporting Receivables Management, Conferencing, Interactive, Operator Services, and Home Agent verticals
- Consolidated all previously silo'd IT / Telecommunications / Systems Operations into 1 functional unit
- Responsible for IT integrations of new acquisitions – Worldwide Asset Management and InterCall divisions most notable
- Negotiated all of West's Telecommunications spend to include West's largest telecommunications contract with Sprint. This contract was, at the time, the most aggressive toll free price point within all of Sprint.
- \$110 Million Telecommunications and \$40 Million operating budget
- Enterprise management of over 470 personnel
- Filed 2 patents for innovation in International Conferencing
- Granted 1 patent for Voice over ATM technology – this technology was deployed with the Interactive division resulting in savings of approximately \$2.5 million over 4 years

1996-2004

West Corporation

Omaha, NE

**Vice President Telecommunications / Operations, Director Network Control, Director Applications Development**

- Management responsibilities within the Interactive Division
- Created Telecommunications / Operational entities and business processes in formative phases of the Division
- Grew IVR platform from 8,000 inbound to over 280,000 combined ports
- Lead Enterprise effort to construct \$10M Network Operations Center. This center was the first to co-locate operational personnel from disparate divisions and embark upon consolidated operational practices.
- Reduced Applications Development Contractor run-rates from \$1.5M to zero within 18 months

1994-1996

Prairie Systems

Omaha, NE

**Director Network Control / Operations**

- Lead Services IT Division for calling card / FAX / international call-back systems
- Created / managed all operational business practice and functional areas
- Drove systems stability initiatives placing Services IT systems on a path moving away from severe recurring systems impact into an era of high availability

- Orchestrated intra-city data center move within advertised outage windows and with minimal negative residual issues

1987-1994                      First Data Corporation                      Omaha, NE

**Network Technician, Operations Supervisor, Operations Manager, Manager of Network Engineering**

- 800/900 number advanced feature management for 10,000 port IVR system
- Created all systems operations process / best practices during startup phases – from 1 IVR port through to final business configuration
- Increasing levels of responsibility through from data network maintenance through budgeting, personnel management, business process creation

1983-1987                      Sergeant, United States Marine Corps

**Arabic Linguist - Syrian Dialect - Signals Intelligence/Ground Electronic Warfare**

- Performed cryptographic duties to involve Arabic language voice processing and subsequent intelligence analysis. Specific duties classified.

**Education**

1991                              Bellevue College                              Bellevue, NE

B.S. Business Management  
Honors Graduate – 3.9 GPA

1987-1989                      University of Nebraska at Omaha

- Major: Electronics Engineering

References furnished upon request

*Resume – Kim Kavulak*

8711 Raven Drive  
Louisville, NE 68037

402-296-7965  
pkavulak@alltel.net

## **Kim Kavulak**

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**Objective**

Create a unique family dining experience which brings value to both the business and dining community

**Experience**

1996-2000                      First Data Corporation                      Omaha, NE

**Project Manager**

- Organize and manage resources in such a way that requirements to complete projects within defined scope, time, and cost constraints are consistently met
- Understand business, project, and vendor requirements coordinating across internal and external functions to accomplish tasks

1993-1996                      First Data Corporation                      Omaha, NE

**Conversions Coordinator**

- Formulate, document and verify test plan to ensure integrity of new software releases
- Review and analyze validity of test output and results.
- Manage and resolve test and production trouble reports, providing feedback for continual process improvement
- Recommend fixes/changes to software prior to multiple call center release

1990-1993 First Data Corporation Omaha, NE

**Operations Supervisor**

- Monitor performance and productivity of assigned staff to assure achievement of department goals and objectives
- Monitor/ensure compliance with respect to client requirements and contractual obligations
- Evaluate assigned staff through phone monitoring, complete performance reviews and monitor all aspects of job related performance in order to adhere to department performance and productivity standards.

1988-1990 First Data Corporation Omaha, NE

**Operations Lead Operator**

- Possess thorough knowledge of customer product requirements
- Assist operators requiring additional call processing assistance
- Provide feedback to operators, supervisors, and senior management regarding operational and process improvements

**Education**

University Nebraska Omaha, Omaha, NE 1987-1988  
University Nebraska Lincoln, Lincoln, Ne 1984-1986  
College of Saint Mary, Telecom Certificate 1990  
Project Management Institute Certified 1998

References furnished upon request

## ATTACHMENTS

### Current Award List as of 8/12/2013

Beer	Year	Competition	Medal
Black Betty Russian Imperial Stout (unbarrel aged)	2009	US Open Beer Championship	Silver Medal
Mélange A Trois (Reserve Series)	2009	US Open Beer Championships	Silver Medal
Fathead Barley Wine (unbarrel aged)	2009	US Open Beer Championships	Silver Medal
Mélange A Trois (Reserve Series)	2010	Festival of Wood & Barrel Aged Beer	Gold Medal
Oaked Rye IPA	2010	Festival of Wood & Barrel Aged Beer	Bronze Medal
Mélange A Trois (Reserve Series)	2010	Great American Beer Festival	Bronze Medal
EGS Helweizen	2010	North American Beer Awards	Silver Medal
Cardinal Pale Ale	2010	United States Beer Tasting Championship	Regional Champion
NE Blonde	2010	United States Beer Tasting Championship	Regional Champion
Black Betty Russian Imperial Stout (Reserve Series)	2010	United States Open Beer Championship	Judges Award
Black Betty Russian Imperial Stout (Reserve Series)	2010	United States Open Beer Championship	Gold Medal
Brunette Nut Brown Ale	2010	United States Open Beer Championship	Gold Medal
EGS Helweizen	2010	United States Open Beer Championship	Bronze Medal
Black Betty Russian Imperial Stout (Reserve Series)	2010	World Beer Championships	Gold Medal
Brunette Nut Brown Ale	2010	World Beer Championships	Bronze Medal
Cardinal Pale Ale	2010	World Beer Championships	Bronze Medal
EGS Helweizen	2010	World Beer Championships	Silver Medal
Fathead Barley Wine (Reserve Series)	2010	World Beer Championships	Bronze Medal

Infinite Wit	2010	World Beer Championships	Silver Medal
IPA	2010	World Beer Championships	Silver Medal
NE Blonde	2010	World Beer Championships	Silver Medal
Hop God	2010	World Beer Cup	Bronze Medal
Melange A Trois (Reserve Series)	2011	Festival of Wood & Barrel Aged Beer	Silver Medal
EOS Hefeweizen	2011	Great American Beer Festival	Bronze Medal
Melange A Trois (Reserve Series)	2011	Great American Beer Festival	Gold Medal
Apricot au Poivre Saison (Reserve Series)	2011	Los Angeles International Commercial Beer Competition	Silver Medal
Hop God	2011	Los Angeles International Commercial Beer Competition	Bronze Medal
IPA	2011	Los Angeles International Commercial Beer Competition	Silver Medal
Black Betty Russian Imperial Stout (Reserve Series)	2011	North American Beer Awards	Gold Medal
Infinite Wit	2011	North American Beer Awards	Gold Medal
Cardinal Pale Ale	2011	United States Beer Tasting Championship	Regional Champion
Cardinal Pale Ale	2011	United States Beer Tasting Championship	National Grand Champion
EOS Hefeweizen	2011	United States Beer Tasting Championship	Regional Champion
Black Betty Russian Imperial Stout (Reserve Series)	2011	United States Open Beer Championship	Gold Medal
Infinite Wit	2011	United States Open Beer Championship	Silver Medal
Black Betty Russian Imperial Stout (Reserve Series)	2011	World Beer Tasting Championship	Regional Champion
Melange A Trois (Reserve Series)	2011	World Beer Tasting Championship	Regional Champion
Black Betty Russian Imperial Stout (Reserve Series)	2012	Los Angeles International Commercial Beer Competition	Gold Medal
Barrel Aged Hop God (Reserve Series)	2012	Los Angeles International Commercial Beer Competition	Gold Medal
Cardinal Pale Ale	2012	Los Angeles International Commercial Beer Competition	Bronze Medal
EOS Hefeweizen	2012	Los Angeles International Commercial Beer Competition	Silver Medal

Hop God	2012	Los Angeles International Commercial Beer Competition	Silver Medal
Mélange A Trois (Reserve Series)	2012	Los Angeles International Commercial Beer Competition	Bronze Medal
Apricot au Poivre Saison (Reserve Series)	2012	Los Angeles International Commercial Beer Competition	Gold Medal
Brunette Nut Brown Ale	2012	North American Beer Awards	Gold Medal
EOS Hefeweizen	2012	North American Beer Awards	Gold Medal
Barrel Aged Hop God (Reserve Series)	2012	North American Beer Awards	Silver Medal
Hop God	2012	North American Beer Awards	Bronze Medal
Infinite Wit	2012	North American Beer Awards	Bronze Medal
Mélange A Trois (Reserve Series)	2012	North American Beer Awards	Silver Medal
Black Betty Russian Imperial Stout (Reserve Series)	2012	United States Beer Tasting Championship	Regional Champion
Mélange A Trois (Reserve Series)	2012	United States Beer Tasting Championship	Regional Champion
Black Betty Russian Imperial Stout (Reserve Series)	2012	United States Open Beer Championship	Bronze Medal
EOS Hefeweizen	2012	United States Open Beer Championship	Gold Medal
EOS Hefeweizen	2013	North American Beer Awards	Silver Medal
Brunette Nut Brown Ale	2013	San Diego International Beer Festival	Gold Medal
Black Betty Russian Imperial Stout (Reserve Series)	2013	LA International Commercial Beer Competition	Gold Medal
Barrel Aged Hop God (Reserve Series)	2013	LA International Commercial Beer Competition	Gold Medal
EOS Hop God	2013	LA International Commercial Beer Competition	Bronze Medal
Black Betty Russian Imperial Stout (Reserve Series)	2013	US Open Beer Championship	Bronze Medal
EOS Hefeweizen	2013	US Open Beer Championship	Silver Medal
Cardinal Pale Ale	2013	US Open Beer Championship	Bronze Medal
Black Betty Russian Imperial Stout (Reserve Series)	2013	US Open Beer Championship	Gold Medal

#13

## BUSINESS PROPERTY LEASE

*Applicant  
Tenant*

THIS LEASE is entered into this 12 day of July, 2013 between Brook Valley 14 Building, LLC, Landlord, and Nebraska Brewing Company, Inc., Tenant.

1. **PREMISES.** Subject to the terms and conditions of this Lease, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord that certain space containing approximately 24,090 square feet (Landlord to verify square footage using BOMA standards) of rentable floor area (the "Premises"), consisting of a portion of a building containing 44,000 square feet of rentable floor area (the "Building") located at: 6946-50 South 108<sup>th</sup> Street, La Vista, Nebraska (address), and legally described as: Lot 14, Brook Valley Business Park, City of LaVista, Sarpy County, Nebraska (the Real Estate), as shown on Exhibit "A-1" and "A-2". *Premise*

\* 2. **TERM.** This Lease shall be for a term of ten (10) years and four (4) months, beginning on the first (1<sup>st</sup>) day of July, 2013, and ending on the thirty-first (31<sup>st</sup>) day of October, 2023, unless terminated earlier as provided in this Lease.

If for any reason the Premises is delivered to Tenant on any date before or after the term commencement date, rental for the period between the date of possession and the term commencement date shall be adjusted on a pro rata basis. Such earlier or later taking of possession shall not change the termination date of this Lease. This Lease shall not be void or voidable in the event of a late delivery by Landlord, nor shall Landlord be liable to Tenant for any resulting loss or damage.

3. **USE OF PREMISES.** The Premises are leased to Tenant, and are to be used by Tenant, for the purposes of the production, packaging consumption, and the retail sale of beer to the general public. From time to time, brewery events or special public celebrations may be conducted by Tenant in the Premises and for no other purpose, without Landlord's prior written consent, which Landlord shall not unreasonably withhold, condition or delay. Tenant agrees to use the Premises in such a manner as to not unreasonably interfere with the rights of other tenants in the Real Estate, to comply with all applicable governmental laws, ordinances, and regulations in connection with its use of the Premises, including without limitation all environmental laws, to keep the Premises in a clean and sanitary condition, and to use all reasonable precaution to prevent waste, damage, or injury to the Premises. Normal brewery odors which will typically be in the form of cooked malted barley, hops, and the smells of finished beer will occur. Spent malted barley may emit odors as it is temporarily stored for disposal on the back dock. Tenant shall not use or occupy the Premises in any manner that would invalidate any policies of insurance on the Building or Real Estate.

### 4. RENT.

(a) **Base Rent.** The total Base Rent under this Lease is One Million One Hundred Seven Thousand Four Hundred Seventeen and 30/100 Dollars (\$1,107,417.30). Tenant agrees to pay rent to Landlord c/o Colliers International, 6464 Center Street, Suite 200, Omaha, Nebraska 68106 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 (1<sup>st</sup>) day of each month, as shown on Exhibit "B".

(b) **Operating Expenses.** Beginning July 1, 2013, in addition to the Base Rent, Tenant shall pay Landlord, as additional rent ("Additional Rent"), Tenant's pro rata share of operating expenses that Landlord shall incur, pay, or become obligated to pay in any calendar year in connection with the ownership, operation, maintenance, repair, replacement (other than replacements which are capital in nature), and security of the common areas of the Building and the Real Estate upon which the Building is located and all related improvements and appurtenances thereto which are provided by Landlord for the non-exclusive use by Tenant and Tenant's employees, agents, customers and invitees (the "Common Area"). For the

purposes of this Lease, the term "Operating Expenses" shall mean all costs, expenses and disbursements of maintaining and operating the Common Areas, including but not limited to all real estate taxes that would first become delinquent in the event of non-payment during the term of this Lease, installments of assessments levied upon the Real Estate that are payable during the term of the Lease (current assessments to be identified prior to execution of the lease), personal property taxes on fixtures, and personal property used by Landlord at the Real Estate, all insurance costs, all costs of labor, material and supplies for maintenance, repair, replacement, and operation of the Common Area, including but not limited to line painting, lighting, snow removal, landscaping, cleaning, utilities, janitorial services, repair and replacement, and reasonable management costs, including salaries for property managers. "Operating Expenses" shall not include: the cost of capital improvements; expenses for repairs, replacements, and general maintenance which is caused by fire, windstorm, casualty or any other insurable occurrence; alterations attributable solely to any tenants or prospective tenants of the Building other than Tenant; principal and interest payments; depreciation of the Building or Real Estate improvements or its contents or components; accounting and legal fees relating to the ownership, construction, leasing or sale of the Building, or Real Estate; all expenses directly resulting from the negligence or willful misconduct of the Landlord, its agents, servants or other employees; all bad debt loss, or rent loss; expenses incurred in leasing or obtaining new tenants or retaining existing tenants, including leasing commissions, legal expenses, or advertising.

"Tenant's Pro Rata Share" shall mean the percentage determined by dividing the square feet of the Premises as shown in Paragraph 1, by the square feet of total area of the Real Estate, as defined by the American National Standard published by the Building Owners and Managers Association (BOMA) which at the date hereof is agreed to be 44,000 square feet. Tenants' pro rata share upon lease execution is 54.75% (to be verified by Landlord from #1).

Landlord, at its option, may collect Tenant's Pro Rata Share of the Operating Expenses in estimated payments in advance as determined herein. If Landlord elects to collect estimated payments, then Tenant's Pro Rata Share of the Operating Expenses shall be determined on an annual basis for each calendar year ending on December 31 and shall be pro rated for the number of months Tenant occupied the Premises if Tenant did not occupy the Premises the full year. At this time, Tenant shall pay Three Thousand Six Hundred Seventy-Three and 73/100 Dollars (\$3,673.73) per month, on the first of each month in advance with rent for Tenant's estimated Pro Rata Share of the Operating Expenses. Landlord may change this amount at any time upon written notice to Tenant. At the end of each year, an analysis of the total year's Operating Expenses shall be presented to Tenant and Tenant shall pay the amount, if any, by which the Tenant's pro rata share of the Operating Expenses for the year exceeded the amount of the estimated Operating Expenses paid by Tenant within thirty (30) days after Tenant's receipt of the statement or landlord shall promptly apply the excess of Tenants payments over actual Operating Expenses as a credit against Tenant's other obligations under the lease. In the event this Lease terminates at any time other than the last day of the year, the excess Operating Expenses shall be determined as of the date of termination. If Tenant's payments of estimated Operating Expenses exceed the amount due Landlord for that calendar year, Landlord shall, at its option, provided Tenant is not then in default under this Lease, apply the excess as a credit against Tenant's other obligations under this Lease or promptly refund such excess to Tenant if the term of this Lease has already expired, in either case without interest to Tenant.

(c) **Tenant's Audit Rights.** Tenant shall have the right to audit, the books and records of Landlord with respect to any cost or item which is passed through to Tenant within a period of one (1) year following the end of any calendar year, upon ten (10) days advance, written notice by Tenant to Landlord. Landlord shall cooperate with Tenant in providing Tenant reasonable access to its books and records during normal business hours for this purpose. If the results of the audit show an overcharge to Tenant of more than three percent (3%) of the actual amount owed by Tenant, then Landlord shall pay the reasonable costs of such audit, and Landlord shall credit or refund to Tenant any overcharge of such items as discovered by

the audit within thirty (30) days of completion of such audit. In the event such audit discloses an overage of less than three percent (3%), Landlord shall credit Tenant the amount of such overage and all audit costs shall be paid by Tenant. If such audit discloses an undercharge of such items as billed to Tenant, Tenant shall pay Landlord the amount of such undercharge within thirty (30) days of completion of such audit, and Tenant shall be responsible for all audit costs.

(d) **Payment of Rent.** Tenant agrees to pay the Base Rent as and when due, together with Tenant's share of the Operating Expenses and all other amounts required to be paid by Tenant under this Lease. In the event of nonpayment of any amounts due under this Lease, whether or not designated as rent, Landlord shall have all the rights and remedies provided in this Lease or by law for failure to pay rent.

(e) **Late Charge.** If the Tenant fails to pay the Base Rent together with the Tenant's share of the Operating Expenses and all other amounts required to be paid by Tenant under this Lease, on or before the fifth (5<sup>th</sup>) day after such payments are due, Tenant agrees to pay Landlord a late charge of ten percent (10%) of all amount required to be paid.

(f) **Security Deposit.** As partial consideration for the execution of this Lease, the Tenant has delivered to Landlord for Landlord's use and possession the sum of Ten Thousand Two Hundred Seventy-Nine and 08/100 Dollars (\$10,279.08) as a Security Deposit. The Security Deposit will be returned to Tenant at the expiration of this Lease if Tenant has fully complied with all covenants and conditions of this Lease. If the Tenant has been current for 5 years and not in default the Landlord will refund the Security Deposit to the tenant within thirty (30) days after the end of the fifth year of the Lease.

5. **SERVICES.** Landlord shall furnish no services to the Premises. Tenant shall pay, directly to the service provider, when due, all water, gas, electricity, sewer use fees, incurred at or chargeable to the Premises. Tenant will provide for their own water. Tenant shall hold Landlord and the Premises harmless from all liens, charges, and costs with respect to such items. Tenant agrees that it will not install any equipment that would exceed or overload the capacity of any utility facilities serving the Premises and that if any equipment installed by Tenant requires additional facilities, such additional facilities shall be installed at Tenant's expense in accordance with plans and specifications approved in writing in advance by Landlord. Except for the gross negligence or intentional acts of Landlord or its agents, Landlord shall not be liable for any interruption in the supply of any utilities, and Landlord does not guarantee the availability of any utilities.

6. **ASSIGNMENT OR SUBLEASE.** Except for assignments by Tenant to a wholly owned subsidiary or Affiliated Company, Tenant shall not assign this Lease or sublet the whole or any part of the Premises, transfer this Lease by operation of law or otherwise, or permit any other person except agents and employees of Tenant to occupy the Premises, or any part thereof, without the prior written consent of Landlord. Landlord may consider any factor it deems relevant in determining whether to withhold consent including, but not limited to, the following: (a) financial responsibility of the new tenant, (b) identity and business character of the new tenant, (c) nature and legality of the proposed use of the Premises. Landlord shall have the right to assign its interest under this Lease or the rent hereunder.

7. **TENANT'S IMPROVEMENTS AND LANDLORDS WORK.** Tenant shall have the right to place partitions and fixtures and make improvements or other alterations in the interior of the Premises at its own expense. Tenant has provided to Landlord plans and specifications for Tenant's improvements which are set forth in Exhibit "D" attached hereto, which are hereby approved by Landlord. Tenant will have all insurance required under this lease to be in place prior to the commencement of any construction or alterations. Tenant will not allow any construction liens to be placed on the property. Upon termination of this Lease, such improvements, additions, or alterations installed or made by Tenant, except Tenant's trade fixtures, shall become part of the Premises and the property of the Landlord. Tenant may remove its trade fixtures at the termination of this Lease provided Tenant is not then in default and provided further that Tenant repairs any damage caused by such removal. Landlord shall have HVAC inspection and

any repairs made by Landlord prior to occupation. Also, Landlord shall have all bay lighting fixtures delivered in working order and will demolish and reconstruct a demising wall in the location agreed to by Landlord and Tenant. Landlord at Landlord's expense will replace cracked and broken concrete on the exterior dock and in the warehouse. Said replacements will take place during the installation and construction of the tenants improvements. The area to be replaced is approximately 3,185 sq. ft. and the Landlord's maximum expense for concrete repairs will be \$17,500. Landlord shall provide all garage doors with new bottom seals installed and in general satisfactory operation condition. Landlord will also make necessary repairs to the covered dock at Landlord's expense.

Landlord approves the installation of footings and installation of a malt silo on the Building. The location of a glycol chiller, CO2 storage equipment, and spent grain shall be approved by Landlord prior to installation. See Exhibit "D". Landlord approves installation of bicycle racks in the front parking area, location to be determined.

8. **REPAIRS.** Landlord shall maintain the foundations, exterior walls (except store fronts, plate glass doors and other breakable materials used in structural portions) and provide for roof replacement, but not repairs, of the Building and, if necessary or required by the proper governmental authorities, make modifications or replacements thereof.

Tenant agrees that it will make, at its own cost and expense, all maintenance, repairs and replacements (not considered to be capital improvements) to the Premises not required to be made by Landlord, including, but not limited to, all interior and exterior doors, door frames, windows, plate glass, and the heating, air conditioning, plumbing and electrical systems servicing the Premises. Tenant agrees to do all redecorating, remodeling, alterations, and painting required by it during the term of the Lease at its own cost and expense, to pay for any repairs to the Premises, the Building, or the Real Estate made necessary by any negligence or carelessness of Tenant or any of its agents or employees or persons permitted on the Real Estate by Tenant, and to maintain the Premises in a safe, clean, neat, and sanitary condition, reasonable wear and tear expected. Tenant shall be entitled to no compensation for inconvenience, injury, or loss of business arising from the making of any repairs by Landlord, Tenant, or other tenants to the Premises or the Real Estate; provided the Landlord shall make reasonable efforts to avoid disruptions to Tenant's business while making such repairs.

9. **CONDITION OF PREMISES.** Except as provided herein, Tenant agrees that no promises, representations, statements, or warranties have been made on behalf of Landlord to Tenant respecting the condition of the Premises, or the manner of operating the Real Estate, or the making of any repairs to the Premises. By taking possession of the Premises, Tenant acknowledges that the Premises were in good and satisfactory condition when possession was taken. Tenant shall, at the termination of this Lease, by lapse of time or otherwise, remove all of Tenant's property and surrender the Premises to Landlord, normal wear excepted.

Landlord represents and warrants that the heating, air conditioning, plumbing, sprinkler, fire monitoring and electrical systems are in good operating condition.

10. **PERSONAL PROPERTY AT RISK OF TENANT.** All personal property in the Premises shall be at the risk of Tenant only. Except for Landlord's negligent acts or willful misconduct, Landlord shall not be liable for any damage to any property of Tenant or its agents or employees in the Premises caused by any reason whatsoever, including, without limitation, fire, theft, steam, electricity, sewage, gas or odors, or from water, rain, or snow which may leak into, issue or flow into the Premises from any part of the Real Estate, or from any other place, or for any damage done to Tenant's property in moving same to or from the Real Estate or the Premises. Tenant shall give Landlord, or its agents, prompt written notice of any damage to or defects in water pipes, gas or warming or cooling apparatus in the Premises.

11. **LANDLORD'S RESERVED RIGHTS.** Without notice to Tenant, without liability to Tenant for damage or injury to property, person, or business, and without effecting an eviction of Tenant or a disturbance of

Tenant's use or possession or giving rise to any claim for set off or abatement of rent, Landlord shall have the right to:

- (a) Change the name or street address of the Real Estate.
- (b) Install and maintain signs on the Real Estate.
- (c) Have access to all mail chutes according to the rules of the United States Post Office Department.
- (d) At reasonable times, to decorate, and to make, at its own expense, repairs, alterations, additions, and improvements, structural or otherwise, in or to the Premises, the Building, or the Real Estate, or part thereof, and any adjacent Real Estate, land, street, or alley, and during such operations to take into and through the Premises, the Building, or any part of the Real Estate all materials required, and to temporarily close or suspend operation of entrances, doors, corridors, elevators, or other facilities to do so; Provided that no such actions by Landlord shall unreasonably interfere without access to or visibility of the Premises.
- (e) Possess passkeys to the Premises.
- (f) Show the Premises to prospective tenants at reasonable times.
- (g) Take any and all reasonable measures, including inspections or the making of repairs, alterations, and additions and improvements to the Premises or to the Real Estate, which Landlord deems necessary or desirable for the safety, protection, operation, or preservation of the Premises or the Real Estate.
- (h) Approve all sources furnishing signs, painting, and/or lettering to the Premises, and approve all signs on the Premises prior to installation thereof which approvals Landlord shall not unreasonably withhold, condition or delay.
- (i) Establish reasonable rules and regulations for the safety, care, order, operation, appearance, and cleanliness of the Building, Real Estate and Common Areas and to make modifications thereto so long as the rules and regulations are not inconsistent or conflict with Tenant's use of the Premises.

12. **INSURANCE.** Landlord shall have the right to charge Tenant as additional rent for increased insurance premiums required on the Building or Real Estate because of Tenant's use of the Premises. Landlord shall provide Tenant copies of all premium notices increasing the insurance premiums. Each party hereby waives all claims for recovery from the other for any loss or damage to any of its property insured under valid and collectible insurance policies to the extent of any recovery collectible under such policies; provided that this waiver shall apply only when permitted by the applicable policy of insurance.

13. **INDEMNITY.** Subject to the waiver of subrogation provision in Section 12, Tenant shall indemnify, hold harmless, and defend Landlord from and against, and Landlord shall not be liable to Tenant on account of, any and all costs, expenses, liabilities, losses, damages, suits, actions, fines, penalties, demands, or claims of any kind asserted by or on behalf of any person, entity, or governmental authority arising out of or in any way connected with either (a) a failure by Tenant to perform any of the agreements, terms, or conditions of this Lease required to be performed by Tenant; (b) a failure by Tenant to comply with any laws, statutes, ordinances, regulations, or orders of any governmental authority; or (c) any accident, death, or personal injury, or damage to, or loss or theft of property which shall occur on or about the Premises, or the Real Estate, except as the same may be the result of the negligence or willful acts of Landlord, its employees, or agents.

Subject to the waiver of subrogation provision, Landlord shall indemnify, hold harmless, and defend Tenant from and against, and Tenant shall not be liable to Landlord on account of, any and all costs, expenses, liabilities, losses, damages, suits, actions, fines, penalties, demands, or claims of any kind asserted by or on behalf of any person, entity, or governmental authority to the extent arising out of or in any way connected with either (a) a failure by Landlord to perform any of the agreements, terms, or conditions of this Lease required to be performed by Landlord; (b) a failure by Landlord to comply with any laws, statutes, ordinances, regulations, or orders of any governmental authority; (c) any accident, death, or personal injury, or damage to, or loss or theft of property which shall occur on or about the Premises, Building or the Real Estate, as the result of the negligence or willful acts of Landlord, its employees, or agents; or (d) Landlord's management, operation or use of the Building or Real Estate. The obligations under this section shall, notwithstanding any contrary provisions hereof, survive any termination or expiration of this Lease.

**14. LIABILITY INSURANCE.** Tenant agrees to procure and maintain continuously during the entire term of this Lease, a policy or policies of commercial general liability insurance from a company or companies acceptable to Landlord, at Tenant's own cost and expense, insuring Landlord and Tenant from all claims, demands or actions; such policy or policies shall in addition to insuring Tenant protect and name the Landlord and Landlord's managing agent as additional Insured and shall provide coverage in a combined single limit per occurrence of at least \$2,000,000.00 for claims, demands or actions for bodily injury, death or property damage made by or on behalf of any person or persons, firm or corporation arising from, related to, or connected with the conduct and operation of Tenant's business in the Premises, or arising out of and connected with the use and occupancy of the Real Estate by the Tenant. All such insurance shall provide that Landlord shall be given a minimum of ten (10) days notice by the insurance company prior to cancellation, termination or change of such insurance. Tenant shall provide Landlord with copies of the policies or certificates evidencing that such insurance in full force and effect and stating the term and provisions thereof. If Tenant fails to comply with such requirements for insurance, Landlord may, but shall not be obligated to, obtain such insurance and keep the same in effect, and Tenant agrees to pay Landlord, upon demand, the premium cost thereof.

Landlord agrees to procure and maintain continuously during the term of this Lease, Commercial General Liability Insurance covering the Common Areas with minimum limits of liability with respect to personal injury of One Million Dollars (\$1,000,000.00) for each occurrence, Two Million Dollars (\$2,000,000.00) aggregate, with contingent liability coverage in an amount not less than One Million Dollars (\$1,000,000.00) in favor of Landlord, any mortgagee of record and other appropriate parties designated by Landlord as their interests may appear. Such insurance shall be maintained with such companies and in such amounts as the Landlord may from time to time designate, all such companies to with an A.M. Best rating of A- (X) or higher. The cost of the insurance will be included as an Operating Expense.

**15. DAMAGE BY FIRE OR OTHER CASUALTY.** If, during the term of this Lease, the Premises shall be so damaged by fire or any other cause covered by insurance maintained by Landlord except Tenant's negligent or intentional act so as to render the Premises untenantable, the rent shall be abated while the Premises remain untenantable; and in the event of such damage, Landlord shall elect whether to repair the Premises or to cancel this Lease, and shall notify Tenant in writing of its election within sixty (60) days after such damage. In the event Landlord elects to repair the Premises, the work or repair shall begin promptly and shall be carried on without unnecessary delay; provided that Landlord's work shall not include the repair or restoration of any improvements installed or other work done by Tenant in or about the Premises. If Landlord repairs or restores the Premises or the Building, as the case may be, pursuant to this Section, then Tenant at its expense promptly shall repair, restore, or replace all of its leasehold improvements and betterments, trade fixtures, and personal property damaged or destroyed by such fire or other casualty. In the event Landlord elects not to repair the Premises, the Lease shall be deemed canceled as of the date of the damage. Such damage shall not extend the Lease term. If Tenant determines in its reasonably judgment that Landlord will not be able to complete repairs to the Premises within six (6) months following a fire or

other casualty. Tenant may terminate this Lease by notifying Landlord in writing within thirty (30) days after such fire or other casualty.

16. **CONDEMNATION.** If the whole or any part of the Premises shall be taken by public authority under the power of eminent domain, then the term of this Lease shall cease on that portion of the Premises so taken, from the date of possession, and the rent shall be paid to that date, with a proportionate refund by Landlord to Tenant of such rent as may have been paid by Tenant in advance. If the portion of the Premises taken is such that it prevents the practical use of the Premises for Tenant's purposes, then Tenant shall have the right either (a) to terminate this Lease by giving written notice of such termination to Landlord not later than thirty (30) days after the taking, or (b) to continue in possession of the remainder of the Premises, except that the rent shall be reduced in proportion to the area of the Premises taken. In the event of any taking or condemnation of the Premises, in whole or in part, the entire resulting award of damages shall be the exclusive property of Landlord, including all damages awarded as compensation for diminution in value to the leasehold, without any deduction for the value of any unexpired term of this Lease, or for any other estate or interest in the Premises now or hereafter vested in Tenant; provided that Tenant shall not be precluded from filing its own claim for damages following a taking described in this section if the amount to be paid under such claim does not reduce the amount available to Landlord.

17. **DEFAULT OR BREACH.** Each of the following events shall constitute a default or a breach of this Lease by Tenant:

(a) If Tenant fails to pay Landlord any rent or other payments when due hereunder, and fails to cure such default within ten (10) days after receipt of written notice from Landlord;

(b) If Tenant vacates or abandons the Premises;

(c) If Tenant files a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, or voluntarily takes advantage of any such act by answer or otherwise, or makes an assignment for the benefit of creditors; provided that the taking of any of the actions described in this Section 17(c) shall not constitute a default or breach so long as Tenant has not committed any other uncured breach or default under this Lease:

(d) If involuntary proceedings under any bankruptcy or insolvency act shall be instituted against Tenant, or if a receiver or trustee shall be appointed of all or substantially all of the property of Tenant, and such proceedings shall not be dismissed or the receivership or trusteeship vacated within thirty (30) days after the institution or appointment; or

(e) If Tenant fails to perform or comply with any other term or condition of this Lease, or any of the rules and regulations established by Landlord, and if such nonperformance shall continue for a period of thirty (30) days after written notice thereof by Landlord to Tenant, time being of the essence.

18. **EFFECT OF DEFAULT.** In the event of any default or breach hereunder, in addition to any other right or remedy available to Landlord, either at law or in equity, Landlord may exert any one or more of the following rights:

(a) Landlord may re-enter the Premises immediately and remove the property and personnel of Tenant, and shall have the right, but not the obligation, to store such property in a public warehouse or at a place selected by Landlord, at the risk and expense of Tenant.

(b) Landlord may retake the Premises and may terminate this Lease by giving written notice of termination to Tenant. Without such notice, Landlord's retaking will not terminate the Lease. On termination, Landlord may recover from Tenant all damages proximately resulting from the breach, including the cost of recovering the Premises and the difference between the rent due for the balance of the Lease term as though the

Lease had not been terminated and the fair market rental value of the Premises for the balance of the Lease term as though the Lease had not been terminated which sum shall be immediately due Landlord from Tenant.

(c) Landlord may relet the Premises or any part thereof for any term without terminating this Lease, at such rent and on such terms as it may, choose. Landlord may make alterations and repairs to the Premises. In addition to Tenant's liability to Landlord for breach of this Lease, Tenant shall be liable for all expenses of the reletting, for any alterations and repairs made, and for the rent due for the balance of the Lease term, which sum shall be immediately due Landlord from Tenant. The amount due Landlord will be reduced by the net rent received by Landlord during the remaining term of this Lease from reletting the Premises or any part thereof. If during the remaining term of this Lease Landlord receives more than the amount due Landlord under this sub-paragraph, the Landlord shall pay such excess to Tenant.

19. **SURRENDER - HOLDING OVER.** Tenant shall, upon termination of this Lease, whether by lapse of time or otherwise, peaceably and promptly surrender the Premises to Landlord. If Tenant remains in possession after the termination of this Lease, without a written lease duly executed by the parties, Tenant shall be deemed a trespasser. If Tenant pays, and Landlord accepts, rent for a period after termination of this Lease, Tenant shall be deemed to be occupying the Premises only as a tenant from month to month, subject to all the terms, conditions, and agreements of this Lease, except that the rent shall be one hundred fifty percent (150%) times the monthly rent specified in the lease immediately before termination.

20. **SUBORDINATION AND ATTORNMENT.** Landlord reserves the right to place liens and encumbrances on the Premises superior in lien and effect to this Lease. This Lease, and all rights of Tenant hereunder, shall, at the option of Landlord, be subject and subordinate to any liens and encumbrances now or hereafter imposed by Landlord upon the Premises or the Real Estate or any part thereof, and Tenant agrees to execute, acknowledge, and deliver to Landlord, upon request, any and all instruments that may be necessary or proper to subordinate this Lease and all rights herein to any such lien or encumbrance as may be required by Landlord.

In the event any proceedings are brought for the foreclosure of any mortgage on the Premises, Tenant will attorn to the purchaser at the foreclosure sale and recognize such purchaser as the Landlord under this Lease. The purchaser, by virtue of such foreclosure, shall be deemed to have assumed, as substitute Landlord, the terms and conditions of this Lease until the resale or other disposition of its interest. Such assumption, however, shall not be deemed an acknowledgment by the purchaser of the validity of any then existing claims of Tenant against the prior Landlord.

Tenant agrees to execute and deliver such further assurances and other documents, including a new lease upon the same terms and conditions contained herein, confirming the foregoing, as such purchaser may reasonably request. Tenant waives any right of election to terminate this Lease because of any such foreclosure proceedings. Any documents, including a new lease, to be signed by Tenant under this Section 20 will contain language reasonably satisfactory to Tenant providing that any lender, new owner or other party that succeeds to Landlord's interest under this Lease will not disturb Tenant's use and occupancy of the Premises under this Lease so long as Tenant has not committed an uncured default under this Lease or any new lease.

21. **NOTICES.** Any notice or demands given hereunder shall be in writing and personally delivered or sent by first class mail postage prepaid to Landlord c/o Colliers International, 6464 Center Street, Suite 200, Omaha, Nebraska 68106 and also to Tenant at 6646-50 South 108<sup>th</sup> Street, La Vista, Nebraska 68128 AND 7474 Lake Towne Center Parkway, Suite 101, Papillion, Nebraska 68046, or at such other address as either party may from time to time designate in writing. Each such notice shall be deemed to have been given at the time it shall be personally delivered to such address or deposited in the United States mail in the manner prescribed herein.

22. **COMPLIANCE WITH ADA.** Tenant shall be responsible for all costs of complying with the Americans with Disabilities Act (ADA) and all similar laws and regulations within the Premises, including the removal of barriers which do not necessitate the removal or modification of load-bearing walls. . Landlord shall be responsible for all costs of complying with the Americans with Disabilities Act (ADA) and all similar laws and regulations outside of the Premises and the Common Areas.

23. **SUBSTITUTION OF OTHER PREMISES.** intentionally Deleted.

24. **COVENANT OF QUIET ENJOYMENT.** Landlord covenants and agrees that at all times when Tenant is not in default under the terms of this Lease, Tenant's quiet and peaceful enjoyment of the Premises shall not be disturbed or interfered with by Landlord or by any person claiming by, through or under Landlord.

25. **MISCELLANEOUS.**

(a) **Binding on Assigns.** All terms, conditions, and agreements of this Lease shall be binding upon, apply, and inure to the benefit of the parties hereto and their respective heirs, representatives, successors, and permitted assigns.

(b) **Amendment in Writing.** This Lease contains the entire agreement between the parties and may be amended only by subsequent written agreement.

(c) **Waiver - None.** The failure of Landlord to insist upon strict performance of any of the terms, conditions and agreements of this Lease shall not be deemed a waiver of any of its rights or remedies hereunder and shall not be deemed a waiver of any subsequent breach or default of any of such terms, conditions, and agreements. The doing of anything by Landlord which Landlord is not obligated to do hereunder shall not impose any future obligation on Landlord nor otherwise amend any provisions of this Lease.

(d) **No Surrender.** No surrender of the Premises by Tenant shall be affected by Landlord's acceptance of the keys to the Premises or of the rent due hereunder, or by any other means whatsoever, without Landlord's written acknowledgment that such acceptance constitutes a surrender.

(e) **Captions.** The captions of the various paragraphs in this Lease are for convenience only and do not define, limit, describe, or construe the contents of such paragraphs.

(f) **Applicable Law.** This Lease shall be governed by and construed in accordance with the laws of the State of Nebraska.

(g) **Partial Invalidity.** If any provision of this Lease is invalid or unenforceable to any extent, then that provision and the remainder of this Lease shall continue in effect and be enforceable to the fullest extent permitted by law.

(h) **Zoning Special Use Changes.** Should for any reason, Tenant be denied any zoning or special use permits that would prohibit Tenant from operating a brewery at this location within sixty (60) days after the date hereof, Tenant may terminate this Lease by written notice to Landlord.

(i) **Right of Access.** Upon prior reasonable notice and at times reasonably acceptable to Tenant, Landlord and its agents and representatives shall have reasonable access to the Premises for the purpose of ascertaining the nature of the activities being conducted thereon and to determine the type, kind

and quantity of all products, materials and substances brought on to the Premises or made or produced thereon.

26. **BROKERS.** The brokers involved in this transaction are:

Agent for Landlord: Clint Seemann and Lee Ehlers of Investors Realty, Inc.

Agent for Tenant: Wait Pepper and Don Groesser of P.J. Morgan Company.

Landlord and Tenant acknowledge that Investors Realty, Inc. is being paid a six percent (6%) fee on the entire term of this Lease by Landlord and this fee will be shared by the Brokers based on their separate agreement.

27. **ENVIRONMENTAL REPRESENTATIONS AND COVENANTS; INDEMNITY.** Tenant agrees that it shall not at any time use the Premises in whole or in part to generate, refine, produce, store, handle, transfer, process, discharge, release or dispose of or transport any of the following in any manner which could result in contamination of the Premises or could result in any violation of or assessment of costs or liability under any Environmental Regulation: hazardous substances, pollutant or contaminant, hazardous waste, toxic chemical, hazardous chemical, hazardous material as those terms are defined herein and in the Federal Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C.A § 9601 [14] and [33]), any so-called "Superfund" or "Superlien" law, or other applicable federal, state, or local statute, ordinance, rule or regulation, nor shall Tenant permit any release or threatened release of any Hazardous Substance on the Premises, nor shall Tenant install or permit the installation of any underground storage tanks in or about the Premises. As used herein the term "Hazardous Substance", shall mean urea formaldehyde, polychlorinated byphenyls, asbestos, asbestos-containing materials, radioactive materials or wastes, petroleum products, or any waste material or other substance which would subject the owner of the Premises to any response costs, damages, penalties, or liabilities under any applicable Environmental Regulations. The term "Environmental Regulations" as used herein means any federal, state, or local laws, statutes, codes, ordinances, regulations, requirements or rules relating to any environmental matters, including the removal, handling, and disposal of hazardous or toxic waste materials or substances. Tenant shall notify Landlord immediately upon receipt from any governmental entity or agency of any violation or alleged violation of any Environmental Regulation. Tenant covenants that it will not violate or permit the violation of any Environmental Regulation during the term of this Lease or any extension thereof.

Tenant hereby agrees to indemnify and hold Landlord fully and completely harmless from any and all costs, loss, liability, claims, expenses, fees (including reasonable attorneys' and consultants' fees), penalties, fines, assertions and judgments asserted against or incurred by Landlord arising from or in connection with any breach by Tenant of the terms of this paragraph.

28. **OTHER PROVISIONS.**

(a) **Tenant Loan.** Landlord has agreed to provide Tenant with a Tenant Loan of One Hundred Ninety-Two Thousand Seven Hundred Twenty and no/100 Dollars (\$192,720.00), which shall be disbursed as follows: (1) Twenty-Four Thousand Ninety and no/100 Dollars (\$24,090.00) within two (2) weeks of Lease execution, (2) Eighty-Four Thousand Three Hundred Fifteen and no/100 Dollars (\$84,315.00) on August 15, 2013, and (3) Eighty-Four Thousand Three Hundred Fifteen and no/100 Dollars (\$84,315.00) conditioned upon the receipt of Landlord of (i) copy of Certificate of Occupancy, (ii) first month's Rent and first month's Pro Rata Share of Operating Expense, (iii) copy of the Certificate of Occupancy; and (iv) Certificate of Insurance naming Landlord as an additional party insured. All work to be completed by licensed contractors. Reimbursement of a portion of the Tenant Loan by Tenant to Landlord for One Hundred Sixty-Eight Thousand Six Hundred Thirty and no/100 Dollars (\$168,630.00) plus interest

shall be paid as shown on the Promissory Note attached as Exhibit "E" attached hereto which shall be executed by Tenant and Guarantors at the time of execution of this Lease.

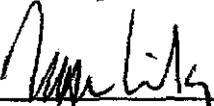
(b) **Option to Renew Lease.** If this Lease shall be in full force and effect on the date for the expiration of the term hereof, and the Tenant is presently not in default under the terms of this Lease, the Tenant shall have the right, at his option, to extend this lease for an two (2) additional terms of five (5) years, upon the same terms and conditions contained in this lease except that the minimum annual rent during said extended term shall be at current fair market rates to be determined at the time Tenant notifies Landlord of its intent to exercise its option to renew. To exercise such option, the Tenant shall notify the Landlord in writing, at least six (6) months prior to the expiration of such term, of the Tenant's intention to extend such term.

Any additional provisions of this Lease shall be in writing and attached as an addendum hereto.

Until this Lease is executed on behalf of all parties hereto, it shall be construed as an offer to lease by Tenant to Landlord.

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

**LANDLORD**  
**Brook Valley 14 Building, LLC**

BY 

PRINT NAME: ROGER W. WOZNIAK

ITS: MANAGER

**TENANT**  
**Nebraska Brewing Company, Inc.**

BY  ok

PRINT NAME: Paul H. Karulak

ITS: President

**PERSONAL GUARANTY**

To induce Brook Valley 14 Building, LLC, a Nebraska limited liability company, its successors and assigns, Landlord, to enter into the Lease dated August 15, 2013 (herein the "Lease") with Nebraska Brewing Company, Inc., as Tenant, concerning the Premises described as 6946-50 South 108<sup>th</sup> Street, La Vista, Nebraska, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Paul and Kim Kavulak ("Guarantors") hereby unconditionally guarantee to Landlord: (i) prompt and full payment of all Minimum Rent and other payments due from the Tenant under the Lease; and (ii) prompt and complete performance of all of the other terms, conditions and covenants of the Tenant under the Lease.

The Guarantors intends and agrees that this Guaranty shall remain effective until full and complete payment and performance of all of Tenant's obligations under the Lease, including any modifications or extensions thereof, notwithstanding any act or occurrence which might otherwise act to reduce or discharge the Guarantors. In this regard, the Guarantors acknowledge and agree that the liability of the Guarantors under this Guaranty shall continue notwithstanding any assignment, extension, amendment or modification of, or any forbearance under the Lease; and the Guarantors waives notice of any such assignment, extension, amendment, modification or forbearance. This Guaranty is an absolute and unconditional guaranty of payment and performance. It shall be enforceable against Guarantors, their heirs, personal representatives, successors, and assigns, without the necessity for any suit or proceedings by Landlord against Tenant, or its successors and assigns, and without the necessity of any notice of non-payment or non-observance or any notice of acceptance of this Guaranty or any other notice or demand to which Guarantors might otherwise be entitled, all of which Guarantors hereby expressly waives. Guarantors agree that the validity of the Guaranty and the obligations of Guarantors shall in no way be terminated, affected, or impaired by reason of the assertion or the failure of delay to assert by Landlord against Tenant, or Tenant's successors and assigns, any of the rights or remedies reserved to Landlord pursuant to the provisions of the Lease.

Guarantor's obligations and liabilities under this Guaranty are absolute, independent of and regardless of any defenses, counterclaims, set-offs, cross-claims, or other claims that Guarantors may now have or at any time hereafter have against Tenant or Landlord or any other person, firm, or corporation for any reason whatsoever. Guarantors further agrees that any such defenses, counterclaims, set-offs, cross-claims, or other claims that Guarantors may have now, or at any time hereafter have, shall not be enforceable in any independent action that would interfere with or in any way reduce the obligations owed by Guarantors under this Guaranty.

This Guaranty shall be binding upon the heirs, successors and personal representatives of the Guarantors and shall be construed according to Nebraska law. If more than one person or entity executes this Guaranty as Guarantor, the liability and obligation of each shall be joint and several.

Without regard to any contrary provision in this Guaranty, this Guaranty will terminate in its entirety on the third anniversary of the commencement of this Lease if (a) Tenant has committed no defaults un this lease, and (b) Tenant has a net worth of a least \$2,500,000 as of the date of the most recent financial statements of Tenant prepared with the assistance of an external accountant.

Dated this 12 day of July, 2013.

GUARANTOR:

By: PKK

Print Name: Paul Kavulak

Home Address

Street: 8711 Raven Drive  
City, State, Zip Louisville NE 68037

GUARANTOR:

By: KKK

Print Name: Kim Kavulak

Home Address

Street: 8711 Raven Drive  
City, State, Zip Louisville NE 68037

Exhibit "A-1"  
Premises

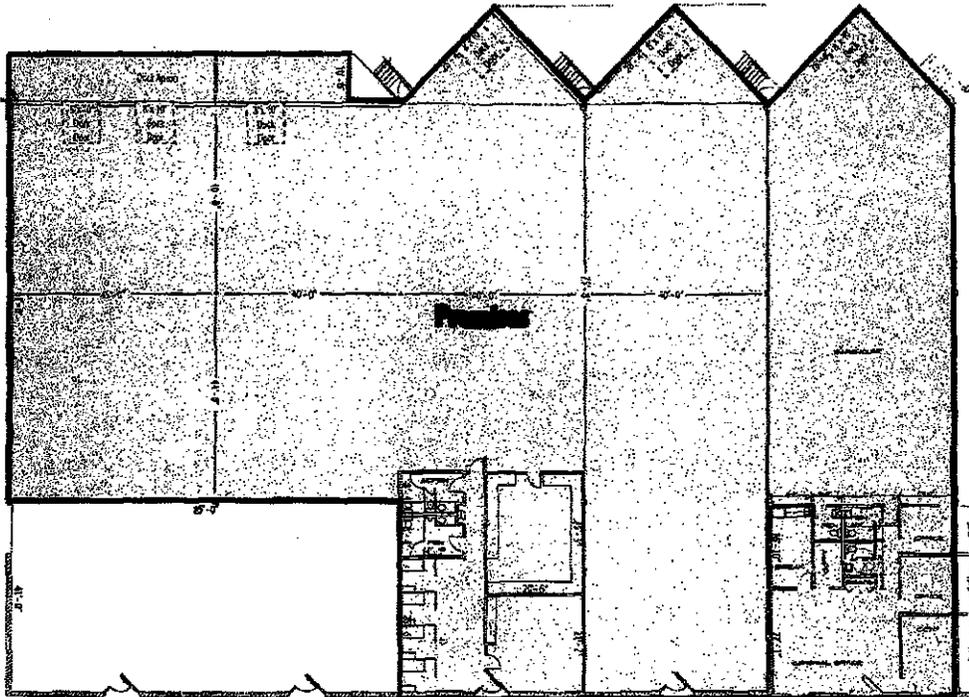
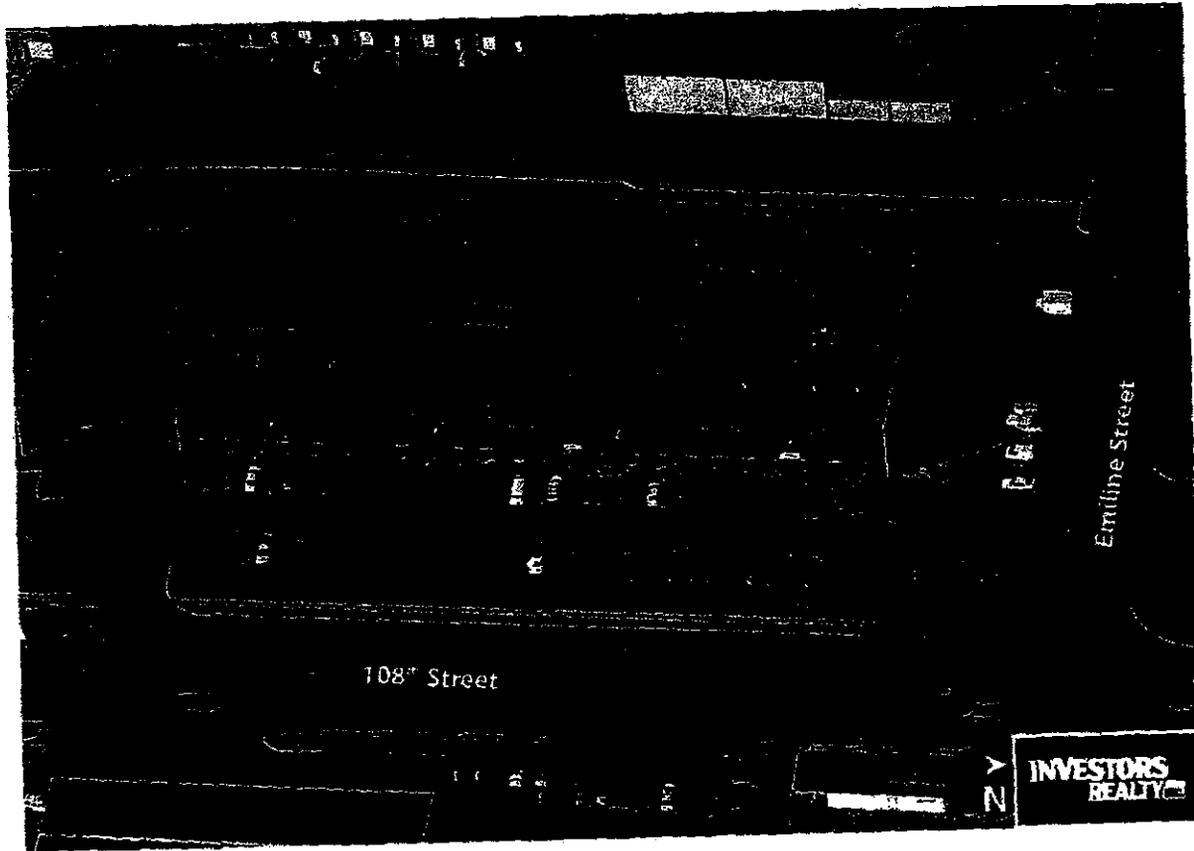


Exhibit "A-2"  
Premises



**Exhibit "B"**  
**Page 1 of 3**

Beginning	Ending	Per Square Foot	Base Rent
August 1, 2013	August 31, 2013	\$ -	\$ -
September 1, 2013	September 30, 2013	\$ -	\$ -
October 1, 2013	October 31, 2013	\$ -	\$ -
November 1, 2013	November 30, 2013	\$ -	\$ -
December 1, 2013	December 31, 2013	\$ 4.10	\$ 8,230.75
January 1, 2014	January 31, 2014	\$ 4.10	\$ 8,230.75
February 1, 2014	February 28, 2014	\$ 4.10	\$ 8,230.75
March 1, 2014	March 31, 2014	\$ 4.10	\$ 8,230.75
April 1, 2014	April 30, 2014	\$ 4.10	\$ 8,230.75
May 1, 2014	May 31, 2014	\$ 4.10	\$ 8,230.75
June 1, 2014	June 30, 2014	\$ 4.10	\$ 8,230.75
July 1, 2014	July 31, 2014	\$ 4.10	\$ 8,230.75
August 1, 2014	August 31, 2014	\$ 4.10	\$ 8,230.75
September 1, 2014	September 30, 2014	\$ 4.10	\$ 8,230.75
October 1, 2014	October 31, 2014	\$ 4.10	\$ 8,230.75
November 1, 2014	November 30, 2014	\$ 4.10	\$ 8,230.75
December 1, 2014	December 31, 2014	\$ 4.20	\$ 8,431.50
January 1, 2015	January 31, 2015	\$ 4.20	\$ 8,431.50
February 1, 2015	February 28, 2015	\$ 4.20	\$ 8,431.50
March 1, 2015	March 31, 2015	\$ 4.20	\$ 8,431.50
April 1, 2015	April 30, 2015	\$ 4.20	\$ 8,431.50
May 1, 2015	May 31, 2015	\$ 4.20	\$ 8,431.50
June 1, 2015	June 30, 2015	\$ 4.20	\$ 8,431.50
July 1, 2015	July 31, 2015	\$ 4.20	\$ 8,431.50
August 1, 2015	August 31, 2015	\$ 4.20	\$ 8,431.50
September 1, 2015	September 30, 2015	\$ 4.20	\$ 8,431.50
October 1, 2015	October 31, 2015	\$ 4.20	\$ 8,431.50
November 1, 2015	November 30, 2015	\$ 4.20	\$ 8,431.50
December 1, 2015	December 31, 2015	\$ 4.31	\$ 8,652.33
January 1, 2016	January 31, 2016	\$ 4.31	\$ 8,652.33
February 1, 2016	February 29, 2016	\$ 4.31	\$ 8,652.33
March 1, 2016	March 31, 2016	\$ 4.31	\$ 8,652.33
April 1, 2016	April 30, 2016	\$ 4.31	\$ 8,652.33
May 1, 2016	May 31, 2016	\$ 4.31	\$ 8,652.33
June 1, 2016	June 30, 2016	\$ 4.31	\$ 8,652.33
July 1, 2016	July 31, 2016	\$ 4.31	\$ 8,652.33
August 1, 2016	August 31, 2016	\$ 4.31	\$ 8,652.33
September 1, 2016	September 30, 2016	\$ 4.31	\$ 8,652.33
October 1, 2016	October 31, 2016	\$ 4.31	\$ 8,652.33
November 1, 2016	November 30, 2016	\$ 4.31	\$ 8,652.33
December 1, 2016	December 31, 2016	\$ 4.42	\$ 8,873.15
January 1, 2017	January 31, 2017	\$ 4.42	\$ 8,873.15
February 1, 2017	February 28, 2017	\$ 4.42	\$ 8,873.15
March 1, 2017	March 31, 2017	\$ 4.42	\$ 8,873.15
April 1, 2017	April 30, 2017	\$ 4.42	\$ 8,873.15
May 1, 2017	May 31, 2017	\$ 4.42	\$ 8,873.15
June 1, 2017	June 30, 2017	\$ 4.42	\$ 8,873.15
July 1, 2017	July 31, 2017	\$ 4.42	\$ 8,873.15
August 1, 2017	August 31, 2017	\$ 4.42	\$ 8,873.15

**Exhibit "B"**  
**Page 2 of 3**

Beginning	Ending	Per Square Foot	Base Rent
September 1, 2017	September 30, 2017	\$ 4.42	\$ 8,873.15
October 1, 2017	October 31, 2017	\$ 4.42	\$ 8,873.15
November 1, 2017	November 30, 2017	\$ 4.42	\$ 8,873.15
December 1, 2017	December 31, 2017	\$ 4.53	\$ 9,093.98
January 1, 2018	January 31, 2018	\$ 4.53	\$ 9,093.98
February 1, 2018	February 28, 2018	\$ 4.53	\$ 9,093.98
March 1, 2018	March 31, 2018	\$ 4.53	\$ 9,093.98
April 1, 2018	April 30, 2018	\$ 4.53	\$ 9,093.98
May 1, 2018	May 31, 2018	\$ 4.53	\$ 9,093.98
June 1, 2018	June 30, 2018	\$ 4.53	\$ 9,093.98
July 1, 2018	July 31, 2018	\$ 4.53	\$ 9,093.98
August 1, 2018	August 31, 2018	\$ 4.53	\$ 9,093.98
September 1, 2018	September 30, 2018	\$ 4.53	\$ 9,093.98
October 1, 2018	October 31, 2018	\$ 4.53	\$ 9,093.98
November 1, 2018	November 30, 2018	\$ 4.53	\$ 9,093.98
December 1, 2018	December 31, 2018	\$ 4.64	\$ 9,314.80
January 1, 2019	January 31, 2019	\$ 4.64	\$ 9,314.80
February 1, 2019	February 28, 2019	\$ 4.64	\$ 9,314.80
March 1, 2019	March 31, 2019	\$ 4.64	\$ 9,314.80
April 1, 2019	April 30, 2019	\$ 4.64	\$ 9,314.80
May 1, 2019	May 31, 2019	\$ 4.64	\$ 9,314.80
June 1, 2019	June 30, 2019	\$ 4.64	\$ 9,314.80
July 1, 2019	July 31, 2019	\$ 4.64	\$ 9,314.80
August 1, 2019	August 31, 2019	\$ 4.64	\$ 9,314.80
September 1, 2019	September 30, 2019	\$ 4.64	\$ 9,314.80
October 1, 2019	October 31, 2019	\$ 4.64	\$ 9,314.80
November 1, 2019	November 30, 2019	\$ 4.64	\$ 9,314.80
December 1, 2019	December 31, 2019	\$ 4.76	\$ 9,555.70
January 1, 2020	January 31, 2020	\$ 4.76	\$ 9,555.70
February 1, 2020	February 29, 2020	\$ 4.76	\$ 9,555.70
March 1, 2020	March 31, 2020	\$ 4.76	\$ 9,555.70
April 1, 2020	April 30, 2020	\$ 4.76	\$ 9,555.70
May 1, 2020	May 31, 2020	\$ 4.76	\$ 9,555.70
June 1, 2020	June 30, 2020	\$ 4.76	\$ 9,555.70
July 1, 2020	July 31, 2020	\$ 4.76	\$ 9,555.70
August 1, 2020	August 31, 2020	\$ 4.76	\$ 9,555.70
September 1, 2020	September 30, 2020	\$ 4.76	\$ 9,555.70
October 1, 2020	October 31, 2020	\$ 4.76	\$ 9,555.70
November 1, 2020	November 30, 2020	\$ 4.76	\$ 9,555.70
December 1, 2020	December 31, 2020	\$ 4.88	\$ 9,796.60
January 1, 2021	January 31, 2021	\$ 4.88	\$ 9,796.60
February 1, 2021	February 28, 2021	\$ 4.88	\$ 9,796.60
March 1, 2021	March 31, 2021	\$ 4.88	\$ 9,796.60
April 1, 2021	April 30, 2021	\$ 4.88	\$ 9,796.60
May 1, 2021	May 31, 2021	\$ 4.88	\$ 9,796.60
June 1, 2021	June 30, 2021	\$ 4.88	\$ 9,796.60
July 1, 2021	July 31, 2021	\$ 4.88	\$ 9,796.60
August 1, 2021	August 31, 2021	\$ 4.88	\$ 9,796.60
September 1, 2021	September 30, 2021	\$ 4.88	\$ 9,796.60

**Exhibit "B"**  
**Page 3 of 3**

<b>Beginning</b>	<b>Ending</b>	<b>Per Square Foot</b>	<b>Base Rent</b>
October 1, 2021	October 31, 2021	\$ 4.88	\$ 9,796.60
November 1, 2021	November 30, 2021	\$ 4.88	\$ 9,796.60
December 1, 2021	December 31, 2021	\$ 5.00	\$ 10,037.50
January 1, 2022	January 31, 2022	\$ 5.00	\$ 10,037.50
February 1, 2022	February 28, 2022	\$ 5.00	\$ 10,037.50
March 1, 2022	March 31, 2022	\$ 5.00	\$ 10,037.50
April 1, 2022	April 30, 2022	\$ 5.00	\$ 10,037.50
May 1, 2022	May 31, 2022	\$ 5.00	\$ 10,037.50
June 1, 2022	June 30, 2022	\$ 5.00	\$ 10,037.50
July 1, 2022	July 31, 2022	\$ 5.00	\$ 10,037.50
August 1, 2022	August 31, 2022	\$ 5.00	\$ 10,037.50
September 1, 2022	September 30, 2022	\$ 5.00	\$ 10,037.50
October 1, 2022	October 31, 2022	\$ 5.00	\$ 10,037.50
November 1, 2022	November 30, 2022	\$ 5.00	\$ 10,037.50
December 1, 2022	December 31, 2022	\$ 5.13	\$ 10,298.48
January 1, 2023	January 31, 2023	\$ 5.13	\$ 10,298.48
February 1, 2023	February 28, 2023	\$ 5.13	\$ 10,298.48
March 1, 2023	March 31, 2023	\$ 5.13	\$ 10,298.48
April 1, 2023	April 30, 2023	\$ 5.13	\$ 10,298.48
May 1, 2023	May 31, 2023	\$ 5.13	\$ 10,298.48
June 1, 2023	June 30, 2023	\$ 5.13	\$ 10,298.48
July 1, 2023	July 31, 2023	\$ 5.13	\$ 10,298.48
August 1, 2023	August 31, 2023	\$ 5.13	\$ 10,298.48
September 1, 2023	September 30, 2023	\$ 5.13	\$ 10,298.48
October 1, 2023	October 31, 2023	\$ 5.13	\$ 10,298.48
November 1, 2023	November 30, 2023	\$ 5.13	\$ 10,298.48

**Exhibit "C"**  
**Rules and Regulations**  
**Page 1 of 2**

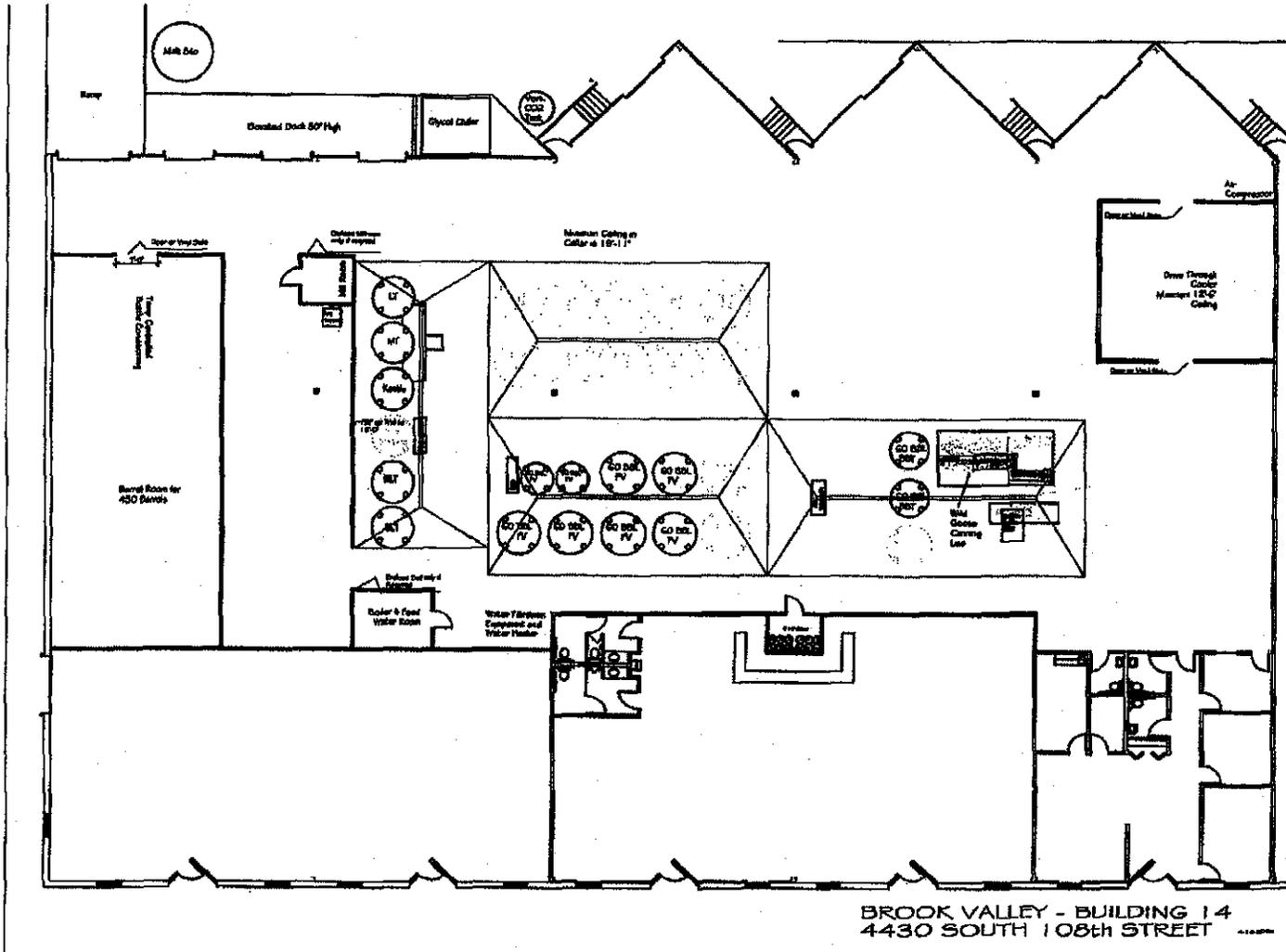
- (a) Tenant shall not place or erect any signs or identifying marks, trademarks, insignia or advertising on or about the Premises or the Real Estate except with the prior written consent of Landlord which Landlord will not unreasonably without, condition or delay. In the event Tenant shall place or cause to be placed any sign, identifying marks, insignia or advertising on or about the Premises or the Real Estate without the prior written consent of Landlord, Landlord shall have the right and power to remove the same at Tenant's expense. Tenant will provided Landlord with drawings showing the sign to be used by Tenant upon commencement of this Lease. If Landlord disapproves such signs Landlord and Tenant will use their best efforts to agree upon an alternate design for this sign.
- (b) All loading and unloading of goods shall be done only at times, in the areas and through the entrances designated for that purpose by Landlord and will be identified prior to signing lease.
- (c) All garbage and refuse shall be kept in the kind of container specified by Landlord, and shall be placed outside of the Premises daily, prepared for collection and removed in the manner and at the times and place specified by Landlord. If Landlord provides or designates a service for collection of refuse and garbage, Tenant shall use that service, at Tenant's expense, provided the cost is reasonably competitive to any identical service available to Tenant. Tenant shall in all events pay for the costs of such service. The service used by Landlord will be identified in advance of signing lease.
- (d) Nothing (including without limitation radio or television aenials) shall be placed or erected on the roof or exterior walls of the Premises without the prior written consent of Landlord, and it is understood that the exclusive use of the roof and exterior walls is reserved to Landlord. Anything so placed or erected on the roof or exterior walls shall be subject to removal without notice or liability at any time and any damage to the walls or roof caused by the removal shall be the responsibility of Tenant.
- (e) No loudspeaker, television, phonograph, radio, flashing light or other device shall be used in a manner so as to be heard or seen outside of the Premises without the prior written consent of Landlord.
- (f) No auction, fire, "lost our lease", bankruptcy or selling-out sales shall be conducted in the Premises without the prior written consent of Landlord, and none shall be conducted outside the Premises.
- (g) Tenant shall maintain all display windows in a neat, attractive condition, and shall exhibit only first-class materials, goods and items in all display windows. Tenant shall not permit the display of any materials, goods or items which in the sole discretion of the Landlord are considered lewd, obscene, pornographic, or otherwise not in keeping with the standards of the Real Estate.
- (h) The sidewalks, entry ways, loading areas, other common areas and other outside areas immediately adjoining the Premises shall be kept clear of debris and snow at all times by Tenant and Tenant shall not place or permit any obstructions, garbage, refuse, merchandise or displays in those areas. Landlord take care of removing snow.
- (i) Tenant, its employees and/or its agents, shall not solicit business in the common areas, nor shall Tenant, its employees and/or its agents distribute any handbills or other advertising matter in the common areas or on automobiles parked in the common areas.

**Exhibit "C"**  
**Rules and Regulations**  
**Page 2 of 2**

(l) Tenant shall keep the Premises at a temperature sufficient to prevent water from freezing in pipes and fixtures.

(k) Tenant shall not place or maintain any temporary fixture for the display of merchandise outside the Premises, and Landlord shall have the right, without giving prior notice to Tenant and without any liability for damage, to remove any such display from the Premises, except as shall have first received the written approval of Landlord as to size, color, location, nature and display qualities.

Exhibit "D"



BROOK VALLEY - BUILDING 14  
4430 SOUTH 108th STREET

**Exhibit "E"**  
**PROMISSORY NOTE**

\$168,630

Omaha, Nebraska  
July \_\_\_\_\_, 2013

FOR VALUE RECEIVED, the undersigned, NEBRASKA BREWING CO., PAUL KAVALUK and KIM KAVALUK (collectively the "Borrower") promise to pay to the order of BROOK VALLEY 14 BUILDING, LLC, ("Lender"), at its principal offices 4430 South 108<sup>th</sup> Street, Omaha, Nebraska 68137, or at such other place as the holder hereof may, from time to time, designate in writing, the principal sum of One Hundred Sixty Eight Thousand Six Hundred Thirty 00/100 Dollars (\$168,630.00), together with interest thereon at the "Note Rate", as hereinafter defined, from the date of advancement hereof until paid.

1. Note Rate. The term "Note Rate," as used herein, shall mean six and seventy five one hundred percent (6.75) per annum.

2. Repayment. The principal sum, together with interest upon the principal balance outstanding from time to time shall be repaid in twenty-four (24) monthly installments with the first monthly installment due November 1, 2013, and the final monthly installment due October 1, 2015 payable as set forth below and incorporated herein by this reference.

Beginning	Ending	Amortized Tenant Improvements (\$7.00 psf @ 7%)
September 15, 2013	October 14, 2013	\$ 491.00
October 15, 2013	November 14, 2013	\$ 491.00
November 15, 2013	December 14, 2013	\$ 491.00
December 15, 2013	January 14, 2014	\$ 982.10
January 15, 2014	February 14, 2014	\$ 982.10
February 15, 2014	March 14, 2014	\$ 982.10
March 15, 2014	April 14, 2014	\$ 5,206.80
April 15, 2014	May 14, 2014	\$ 5,206.80
May 15, 2014	June 14, 2014	\$ 5,206.80
June 15, 2014	July 14, 2014	\$ 5,206.80
July 15, 2014	August 14, 2014	\$ 5,206.80
August 15, 2014	September 14, 2014	\$ 5,206.80
September 15, 2014	October 14, 2014	\$ 5,206.80
October 15, 2014	November 14, 2014	\$ 5,206.80
November 15, 2014	December 14, 2014	\$ 5,206.80
December 15, 2014	January 14, 2015	\$ 5,206.80
January 15, 2015	February 14, 2015	\$ 5,206.80
February 15, 2015	March 14, 2015	\$ 5,206.80
March 15, 2015	April 14, 2015	\$ 5,206.80
April 15, 2015	May 14, 2015	\$ 5,206.80
May 15, 2015	June 14, 2015	\$ 5,206.80
June 15, 2015	July 14, 2015	\$ 5,206.80
July 15, 2015	August 14, 2015	\$ 5,206.80
August 15, 2015	September 14, 2015	\$ 88,724.00

3. Late Charge. Any payment required under this Promissory Note not received by the holder within five (5) days of its scheduled due date shall bear a late charge of ten percent (10%) of the amount of such payment,

which late charge must accompany the overdue payment.

4. Application of Payments. All payments made hereon shall be applied first to late charges, next to accrued interest, and the balance of any payment shall be applied in reduction of the principal balance.

5. Prepayment. The Loan evidenced hereby may be prepaid in whole or in part without premium or penalty at any time.

6. Overdue Interest. Should any interest not be paid when it is due, the unpaid interest shall become a part of the principal and thereafter bear like interest.

7. Events of Default. Upon the occurrence of any one or more of the following (hereinafter referred to as an "Event of Default"):

(a) failure by Borrower to pay within fourteen (14) days of the date of such payment is due and payable, any payment of principal or interest on this Promissory Note;

(b) Borrower shall file a voluntary petition in bankruptcy or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking or acquiescing in any reorganization arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors; or Borrower shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Borrower, or Borrower shall make any general assignment for the benefit of creditors, or shall admit in writing Borrower's inability to pay his debts generally as they become due;

(c) any court of competent jurisdiction shall enter a final order, judgment or decree approving a petition filed against Borrower seeking any reorganization, dissolution, or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, and such final order, judgment or decree shall remain unvacated and unstayed for an aggregate of sixty (60) days (whether or not consecutive) from the first date of entry thereof;

then at the option of the holder hereof, the entire unpaid balance of principal of this Promissory Note, together with accrued interest and any other sums due hereunder if such Event of Default is not cured and made good within such time and after such notice as may be required by applicable law, shall become due and payable. To the extent permitted by applicable law, the Borrower further agrees to pay to the holder hereof all reasonable attorneys' fees, legal expenses and court costs incurred in enforcing the provisions of this Promissory Note, including reasonable attorneys' fees, legal expenses and costs incurred in bankruptcy proceedings, appellate proceedings or post-judgment collection efforts.

8. Severability. Every provision of this Promissory Note is intended to be severable. In the event any term or provision hereof is declared to be illegal or invalid for any reason whatsoever by a court of competent jurisdiction, such illegality or invalidity shall not affect the validity or enforceability of the remaining terms and provisions hereinabove set forth.

9. Waivers. The undersigned, and all sureties and all other persons liable hereon or liable for the payment of this Promissory Note severally waive presentment of payment, demand, protest, notice of nonpayment, protest of nonpayment and consent to any and all renewals, extensions and modifications which might be by the holder hereof made as to the time of payment of this Promissory Note, from time to time, and further agree that the security for this Promissory Note, or any portion thereof may, from time to time, be modified or released, in whole or in part, without affecting the liability of any party liable hereon or for the payment of this Promissory Note.

10. Applicable Law. This Promissory Note is delivered by the Borrower to Lender at Lender's principal place of business in Omaha, Nebraska, and shall be deemed to have been made thereat. This Promissory Note shall be governed and controlled as to validity, enforcement, interpretation, construction, effect and in all other respects, including but not limited to, the legality of interest charged hereunder, by the statutes, laws and decisions of the State of Nebraska. The law of the State of Nebraska shall apply in all respects to matters related to the enforcement of the other Loan Documents.

IN WITNESS WHEREOF, this Promissory Note was executed on the date first above set forth.

BORROWER:  
Nebraska Brewing CO.

By: Nebraska Brewing Company  
President, Vice President

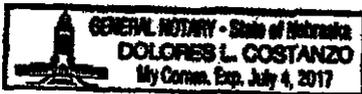
  
Paul Kavaluk

  
Kim Kavaluk

STATE OF NEBRASKA )  
 ) ss  
COUNTY OF DOUGLAS )

On this 12 day of July, 2013 before me, the undersigned, a Notary Public in and for said County and State, personally appeared the above-named Paul / Kim Kavalak, known to be the identical person named in and who executed the foregoing Agreement as President of Nebraska Brewing Company, Inc., and acknowledged that he executed the same as his voluntary act and deed as such officer and the voluntary act and deed of said corporation.

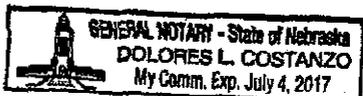
WITNESS my hand and Notarial Seal the date last aforesaid.



*Dolores L. Costanzo*  
Notary Public

STATE OF NEBRASKA )  
 ) ss:  
COUNTY OF DOUGLAS )

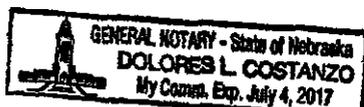
The foregoing instrument was acknowledged before me, a Notary Public, this 12 day of July, 2013, by Paul Kavalak.



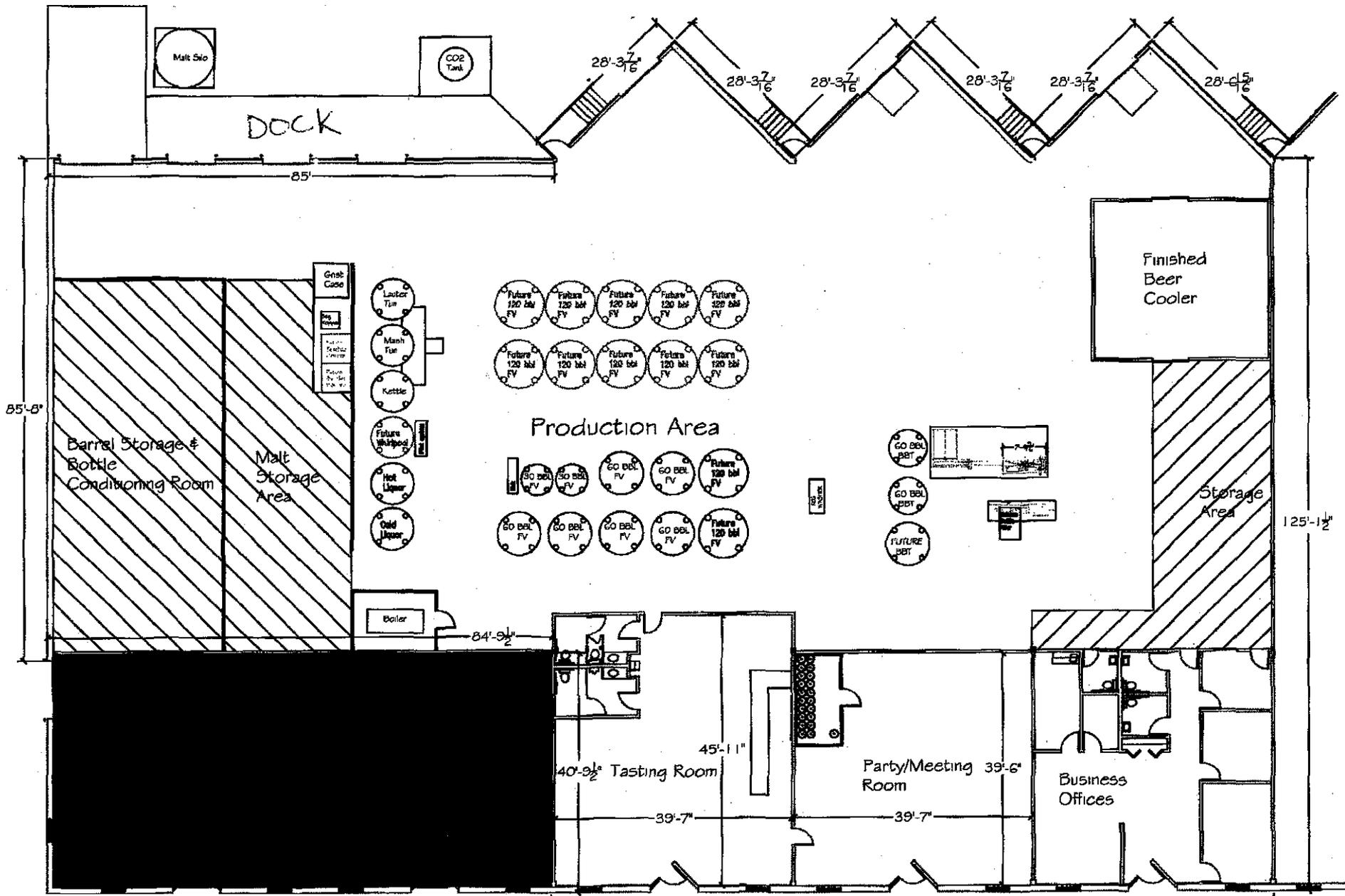
*Dolores L. Costanzo*  
Notary Public

STATE OF NEBRASKA )  
 ) ss:  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me, a Notary Public, this 12 day of July, 2013, by Kim Kavalak.



*Dolores L. Costanzo*  
Notary Public



one story building 146 x 201  
 including dock area 11 x 69

Nebraska Brewing Company  
 6946-50 SOUTH 108th STREET  
 No Basement  
 No Outdoor Area for picnic

I

RESOLUTION NO. 13- \_\_\_\_\_

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA RECOMMENDING TO THE NEBRASKA LIQUOR CONTROL COMMISSION, APPROVAL OF THE CLASS LK LIQUOR LICENSE APPLICATION FOR NEBRASKA BREWING CO DBA NEBRASKA BREWING CO. IN LA VISTA, NEBRASKA.

WHEREAS, Nebraska Brewing Co DBA Nebraska Brewing Co, 6946 S 108<sup>th</sup> Street, La Vista, Sarpy County, Nebraska, has applied to the Nebraska Liquor Control Commission for a Class LK Liquor License, and

WHEREAS, the Nebraska Liquor Control Commission has notified the City of said application, and

WHEREAS, the City has adopted local licensing standards to be considered in making recommendations to the Nebraska Liquor Control Commission, and

WHEREAS, said licensing standards have been considered by the City Council in making its decision.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, hereby recommend to the Nebraska Liquor Control Commission approval of the Class LK Liquor License application submitted by Nebraska Brewing Co DBA Nebraska Brewing Co, 6946 S 108<sup>th</sup> Street, La Vista, Sarpy County, Nebraska.

PASSED AND APPROVED THIS 17TH DAY OF DECEMBER, 2013.

CITY OF LA VISTA

\_\_\_\_\_  
Douglas Kindig, Mayor

ATTEST:

\_\_\_\_\_  
Pamela A. Buethe, CMC  
City Clerk

I

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**LA VISTA POLICE DEPARTMENT INTEROFFICE MEMORANDUM**

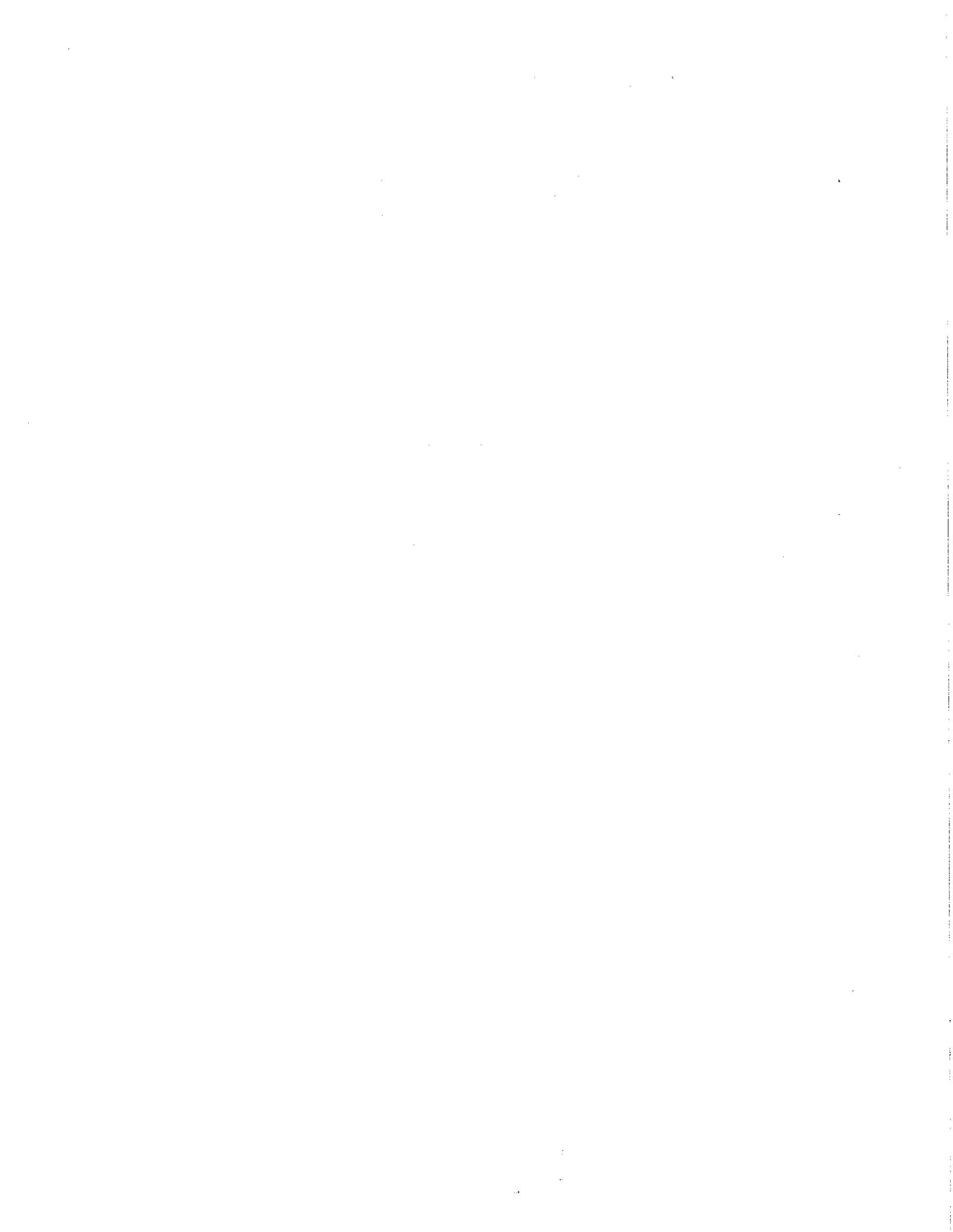
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**TO:** PAM BUETHE, CITY CLERK  
**FROM:** BOB LAUSTEN, POLICE CHIEF  
**SUBJECT:** LOCAL BACKGROUND- CORPORATE LIQUOR LICENSE / MANAGER- NEBRASKA  
BREWING COMPANY  
**DATE:** 11/25/2013  
**CC:**

---

The police department conducted a check of computerized records on the applicants, Paul H. Kavulak and Kimberly A. Kavulak for criminal conduct in Nebraska and Sarpy County in reference to the Liquor License application. The applicants have no entries.



# ► RECEIPT

11/19/2013

From: Jackie B Matulka – jackie.matulka@nebraska.gov

Phone: (402) 471 – 4881

Fax: (402) 471 – 2814

Nebraska Liquor Control Commission

To: City Clerk of La Vista – pbuethe@cityoflavista.org

App Info: Nebraska Brewing Co DBA Nebraska Brewing Co

Class LK 105931

PLEASE COMPLETE THE BOTTOM SECTION IMMEDIATELY UPON RECEIPT OF THIS APPLICATION

SIGN AND DATE STAMP THIS RECEIPT AND EITHER FAX OR EMAIL THIS FORM BACK

--THANK YOU

11-22-13

DATE OF RECEIPT

M Garrod - La Vista  
SIGNATURE Deputy City Clerk

18512

Johnston & Co. Boston  
1851

**RECOMMENDATION OF THE NEBRASKA LIQUOR CONTROL COMMISSION**

Date delivered from NLCC office: November 19, 2013

JBM

I, \_\_\_\_\_ Clerk of \_\_\_\_\_  
(City, Village or County)

Nebraska, hereby report to the Nebraska Liquor Control Commission in accordance with Revised Statutes of Nebraska, Chapter 53, Section 134 (7) the recommendation of said city, village or county, as the case may be relative to the application for a license under the provisions of the Nebraska Liquor Control Act as applied for by:

**Nebraska Brewing Co DBA Nebraska Brewing Co**  
**6946 S 108 Street, La Vista, NE 68128 (Sarpy County)**  
**NEW APPLICATION for Class LK 105931**  
**45 days – January 3, 2014**

1. Notice of local hearing was published in a legal newspaper in or of general circulation in city, village or county, one time not less than 7 nor more than 14 days before time of hearing.

**Check one:** Yes \_\_\_\_\_ No \_\_\_\_\_

The Statutes require that such hearing shall be held not more than 45 days after the date of receipt of this notice from the Commission.

2. Local hearing was held not more that 45 days after receipt of notice from the Nebraska Liquor Control Commission.

**Check one:** Yes \_\_\_\_\_ No \_\_\_\_\_

3. Date of hearing of Governing Body: \_\_\_\_\_

4. Type or write the Motion as voted upon by the Governing Body. If additional Motions are made by the Governing Body, then use an additional page and follow same format.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Motion was made by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

6. Roll Call Vote: \_\_\_\_\_

\_\_\_\_\_

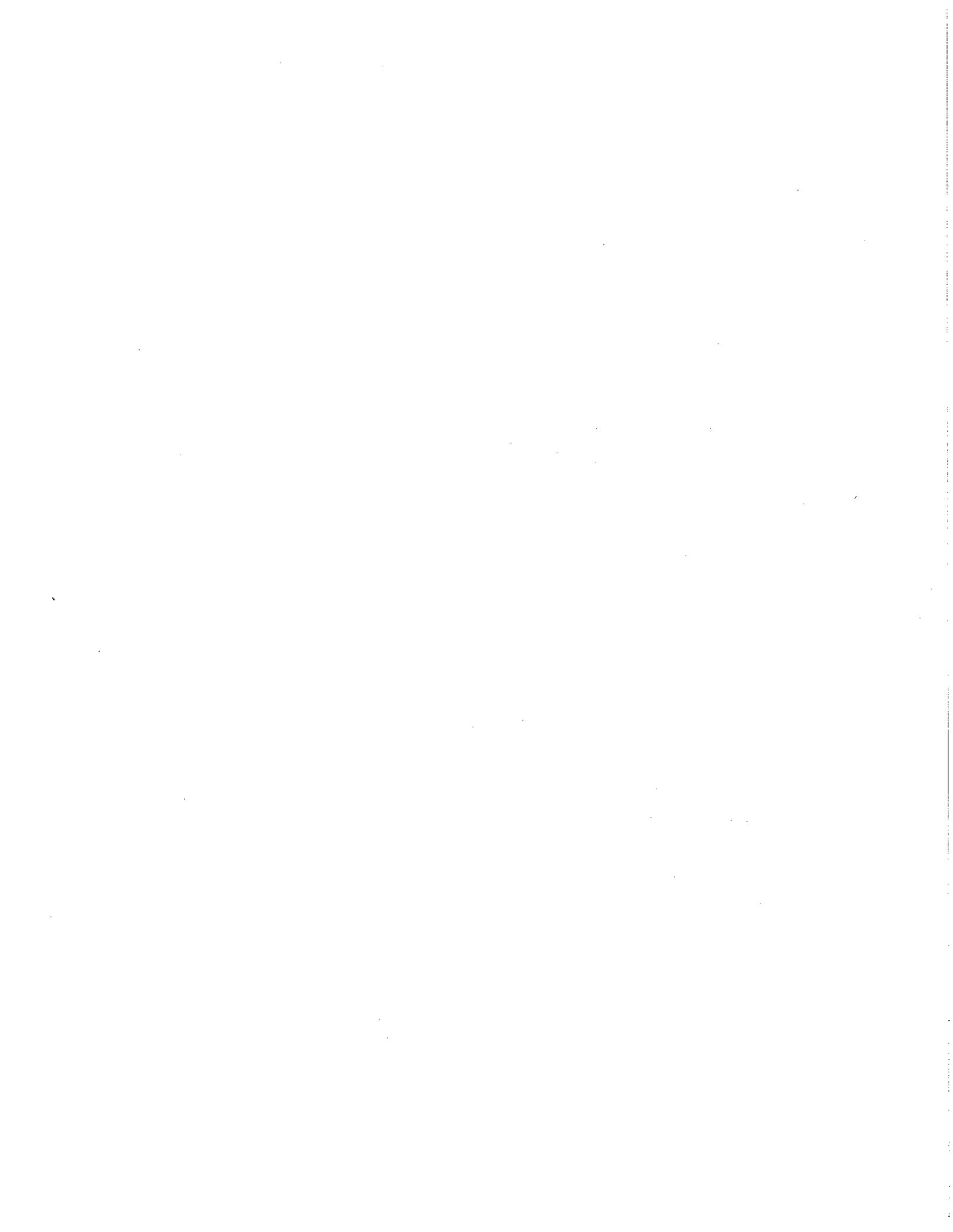
7. **Check one:** Motion Passed: \_\_\_\_\_ Motion Failed: \_\_\_\_\_

8. If the motion is for recommendation of denial of the applicant, then list the reasons of the governing body upon which the motion was made.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Attached additional page(s) if necessary)

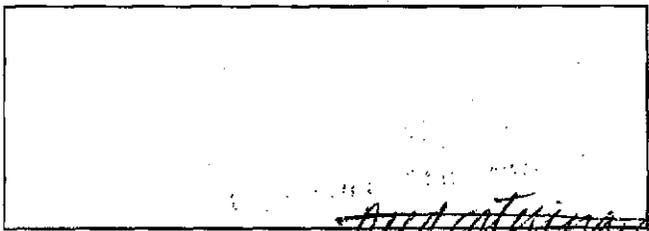
**SIGN HERE** \_\_\_\_\_ **DATE** \_\_\_\_\_  
(Clerks Signature)



**APPLICATION FOR LIQUOR LICENSE  
CRAFT BREWERY (BREW PUB)  
CHECKLIST**

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

QA  
New



~~Need entering app~~  
Need Federal Permit  
JM

Applicant Name Nebraska Brewing Company  
E-Mail Address: kim@nebraskabrewingco.com  
Web Site Address: www.nebraskabrewingco.com LK **105931**

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

**REQUIRED ATTACHMENTS**

11-19-13 Ag & FM sent out  
entered into database

- 1) Application fee \$400 plus licensee fee \$250  
Total \$650 (check payable to Nebraska Liquor Control Commission)
- 2) Copy of Federal Basic Permit issued by Alcohol and Tobacco Tax and Trade Bureau (TTB)
- 3) Alcoholic Liquor Tax Bond, \$1,000 minimum including the Power of Attorney documentation (May use form 115) OK
- 4) Submit diagram to include:
  - a. Facility dimensions and description
  - b. Identify production area
  - c. Any storage area
- 5) Copy of business plan
- 6) Name of Brew Master Tyson Arp
  - a. Phone number of Brew Master 402-933-7830
- 7) Fingerprint cards for each person (two cards per person) must be enclosed with a check payable to the Nebraska State Patrol for processing in the amount of \$38.00 per person. All areas must be completed on cards as per brochure. To prevent the delay in issuing your licer Nebraska State Patrol office or law enforcement agency listed in th



CK 6060  
#750  
mm  
Ret 167823

**RECEIVED**  
FORM 127  
REV 11/2010  
PAGE 1

X 8) Enclose the appropriate application forms  
Individual License (requires insert form 1)  
Partnership License (requires insert form 2)  
Corporate License (requires insert form 3a & 3c)  
Limited Liability Company (LLC) (requires form 3b & 3c)

X 9) If building is being leased send a copy of signed lease. Be sure the lease reads in the name of the individual(s), corporation or Limited Liability Company making application. Lease term must run through the license year being applied for.

X 10) Corporation or Limited Liability Company must enclose a copy of articles of incorporation; as filed with the Secretary of State's Office. This document must show barcode.

I acknowledge that this application is not a guarantee that a liquor license will be issued to me, and that the average processing period is 60 days. Furthermore, I understand that all the information is truthful and I accept all responsibility for any false documents.



Authorized Signature

Kimberly A. Kavulak

Print Name

402-933-6757

Contact Phone Number

10/29/13

Date

~~if taking a pp~~  
~~LLC form~~

**RECEIPT**

DATE 11-4-13 No. 167823

FROM Nebraska Brewing Co.

FOR New App - Brew Pub w/catering

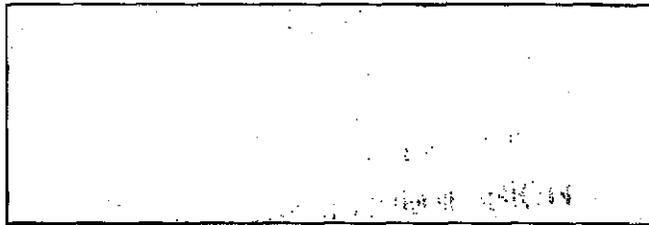


CASH  
 CHECK # 1100 \$ 1750.00  
 MONEY# \_\_\_\_\_  
ORDER

Received by Patricia [unclear]

**APPLICATION FOR LIQUOR LICENSE  
CRAFT BREWERY (BREW PUB)**

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



**CHECK CLASS OF LICENSE FOR WHICH APPLICATION IS MADE AND FEES  
(CHECK ALL DESIRED CLASSES)**

- Class L Craft Brewery (Brew Pub)      Application fee \$400 plus licensee fee \$250  
Total \$650 (checks payable to Nebraska Liquor Control Commission)
- Class K Catering license (requires catering application form 106) \$100.00
- Copy of Federal Basic Permit
- Alcoholic Liquor Tax Bond minimum of \$1,000 (form 115 may be used)

Additional fees may be assessed at city/village or county level when license is issued

Term of license runs from May 1 – April 30  
Catering license (K) expires same as craft brewery (brewpub) license

**CHECK TYPE OF LICENSE FOR WHICH YOU ARE APPLYING**

- Individual License (requires insert form 1)
- Partnership License (requires insert form 2)
- Corporate License (requires insert form 3a & 3c)
- Limited Liability Company (LLC) (requires form 3b & 3c)

**NAME OF ATTORNEY OR FIRM ASSISTING WITH APPLICATION (If applicant is  
Commission will call this person with any questions regarding any part of this application)**

Name N/A Phone number: \_\_\_\_\_  
Firm Name \_\_\_\_\_

**PREMISE INFORMATION**

Trade Name (doing business as) Nebraska Brewing Company

Street Address #1 6946-6950 S. 108th Street *while S 108 Street*

Street Address #2 \_\_\_\_\_

City La Vista County Sarpy *#51* Zip Code 68128

Premise Telephone number 402-934-0950

Is this location inside the city/village corporate limits:  YES *city*  NO

Mailing address (where you want to receive mail from the Commission)

Name Nebraska Brewing Company

Street Address #1 6946 S. 108th Street

Street Address #2 \_\_\_\_\_

City La Vista State NE Zip Code 68128

**DESCRIPTION AND DIAGRAM OF THE STRUCTURE TO BE LICENSED  
READ CAREFULLY**

In the space provided or on an attachment draw the area to be licensed. This should include storage areas, basement, outdoor area, sales areas and areas where consumption or sales of alcohol will take place. If only a portion of the building is to be covered by the license, you must still include dimensions (length x width) of the licensed area as well as the dimensions of the entire building. No blue prints please. Be sure to indicate the direction north and **number of floors** of the building.

**\*\*For on-premise consumption liquor licenses minimum standards must be met by providing at least two restrooms**

Length ~~See Attached~~ feet

Width \_\_\_\_\_ feet

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

*See  
attached  
diagram*

**APPLICANT INFORMATION**

1. **READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.**

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

YES       NO

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

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (city & state)	Description of Charge	Disposition

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

YES       NO

If yes, give name of business and liquor license number \_\_\_\_\_

a) Submit a copy of the sales agreement

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

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

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

YES       NO

If yes, give name and license number \_\_\_\_\_

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

YES       NO

If yes:

a) Attach temporary operating permit (form 125)

b) T.O.P. will only be accepted at a location that currently holds a valid liquor license.

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

YES       NO

If yes, list the lender \_\_\_\_\_

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

YES  NO

*OK everyone listed on app*

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

Paul H Kavulak Owner/President/Shareholder, Kimberly A. Kavulak Owner/Treasurer-Secretary/Shareholder, NBC Investment Corporation Shareholder, Paul F Kavulak Shareholder

**No silent partners**

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

YES  NO

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

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

YES  NO

If yes, provide name and address of such institution and where it is located in relation to the premises (Neb. Rev. Stat. 53-177)

9. Is anyone listed on this application a law enforcement officer?

YES  NO

If yes, list the person, the law enforcement agency involved and the person's exact duties

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

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

First National Bank Omaha a) Paul H. Kavulak and/or Kimberly A. Kavulak

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

Nebraska Brewing Company 7474 Towne Center Parkway Suite 101 Papillion, NE 68046 Class C 78151 Class LK 78152

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

- a) Individual, applicant only (no spouse)
- b) Partnership, all partners (no spouses)
- c) Corporation, manager only (no spouse)
- d) Limited Liability Company, manager only (no spouse)

Applicant Name	Date Trained (mm/yyyy)	Name of program where trained (name, city)
Paul H Kavulak	4-24-2013	NLCC RBST online

13. If the property for which this license is sought is owned, submit a copy of the deed, or proof of ownership. If leased, submit a copy of the lease covering the entire license year. Documents must show title or lease held in name of applicant as owner or lessee in the individual(s) or corporate name for which the application is being filed.

- Lease: expiration date 10/21/2023 10-31-2023
- Deed
- Purchase Agreement

- 14. When do you intend to open for business? November 15, 2013
- 15. What will be the main nature of business? Production & Packaging Brewery with Tasting Room
- 16. What are the anticipated hours of operation? Brewery M-F 0800-2200; Tasting Room Thurs-Sun 1600-2200

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

APPLICANT: CITY & STATE	YEAR		SPOUSE: CITY & STATE	YEAR	
	FROM	TO		FROM	TO
8711 Raven Drive Louisville NE 68037	2002	2013	8711 Raven Drive Louisville NE 68037	2002	2013

If necessary attach a separate sheet.

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

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

Must be signed in the presence of a notary public by applicant(s) and spouse(s). If partnership or LLC (Limited Liability Company), all partners, members and spouses must sign. If corporation all officers, directors, stockholders (holding over 25% of stock) and spouses. Full (birth) names only, no initials.

Paul  
Signature of Applicant

Kimberly  
Signature of Spouse

[Signature]  
Signature of Applicant

Paul  
Signature of Spouse

Signature of Applicant

Signature of Spouse

Signature of Applicant

Signature of Spouse

Signature of Applicant

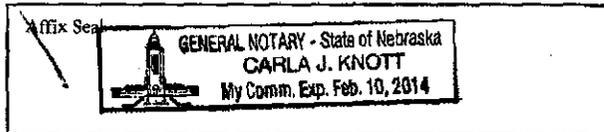
Signature of Spouse

ACKNOWLEDGEMENT

State of Nebraska  
County of CASS

The foregoing instrument was acknowledged before me this  
by Paul H. Kavulak & Kimberly A. Kavulak  
name of person acknowledged

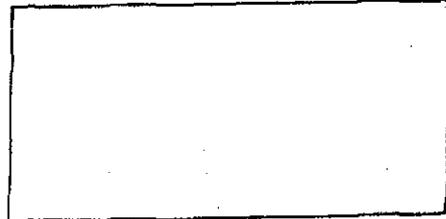
10-30-13 date  
Carla J. Knott  
Notary Public signature



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

**APPLICATION FOR LIQUOR LICENSE  
CATERING LICENSE**

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



**FEE \$100.00**

A catering license allows a retail licensee to deliver, sell or dispense alcoholic liquors, including beer, for consumption at a location designated on a Special Designated License (SDL). The catering license is renewed in the same manner and time as the retail license held by the licensee. A licensee shall not cater an event unless a SDL has been obtained. *An applicant seeking a SDL must be filed with the local governing body where the event is to be held at least 21 days prior to the event.* The application must then be filed with the Commission ten working days prior to the event. The local or county approval and law enforcement notification letter must accompany the SDL when submitted to the Commission. The \$40 per day license fee is waived for the holder of a catering license and the number of events allowed is unlimited.

CLASS OF LICENSE AND NUMBER \_\_\_\_\_

NAME OF LICENSEE Nebraska Brewing Co. Inc.

TRADE NAME Nebraska Brewing Company

PREMISE ADDRESS 6946 S. 108th Street

CITY/STATE/ZIP CODE La Vista NE 68128

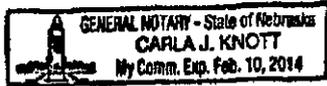
*OK*

A copy of your application for a catering license will be forwarded to the local governing body for recommendation Neb.rev.state., the Liquor Commission shall set for hearing any application receiving local governing body denial, a citizens protest or having statutory problems discovered by the Commission. If the local governing body does not make a recommendation, the Commission may approve or deny the issuance of a license. Catering licenses shall be delivered to the licensee in the same manner as provided in subsection (4) of Neb. rev. state., for delivery of licenses.

*Red K*  
Signature of Licensee

Subscribed in my presence and sworn to before me this 5th day of November, 2013

*Carla J. Knott*  
Notary Public Signature & Seal



**MANAGER APPLICATION  
INSERT - FORM 3c**

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

Office Use

**MUST BE:**

- ✓ **Citizen of the United States. Include copy of US birth certificate, naturalization paper or current US passport**
- ✓ **Nebraska resident. Include copy of voter registration in the State of Nebraska**
- ✓ **Fingerprinted. Two cards per person, fees of \$38 per person, made payable to Nebraska State Patrol. If printed at NSP mail check only.**
- ✓ **21 years of age or older**

Name of Corporation/LLC: Nebraska Brewing Co.

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

Premise Trade Name/DBA: Nebraska Brewing Company

Premise Street Address: 6946 S. 108th Street

City: La Vista County: Sarpy Zip Code: 68128

Premise Phone Number: 402-934-0950

Email address: kim@nebraskabrewingco.com

The individual whose name is listed as a corporate officer or managing member as reported on insert form 3a or 3b or listed with the Commission. Click on this link to see authorized individuals. [http://www.lcc.ne.gov/license\\_search/licsearch.cgi](http://www.lcc.ne.gov/license_search/licsearch.cgi)



**SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER**

(Faxed signatures are acceptable)

**Manager's information must be completed below PLEASE PRINT CLEARLY**

✓ Last Name: Kavulak First Name: Paul MI: H

Home Address (include PO Box if applicable): 8711 Raven Drive

City: Louisville County: Cass Zip Code: 68037

Home Phone Number: \_\_\_\_\_ Business Phone Number: 402-933-3040

Social Security Number: \_\_\_\_\_ Drivers License Number & State: \_\_\_\_\_

Date Of Birth: \_\_\_\_\_ Place Of Birth: Omaha, NE

Email address: paul@nebraskabrewingco.com

**Are you married? If yes, complete spouse's information. If you are married, it must have been a legal marriage.**

✓  YES  NO

**Spouse's Information**

✓ Spouses Last Name: Kavulak First Name: Kimberly MI: A

Social Security Number \_\_\_\_\_ Drivers License Number & State \_\_\_\_\_

Date Of Birth \_\_\_\_\_ Place Of Birth: Council Bluffs IA

**APPLICANT & SPOUSE MUST LIST RESIDENCES FOR THE PAST TEN (10) YEARS**

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
8711 Raven Drive Louisville NE 68037	2002	2013	8711 Raven Drive Louisville NE 68037	2002	2013

**MANAGER'S LAST TWO EMPLOYERS**

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2007	Present	Nebraska Brewing Company	N/A	402-834-7100
2000	2007	West Corporation	Skip Hanson	

**1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.**

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

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

YES       NO

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

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition

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

YES       NO

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

Nebraska Brewing Company 7474 Towne Center Parkway Suite 101 Papillion, NE 68046

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

YES       NO

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

\*NLCC Training Certificate Issued: 4-24-2013 Name on Certificate: Paul Harold Kavulak

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Paul Kavulak	4-24-2013	<del>none</del> RBST RB-0009285

\*For list of NLCC Certified Training Programs see [www.lcc.ne.gov/traininginfo.html](http://www.lcc.ne.gov/traininginfo.html)

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
Paul H. Kavulak / President	11/2007 - Present	Nebraska Brewing Company 7474 Towne Center Pkwy Suite 101 Papillion, NE 68046
Kimberly A. Kavulak / Brewpub GM	11/2007- Present	Nebraska Brewing Company 7474 Towne Center Pkwy Suite 101 Papillion, NE 68046

5. Have you enclosed the required fingerprint cards and **PROPER FEES** with this application?  
(Check or money order made payable to the **Nebraska State Patrol** for \$38.00 per person)

YES       NO

*prints submitted  
w/ other app*





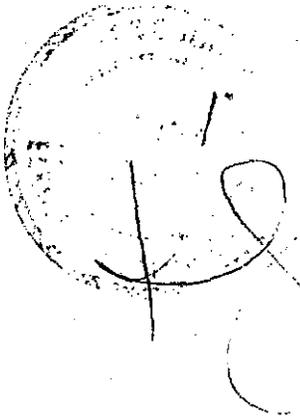
### Registrant Search Results

**Cass**

Registrant ID Status	Registrant Name Address	Birth Date	Registration Date	Precinct Part Phone	Party	Gender	Race
383859 Active	Kavulak, Paul H 8711 Raven Dr Louisville, NE 68037		10/18/2004	013.1		Unknown	

Total for Cass :

Total number of Registrants :



*AK*

### Registrant Search Results

**Cass**

Registrant ID Status	Registrant Name Address	Birth Date	Registration Date	Precinct Part Phone	Party	Gender	Race
380782 Active	Kavulak, Kimberly A 8711 Raven Dr Louisville, NE 68037		3/5/2002	013.1	Democrat	Female	

Total for Cass :

Total number of Registrants :



*OK*





**APPLICATION FOR LIQUOR LICENSE CORPORATION INSERT - FORM 3a**

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

Office Use

Officers, directors and stockholders holding over 25% shares of stock, including spouses, are required to adhere to the following requirements:

- 1) All officers, directors and stockholders must be listed
- 2) President/CEO and stockholders holding over 25% and their spouse(s) (if applicable) must submit fingerprints (2 cards per person)
- 3) Officers, directors and stockholders holding over 25 % shares of stock and their spouse (if applicable) must sign the signature page of the Application for License form 100 (even if a spousal affidavit has been submitted)

Attach copy of Articles of Incorporation. Articles must show barcode receipt by Secretary of State's Office.

Name of Registered Agent: Cline Williams Wright Johnson & Oldfather LLP

Name of Corporation that will hold license as listed on the Articles

Nebraska Brewing Co.

Corporation Address: 6946 S. 108th Street

City: La Vista

State: NE

Zip Code: 68128

Corporation Phone Number: 402-934-0950

Fax Number \_\_\_\_\_

Total Number of Corporation Shares Issued: 10,000

Name and Notarized Signature of President/CEO (Information of president must be listed on following page)

Last Name: Kavulak

First Name: Paul

MI: H

Home Address: 8711 Raven Drive

City: Louisville

State: NE

Zip Code: 68037

Home Phone Number \_\_\_\_\_

*Paul H. Kavulak*

Signature of President/CEO

**ACKNOWLEDGEMENT**

State of Nebraska  
County of Cass

The foregoing instrument was acknowledged before me this

10-30-13  
Date

by

*Paul H. Kavulak*  
name of person acknowledge

*Carla J. Knott*

Affix Seal

GENERAL NOTARY - State of Nebraska  
CARLA J. KNOTT  
My Comm. Exp. Feb. 10, 2014

List names of all officers, directors and stockholders including spouses (even if a spousal affidavit has been submitted)

Last Name: Kavulak First Name: Paul MI: H

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Title: President Number of Shares 2858

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

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

*Signed  
letter  
neg  
prints  
passport*

Last Name: Kavulak First Name: Kimberly MI: A

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Title: Treasurer / Secretary Number of Shares 2858

Spouse Full Name (indicate N/A if single): Paul H. Kavulak

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

*Signed  
letter  
neg  
prints  
passport*

Last Name: NBC Investment Company LLC First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: See Attached Stock Ledger Date of Birth: \_\_\_\_\_

Title: Shareholder Number of Shares 3600

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

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

*(1)*

Last Name: Kavulak First Name: Paul MI: F

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Title: Shareholder Number of Shares 184

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

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Is the applying corporation controlled by another corporation/company?

YES

NO

If yes, provide the following:

- 1) Name of corporation \_\_\_\_\_
- 2) Supply an organizational chart of the controlling corporation named above
- 3) Controlling corporation **MUST** be registered with the Nebraska Secretary of State, copy of articles must be submitted with application §53-126

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

Starting Date: January 1

Ending Date: December 31

Is this a Non-Profit Corporation?

YES

NO

If yes, provide the Federal ID # \_\_\_\_\_

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

**NEBRASKA BREWING CO.  
NEW STOCK LEDGER**

**NAME OF CORPORATION: NEBRASKA BREWING CO.      NO. OF AUTHORIZED SHARES:      20,000**

Issue Date	Cert No.		Received From	Issued To	No. of Shares	Cancel Date	Total Shares Outstanding
	Old	New					
	1		Original Issue	Paul Kavulak, Jr.	2,454	6/7/13 (recap)	2,454
	2		Original Issue	Kimberly Kavulak	2,454	6/7/13 (recap)	2,454
	3		Original Issue	Paul Kavulak, Sr.	92	6/7/13 (recap)	92
6/7/13		4	Original Issue	Paul Kavulak, Jr.	2,858		2,858
6/7/13		5	Original Issue	Kimberly Kavulak	2,858		2,858
6/7/13		6	Original Issue	Paul Kavulak, Sr.	184		184
6/7/13		7	Original Issue	NBC Investment Company, LLC, a Missouri limited liability company	3,600		3,600

# Nebraska Secretary of State

- John A. Gale

Articles

## Business Services

Home » Corporation and Business Entity Searches

Tue Nov 19 12:57:27 2013

For Letters of Good Standing (\$6.50), Certificates of Good Standing (\$10.00), and/or images (\$0.45 per page) of documents filed with the Secretary of State please click the corresponding service below:

**NEW SEARCH**

[Back to Search Results](#)

### Pay Services:

[Online Images of Filed Documents](#) | [Good Standing Documents](#)

Entity Name		SOS Account Number	
NEBRASKA BREWING CO.		10087997	
Principal Office Address		Registered Agent and Office Address	
6946 S. 108TH STREET LA VISTA, NE 68128		ROCHELLE A MULLEN 1125 SOUTH 103RD STREET SUITE 600 OMAHA, NE 68124	
Nature of Business	Entity Type	Date Filed	Account Status
RESTAURANT & BAR	Domestic Corp Qualifying State: NE	Aug 14 2006	Active

Corporation Position	Name	Address
<b>President</b>	PAUL KAVULAK	7474 TOWN CENTER PKWY, #101 PAPILLION, NE 68046
<b>Secretary</b>	KIMBERLY KAVULAK	7474 TOWN CENTER PKWY, #101 PAPILLION, NE 68046
<b>Treasurer</b>	KIMBERLY KAVULAK	7474 TOWN CENTER PKWY, #101 PAPILLION, NE 68046
<b>Director</b>	KIMBERLY KAVULAK	7474 TOWN CENTER PKWY, #101 PAPILLION, NE 68046
<b>Director</b>	PAUL KAVULAK	7474 TOWN CENTER PKWY, #101 PAPILLION, NE 68046

### Pay Services:

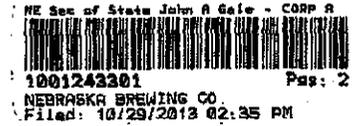
Click on the pay service items you wish to view. Your Nebraska Online account will be charged the indicated amount for each item you view.

**- Images of Filed Documents**

If an item is a link, the document may be retrieved online, otherwise you must contact the Secretary of State's office to obtain a copy of the document.

Code	Trans	Date	Price
AP	Articles Perpetual	Aug 14 2006	\$1.35 = 3 page(s) @ \$0.45 per page
PP	Proof of Publication	Sep 18 2006	\$0.45 = 1 page(s) @ \$0.45 per page
NN	New Name	Apr 06 2007	\$0.45 = 1 page(s) @ \$0.45 per page
PP	Proof of Publication	May 03 2007	\$0.45 = 1 page(s) @ \$0.45 per page
AR	Agent Resignation	Feb 04 2008	\$0.45 = 1 page(s) @ \$0.45 per page
NP	Non Payment of Taxes	Apr 16 2008	
TR	Tax Return	Apr 21 2009	\$1.35 = 3 page(s) @ \$0.45 per page
CR	Certificate of Revival	Apr 21 2009	\$0.45 = 1 page(s) @ \$0.45 per page
AO	Change of Agent or Office	Apr 21 2009	\$0.45 = 1 page(s) @ \$0.45 per page
NP	Non Payment of Taxes	Apr 16 2010	
CR	Certificate of Revival	Feb 23 2011	\$0.45 = 1 page(s) @ \$0.45 per page
TR	Tax Return	Feb 23 2011	\$1.35 = 3 page(s) @ \$0.45 per page
NP	Non Payment of Taxes	Apr 16 2012	
CR	Certificate of Revival	Oct 30 2012	\$0.45 = 1 page(s) @ \$0.45 per page
TR	Tax Return	Oct 30 2012	\$1.35 = 3 page(s) @ \$0.45 per page
A	Amendment	Jun 03 2013	\$1.35 = 3 page(s) @ \$0.45 per page
A	Amendment	Jun 07 2013	\$0.90 = 2 page(s) @ \$0.45 per page
PP	Proof of Publication	Jul 05 2013	\$0.45 = 1 page(s) @ \$0.45 per page
A	Amendment	Oct 29 2013	\$0.90 = 2 page(s) @ \$0.45 per page

Articles



**AMENDED AND RESTATED  
ARTICLES OF INCORPORATION  
OF  
NEBRASKA BREWING CO.**

Nebraska Brewing Co., a Nebraska corporation (the "Corporation"), acting pursuant to applicable provisions of the Nebraska Business Corporation Act, Neb. Rev. Stat. §§ 21-2001, et seq. (the "Act"), hereby amends, replaces and restates its Articles of Incorporation, as previously amended, in their entirety, as follows:

**ARTICLE I**

The name of the corporation is Nebraska Brewing Co. The principal place of business of the Corporation shall be at 6946 S. 108th Street, LaVista, NE 68128.

**ARTICLE II**

These Amended and Restated Articles of Incorporation of the Corporation shall be effective on the filing date hereof with the Nebraska Secretary of State.

**ARTICLE III**

The purposes for which the Corporation is organized are to engage in any lawful act or activity for which corporations may be organized under the Act.

**ARTICLE IV**

The Corporation shall have and exercise all powers and rights conferred upon corporations by the Act as necessary, suitable, proper, convenient or expedient for the attainment of the purposes set forth in Article III hereof.

**ARTICLE V**

The aggregate number of shares which the Corporation shall have the authority to issue is Twenty Thousand (20,000) shares of capital stock, which shall all be common stock having a par value of One Cent (\$.01) per share. The Corporation shall not issue any additional shares or other classes of capital stock unless otherwise agreed pursuant to the terms and conditions of the Act, the Corporation's Amended and Restated Bylaws, and any agreement among the shareholders of the Corporation governing the issuance, transfer or restriction of the Corporation's capital stock.

**ARTICLE VI**

The size of the Corporation's Board of Directors and the manner of election, designation, qualification, removal, replacement and the rights and responsibilities of each Director shall be set forth in the Corporation's Amended and Restated Bylaws.

# Articles

## ARTICLE VII

The Corporation's Board of Directors and Officers shall be indemnified by the Corporation as provided in the Corporation's Amended and Restated Bylaws or any other agreement among the Corporation and its shareholders.

## ARTICLE VIII

The Corporation elects to grant its shareholders preemptive rights that shall be exercisable in accordance with the Shareholders Agreement entered into by the Corporation and its shareholders on or about the date of the filing of these Amended and Restated Articles of Incorporation with the Nebraska Secretary of State.

## ARTICLE IX

These Amended and Restated Articles of Incorporation shall supersede in their entirety the Corporation's previous Articles of Incorporation filed with the Nebraska Secretary of State, and any and all amendments, restatements or revisions thereto. The address of the Corporation's registered office is 1125 South 103<sup>rd</sup> Street, Suite 600, Omaha, Nebraska 68124 and the Corporation's Registered Agent is Rochelle A. Mullen, Esquire.

## ARTICLE X

These Amended and Restated Articles of Incorporation may only be amended by a vote of the Corporation's shareholders of record who hold at least eighty-five percent (85%) of the Corporation's issued and outstanding voting Common Stock at the time of the proposed effective date of such amendment.

These Amended and Restated Articles of Incorporation and the above amendments required Shareholder approval and were approved by the unanimous written consent of all of the Corporation's shareholders dated and effective June 6, 2013, and such written consent indicated that, prior to the adoption of these Amended and Restated Articles of Incorporation and the above amendments, the Corporation had 5,000 shares of voting common stock issued and outstanding and indisputably entitled to vote on these Amended and Restated Articles of Incorporation and the above amendments and that all 5,000 shares were indisputably voted in favor of these Amended and Restated Articles of Incorporation and the above amendments. The above-described Shareholder vote was sufficient for approval of these Amended and Restated Articles of Incorporation and the above amendments.

NEBRASKA BREWING CO., a Nebraska  
corporation

By:

  
Paul Kavulak, Jr., President and Director

# Articles

STATE OF NEBRASKA ♦ SECRETARY OF STATE'S OFFICE  
1445 "K" STREET • STATE CAPITOL SUITE 1301 • LINCOLN, NE • 68509  
BUSINESS SERVICES DIVISION

**CORPORATIONS**

P.O. BOX 94608  
(402) 471-4079  
FAX: 471-3666

**UNIFORM COMMERCIAL CODE**

P.O. BOX 95104  
(402) 471-4080  
FAX: 471-4429

**NOTARY**

P.O. BOX 95104  
(402) 471-2558  
FAX: 471-4429

**JOHN A. GALE**  
Secretary of State

[www.sos.state.ne.us](http://www.sos.state.ne.us)

CLINE WILLIAMS  
1900 US BANK BLDG.  
233 SOUTH 13TH STREET  
LINCOLN, NE 68508

October 29, 2013

### ACKNOWLEDGEMENT OF FILING

The document(s) listed below were filed with the Nebraska Secretary of State's Office, Corporation Division. A label has been affixed to each filing signifying the filing stamp for the Nebraska Secretary of State's Office, Corporation Division. This filing label indicates the date and time of the filing and also references a document number that can be used to reference this filing in the future.

**Please remember** it is your responsibility to notify the Secretary of State's office of any change(s) in the information you filed.

### ACKNOWLEDGEMENT OF FILING FEES RECEIVED

Action/Service	Company/Entity Name	Fee Received
Amendment	NEBRASKA BREWING CO.	25.00
Per Page Charge	NEBRASKA BREWING CO.	10.00
	Total Fees Received	\$35.00

Maggie Dolezal  
Filing Officer

INSERT - FORM 3b

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



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

- 1) All members spouse(s) must be listed
- 2) Managing/Contact member and all members holding over 25% interest and their spouse(s) (if applicable) must submit fingerprints (2 cards per person)
- 3) Managing/Contact member and all members holding over 25 % shares of stock and their spouse (if applicable) must sign the signature page of the Application for License form 100 (even if a spousal affidavit has been submitted)

Attach copy of Articles of Organization (Articles must show barcode receipt by Secretary of States office)

Name of Registered Agent: SMF Registered Services, Inc.

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

LLC Address: 1201 Walnut Sreet, Suite 2900

City: Kansas City State: MO Zip Code: 64106

LLC Phone Number: 314-795-0503 LLC Fax Number: \_\_\_\_\_

Name of Managing/Contact Member

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

Last Name: Gillick First Name: Mary Ellen MI: G

Home Address: 318 Monte Vista Drive City: St. Louis

State: MO Zip Code: 63129 Home Phone Number: 314-795-0503

Mary Ellen G. Gillick  
Signature of Managing/Contact Member

ACKNOWLEDGEMENT

State of Nebraska

County of Lancaster

The foregoing instrument was acknowledged before me this

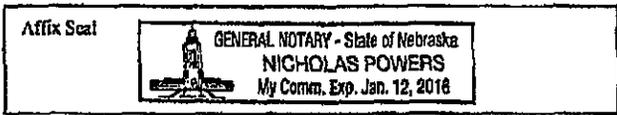
11-6-13

by Mary Ellen Gillick

Date

name of person acknowledge

Nicholas Powers



Last Name: Gillick First Name: Mary Ellen MI: G

Social Security Number: 495-62-8264 Date of Birth: 10/16/1954

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

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Percentage of member ownership \_\_\_\_\_

---

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

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

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Percentage of member ownership \_\_\_\_\_

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Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

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

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Percentage of member ownership \_\_\_\_\_

---

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

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

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Percentage of member ownership \_\_\_\_\_

YES

NO

If yes, provide the following:

- 1) Name of corporation \_\_\_\_\_
- 2) Supply an organizational chart of the controlling corporation named above
- 3) Controlling corporation **MUST** be registered with the Nebraska Secretary of State, copy of articles must be submitted with application §53-126

---

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

Starting Date: January 1 Ending Date: December 31

---

Is this a Non Profit Corporation?

YES

NO

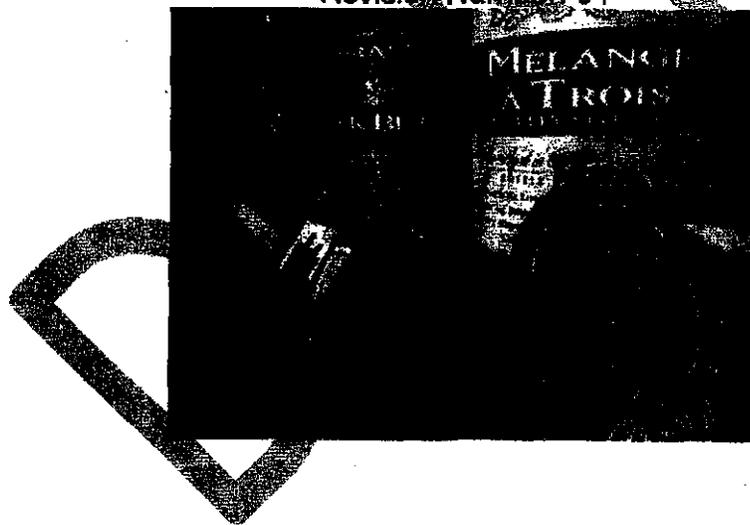
If yes, provide the Federal ID #. \_\_\_\_\_

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

FORM 102  
REV 12/2010  
Page 4 of 4



**BUSINESS PLAN PACKAGING BREWERY VERSION**  
Revision Number: 94



Business Plan

**Confidentiality Statement:**

Nebraska Brewing Company submits this document with the understanding that the contents will not be divulged to any party not directly affiliated with the evaluation of this business plan without prior written consent from Nebraska Brewing Company

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**DRAFT**

## EXECUTIVE SUMMARY

*Description of the Current Business:* Nebraska Brewing Company is a privately held company owned and managed by the President and Vice President (Paul & Kim Kavulak). The business of the company is high quality fresh beer and food in a brewpub style establishment. In addition to on-premise sales, Nebraska Brewing Company distributes wholesale beer to 14 additional States and utilizes 23 beer distributors to do so.

Nebraska Brewing Company is located in Shadow Lake Towne Center, Papillion, NE. Nebraska Brewing Company produces 8 year-round draft beers (7 permanent brands and 1 seasonal beer). Further, 2 separate lines of barrel-aged beers have been produced. The Inception Series (experimental barrel aging program) and The Reserve Series (our elite line). With the exception of the experimental barrel aging program and the one-off nature of the seasonal beers, each and every beer within the brand portfolio has gained awards and accolades among some of the nation's finest beers. Recently, Nebraska Brewing Company brewed the nation's number 3 South German Hefeweizen (EOS Hefeweizen), and the nation's number 1 Barrel Aged Strong Beer (Mélange a Trois) based upon the results of the 2011 Great American Beer Festival.

*It must be pointed out that these brands are already fully developed and have the reputation for quality and excellence that takes years to produce. In many cases and even after years of time and investment, brands cannot achieve this level of elevated brand value. In essence, from a brand perspective, we've done the hard part.*

The brewpub menu is American Casual Fare and has been refined and improved 7 separate times over the 6 year span – in a similar manner to the constant improvement in all of the beers. Improvements in quality, breadth of offering, and service have been continual.

Nebraska Brewing Company currently produces beer with a 10 barrel, PSS (POTRAVINARSKE STROJARNE SVIDNIK) decoction brewing system. Production capacity of our 10 barrel brewing facility with 5 10 barrel fermenters and 5 10 barrel bright beer tanks is approximately 1,550 barrels per year (1 barrel equals 31 gallons, which equals two standard 15.5 gallon kegs).

Experimentation or "pilot brewing" is undertaken on a ½ bbl. Reverse Infusion Mash System. Pilot brewing is necessary for the fine tuning of recipes and the rapid development of the unique characteristics of beer styles. Nebraska Brewing Company undertakes extensive pilot brewing year-round in an effort to maintain a competitive edge, create beers that are rather unique, and

continually improve quality. To-date, there have been roughly 127 different experimental batches of beer run through this pilot system.

Given internal brewpub consumption (to include off-premise sales) and the outside beer distribution, Nebraska Brewing Company has been running at capacity in its current location and configuration for approximately 3 years.

Nebraska Brewing Company currently produces beer in the minority market share of draft beer (kegged beer), and the upper stratosphere of higher-priced, extremely high quality 750mL champagne-style bottles. Draft beer is offered year-round and the barrel aged beers, while at least 1 brand is available at all times, are produced individually in roughly 7 month intervals. There are currently 7 brands in The Reserve Series line.

Nebraska Brewing Company's currently produced line of beers have won national acclaim, accolades and medals within prestigious competitions such as The World Beer Cup and The Great American Beer Festival. Competition entry began in late 2008 and, to-date, Nebraska Brewing Company has garnered over 70 medals against some of the nation's finest brands. (medal list included as an attachment at the end of this document)

Nebraska Brewing Company now finds itself in stature among so many other renowned and well-regarded breweries – and feels much honored to have achieved this level.

*Description of the Proposed Business:* Packaging brewery operations, relative to this business plan, will be undertaken separately from brewing operations within the current Nebraska Brewing Company brewpub. Brand production shift will occur in those brands targeted for canning. For example, one of these brands, Cardinal Pale Ale, will be produced in the much higher capacity packaging facility and will be later supplied to the brewpub as required. This same shift will be true for any of the other currently produced beers targeted for canning. This brand production shift will optimize overall production of these brands and free up resources within the brewpub for either a broadening of brands, limited additional barrel aging, or further development of seasonal beers.

Packaging brewery operations will take place on a newly purchased Premier Stainless System and will be configured in a brewing capacity of 30 barrels with fermentation and bright tank capacity for an initial annual production of approximately 8,500 barrels. To achieve that level of production volume, the 30 barrel brew house will be further outfitted with 6 60 barrel fermenters and 2 60 barrel bright tanks. The 60 barrel fermenters will be filled through multiple production batches on the 30 barrel brew house.

Packaging brewery production will take place in a separate facility more commercial in nature, off-site, and zoned heavy industrial. Anticipated facility requirements and possible physical locations will be outlined later in this document. This facility will contain a tasting room, general office space, barrel aging room (likely combined with the tasting room) and product storage space to include coolers.

**Management Responsibility:** As president, Paul Kavulak is responsible for the overall implementation of the Plan of Action and the daily operation of the business. As vice president, Kim Kavulak will assist the president in all areas related to the business start-up and the daily operation of the brewpub.

Tyson Arp fulfills duties as Lead Brewer and Sam Riggins will take over brewing operations at the brewpub.

It is anticipated that our current brewers, in addition to the President will continue to oversee brewpub brewing operations in addition to the packaging brewery operations.

Additional brewing operations personnel will be hired as outlined later in this document.

**Marketing and Distribution:** The Nebraska Brewing Company packaging brewery will produce limited draft and package beer for the Nebraska Brewing Company brewpub in addition to fulfilling the higher volume wholesale demands of distribution. Production configuration will focus on 12 oz. cans and draft beer with an emphasis on increased capacity in barrel aging.

All beer will be distributed in compliance with the laws of the particular States(s) within which distribution has been selected.

The president is the individual most familiar with the company's products and with the local market for these products. The president is, therefore, the best qualified person to represent the company to its customers. Nebraska Brewing Company will utilize limited advertising in the local print media as well as some TV and radio advertising. Additionally, the development of a high-quality website (although part of the existing website, will contain information relative to distribution alone) will provide an optimal venue to communicate day-to-day activities and upcoming events. It is anticipated that this website will educate the public as to the background behind the company, introduce the public to craft beer, make beer / food pairing recommendations, communicate current events, as well as undertake some limited e-commerce through retailing t-shirts, logo'd items etc. While the limited TV and radio advertising would be smaller in scope, the website provides a more broad, or national exposure that is valuable when it comes to brand recognition, beer competition, and an anchoring of the business within the brewing / brewpub / Craft Beer culture.

Professional Support: The following personnel will be used as needed. See Attachments for professional references and resumes.

Brewing Systems Consultant:	Rob Soltys <i>Precision Stainless Systems</i>
Cooperage:	Microstar Keg Leasing
Finance:	Currently seeking Financing
Graphics / Package Design	Jeff Reiner, Principal <i>Turnpost, Inc.</i>
Architectural:	Allan Quick, Quick and Associates Architectural
General Contractor:	MCL (Meyers Carlisle Leapley)
Attorneys:	Rochelle A. Mullen <i>Cline Williams, Wright Johnson &amp; Oldfather, L.L.P.</i>

Estimated Production, Sales, and Income: The following numbers are our projections of production levels, gross sales, and net income for the Nebraska Brewing Company during the first 3 full years of operation. Beer sales / production numbers being the most sound based upon very recent industry analysis and direct feedback from the established distributors of Nebraska Brewing Company brands.

These production estimates do not currently factor in any expansion plans outside of our already established markets and will be undertaken in a ramped production method – starting smaller and driving up production capacities as appropriate.

Assumptions being used in this model are ~45% Cost of Goods Sold for canned products and ~40% Cost of Goods Sold for draft. The barrel aging program (the Reserve Series) has a much stronger margin with a base Cost of Goods Sold at ~20%. It should be pointed out that a 6 pack of beer can be produced and sold in roughly 1 week while it can take up to 8 months to produce a single bottle of Reserve Series Beer.

	bbls	Expense	Sales	Profit / Loss
Months 1-12	7,400	\$1,067,051.42	\$1,252,715.16	\$185,663.74
Months 13-24	7,400	\$1,498,974.64	\$2,936,900.15	\$1,437,925.51

Months 25-36	7,400	\$1,518,973.36	\$3,408,298.55	\$1,889,325.19
--------------	-------	----------------	----------------	----------------

The numbers being represented here are considered "loaded" unit costs in that taxes, labor, energy, chemical and other expenses are factored in to facilitate a better picture of what it takes to make our beer. Later, in the budgeting section, these elements are displayed separately to provide for the detailed breakout of cost elements.

Brand	Package Type	Unit Cost	Wholesale	Profit	COGS
<b>Brunette Nut Brown</b>					
	6 Pack 12 oz. Can	\$2.53	\$5.00	\$2.47	50.62%
	4 x 6 Pack	\$10.12	\$20.00	\$9.88	50.62%
	1/2 bbl keg	\$42.95	\$110.00	\$67.05	39.05%
	1/6 bbl keg	\$14.24	\$35.00	\$20.76	40.70%
<b>Cardinal Pale Ale</b>					
	6 Pack 12 oz. Can	\$2.71	\$5.00	\$2.29	54.23%
	4 x 6 Pack	\$10.85	\$20.00	\$9.15	54.23%
	1/2 bbl keg	\$47.93	\$110.00	\$62.07	43.58%
	1/6 bbl keg	\$15.90	\$35.00	\$19.10	45.42%
<b>Melange a Trois</b>	750ml Case	\$28.17	\$132.00	\$103.83	21.34%
<b>BA Hop God</b>	750ml Case	\$25.73	\$132.00	\$106.27	19.50%

<b>Apricot au Poivre</b>	750mL Case	\$25.07	\$132.00	\$106.93	18.99%
<b>Black Betty</b>	750mL Case	\$30.70	\$132.00	\$101.30	23.25%

## BUSINESS PLAN INTRODUCTION

Nebraska Brewing Company is defined as being a Craft Brewer. There are segments within this broad definition but at a high level, a Craft Brewer is defined as follows:

### Definition of American Craft Brewer

**Small:** Annual production of 6 million barrels of beer or less. Beer production is attributed to a brewer according to the rules of alternating proprietorships. Flavored malt beverages are not considered beer for purposes of this definition.

**Independent:** Less than 25% of the craft brewery is owned or controlled (or equivalent economic interest) by an alcoholic beverage industry member who is not themselves a craft brewer.

**Traditional:** A brewer who has either an all malt flagship (the beer which represents the greatest volume among that brewers brands) or has at least 50% of its volume in either all malt beers or in beers which use adjuncts to enhance rather than lighten flavor.

Four distinct market segments define the craft beer industry: microbreweries, brewpubs, regional specialty breweries, and contract brewing companies. Nebraska Brewing Company, prior to the implementation of a packaging brewery, is defined as a Brewpub. Post-packaging brewery implementation, Nebraska Brewing Company will be defined as a business entity operating both a microbrewery and a brewpub.

**Microbrewery:** A brewery that produces less than 15,000 barrels (17,600 hectoliters) of beer per year with 75% or more of its beer sold off-site. Microbreweries sell to the public by one or more of the following methods: the traditional three-tier system (brewer to wholesaler to retailer to consumer); the two-tier system (brewer acting as wholesaler to retailer to consumer); and, directly to the consumer through carryouts and/or on-site tap-room or restaurant sales.

**Brewpub:** A restaurant-brewery that sells 25% or more of its beer on site. The beer is brewed primarily for sale in the restaurant and bar. The beer is often dispensed directly from the brewery's storage tanks. Where allowed by law, brewpubs often sell beer "to go" and

/or distribute to off site accounts. Note: BA re-categorizes a company as a microbrewery if its off-site (distributed) beer sales exceed 75%.

**Contract Brewing Company:** A business that hires another brewery to produce its beer. It can also be a brewery that hires another brewery to produce additional beer. The contract brewing company handles marketing, sales, and distribution of its beer, while generally leaving the brewing and packaging to its producer-brewery (which, confusingly, is also sometimes referred to as a contract brewery).

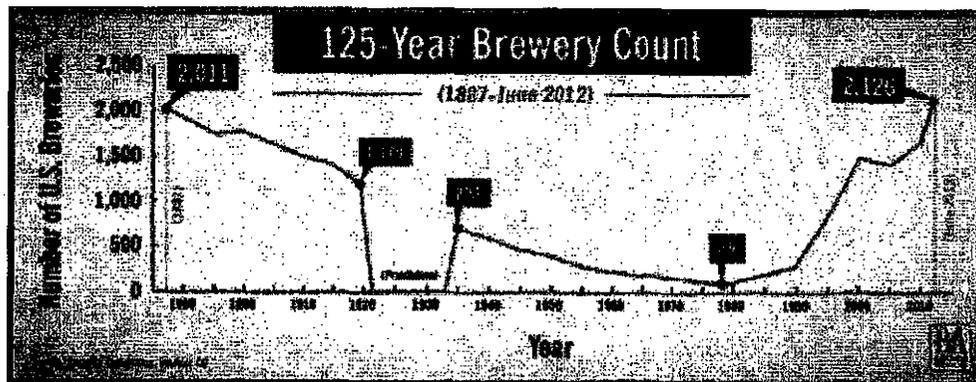
**Regional Brewery:** A brewery with an annual beer production of between 15,000 and 6,000,000 barrels.

**Regional Craft Brewery:** An independent regional brewery who has either an all malt flagship or has at least 50% of its volume in either all malt beers or in beers which use adjuncts to enhance rather than lighten flavor.

In the late nineteenth and early twentieth centuries, the United States supported nearly four thousand breweries, the majority being independent local and regional operations producing a vast array of Old World beer styles. Without question, Prohibition nearly destroyed this brewing tradition.

Today, America is experiencing a revival of its brewing tradition with Craft Beer sales increasing in a market which is showing the traditional leaders declining rapidly.

The current demand for a greater variety of more flavorful beers originated with the import beer market. As the import beer market grew, beer drinkers had an opportunity to further educate their tastes to the great variety of world beer styles. As a result, the microbrewery and brewpub industry in the United States has benefited from the public's increased awareness of and demand for more flavorful beers. Currently there are over 2,700 breweries operating in the United States. (As of mid-year 2013 data)



- Craft brewers currently provide an estimated 100,000 jobs in the U.S., including serving staff in brewpubs.

#### Craft Brewing Facts

- Craft brewers currently provide an estimated 103,985 jobs in the U.S., including serving staff in brewpubs.
- Growth of the craft brewing industry in 2011 was 13% by volume and 15% by dollars compared to growth in 2010 of 12% by volume and 15% by dollars.
  - Craft brewers sold an estimated 11,468,153 barrels of beer in 2011, up from 10,133,571 in 2010.
    - The craft brewing sales share in 2011 was 5.7% by volume and 9.1% by dollars.
  - Craft brewer total dollar value in 2011 was an estimated \$8.7 billion, up from \$7.6 billion in 2010.
- As of March 26, 2012, the Brewers Association is aware of 250 brewery openings in 2011 (174 microbreweries and 76 brewpubs) and 37 brewery closings (12 microbreweries and 25 brewpubs).
- 1,940 craft breweries operated for some or all of 2011, comprised of 1,063 brewpubs, 789 microbreweries and 88 regional craft breweries.

#### Other U.S. Brewing Industry Facts

- Overall U.S. beer sales were down an estimated 1.3% by volume in 2011, 1.2% in 2010.
  - Imported beer sales were up 1% in 2011 and up 5% in 2010.
- Overall U.S. beer sales were approximately 199,937,239 barrels and imported beer sales were 27,238,339 barrels in 2010.

- 1,989 total breweries operated for some or all of 2011, the highest total since the 1880s.

\* 1 barrel = 31 US gallons

As reported by the Brewer's Association, economic impact within the years 2006 through 2008 affected the Craft Industry from the perspective that growth was simply slowed but not to the extent that growth numbers went negative. 2008 forward began a trend of very healthy and robust growth year over year and while 2011 year end results have not yet been tallied, the first half of 2011 saw a 15% increase in dollar sales over the same previous period.

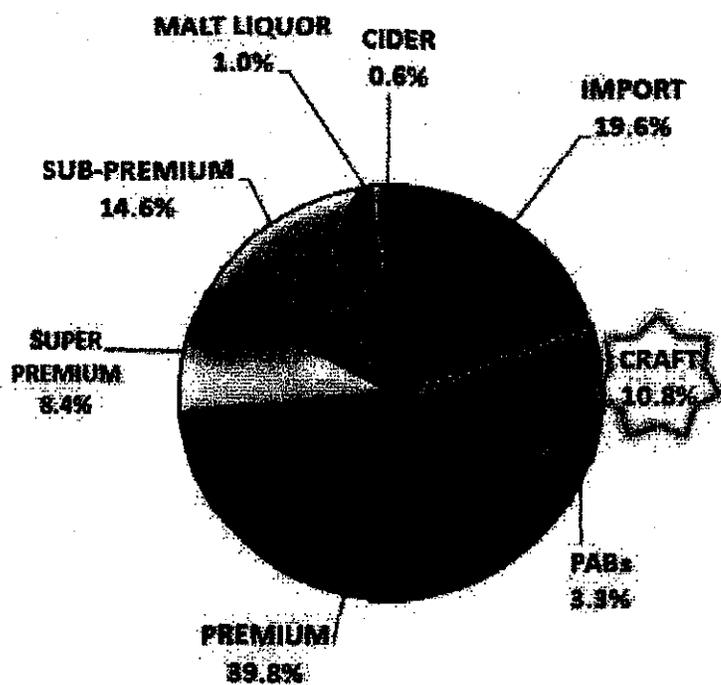
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# Beer Segments - Dollar Share & Change vs Year Ago

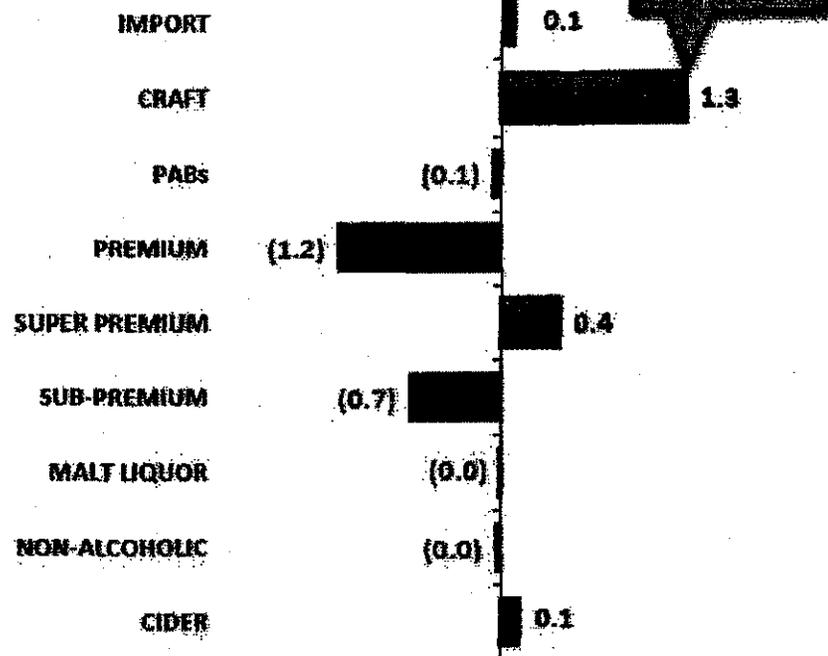
Total U.S. - Supermarkets

SIG ppt image

Dollar Share of Total Beer Category



Dollar Share Chg YA



SIG Data 52 Weeks Ending Jan 1, 2012

SymphonyIRI Group

Consumers are clearly demonstrating their demand for a greater variety of full-flavored beers. Unfortunately, beer does not transport well and most styles of beer begin to deteriorate in quality if they are not consumed within a few weeks of having been brewed. While this is clearly a disadvantage for imported beers, microbreweries and brewpubs are at a clear advantage in being able to deliver the freshest product to the consumer.

Advantages of Microbreweries / Brewpubs: Some of the greatest advantages in operating a small brewery appears in the areas of flavor, freshness & quality. For this reason, using the highest quality traditional ingredients – malted barley, hops, yeast, and water – is justified, rather than the chemicals and cheaper adjuncts such as corn and rice which are used by large scale brewers to cut costs. To be fair, while these ingredients are primarily considered to be cost cutting adjuncts, some very flavorful commercial recipes also include these ingredients. Fresh quality beer produced locally, without chemicals in processing or for preservation is the keynote of the microbrewing industry.

Additionally, within the Craft Beer industry, a growing awareness of the health benefits of moderate beer / alcohol consumption is driving Craft Beer into many of the same "elite" circles that wine used to enjoy almost exclusively. Across the nation, both the Craft Beer industry and accomplished Executive Chefs are moving toward food & beer pairings in the same fashion as we have all become accustomed to with wine and upscale menus. These pairings apply not only to upscale menus but extend down into entry level menu items as well. Craft Beer and its wide range of beer styles are being elevated in status in a manner that adds to the status it previously enjoyed – expanding and not simply moving in its market position.

Qualitative aspects within the direct control of the brewer are many – ingredient selection, yeast suppliers, the brewing process itself, refrigeration, lab analysis / testing, and water preparation / treatment. Of note here is the availability and consistency of the Papillion water supply. One of the unique characteristics that tend to differentiate one brewery from the next is the water itself. Nebraska Brewing Company has already learned in 4 years of brewing beer in this area, what the general water profiles present, and those beers best suited for this base water profile. Calculated adjustments are made to benefit other styles as needed.

The microbrewery has the additional advantage of bringing the beer drinking public into immediate contact with the equipment and operations associated with beer production. A well-designed brewery allows the public to witness first-hand the creation of the handcrafted beer they are drinking. Additionally, custom tours, tailored to the individuals themselves, can be conducted on an ad-hoc basis which will tend to build a bond between the public and the establishment – further developing brand identity and an association with the local market.

The Current Distribution Markets: At the time of printing, Nebraska Brewing Company is distributed in the following States:

1. Oregon
2. California
3. Nebraska
4. Missouri
5. Wisconsin
6. Pennsylvania
7. New York
8. North Carolina
9. Massachusetts
10. Rhode Island
11. New Hampshire
12. Iowa
13. Connecticut
14. Maryland
15. Washington DC

Distribution is undertaken by the following distributors:

1. Quality Brands of Omaha, NE
2. Double Eagle of Lincoln, NE
3. K&Z Distributing of Lincoln, NE
4. NebraskaLand Distributing of Grand Island, NE
5. Wuertele Distributing of Nebraska City, NE
6. Point Blank Distributing in Oregon
7. El Dorado Distributing in California
8. Beechwood Distributing in Wisconsin
9. North Kansas City Beverage in Kansas City, MO
10. Lohr Distributing in St. Louis, MO
11. Grey Eagle in St. Louis, MO
12. Krey Distributing in St. Peters, MO
13. Fuhrer Distributing in Pittsburgh, PA
14. Shangy's Distributing in Philadelphia, PA

15. Next Generation Distributing in North Carolina
16. Union Beer Distributing in New York
17. Seaboard Distributing in Massachusetts
18. L. Knife Distributing in RI, NH
19. Legends Distributing in MD, DC
20. Doll Distributing in IA
21. Craft Beer Guild in CT

Of note: At this time, Nebraska Brewing Company turns down approximately 5 to 7 new distribution requests on a monthly basis. Due to currently running at capacity and all barrel aged brands being in a "sold-out" status through 2013, the response to these distribution requests is to keep us in mind and we'll revisit expansion at such time as feasible.

**DRAFT**

**Production Process:** Brewing begins by cracking the highest quality malted barley with a roller mill. This grist is then mixed with hot water in the mash tun, producing mash. A sweet liquid called wort is filtered out of the mash and transferred to the brew kettle. The wort is then brought to a rolling boil and hops are added to contribute bitterness, flavor, and aroma. After boiling, the wort is whirlpooled and then transferred through a heat exchanger, cooling the liquid down to fermentation temperature. The wort is then pumped into the primary fermenter where yeast is added. After approximately one week of fermentation, the fresh ale is transferred to a cold conditioning tank where it is clarified and carbonated rapidly. Now at the height of freshness, the ale is racked to serving tanks where it is then transferred to either kegs or canned where it is ready to be distributed to the market and served.

**Management Team:** Nebraska Brewing Company is a privately held corporation managed by the President and Vice President. The management team, officers and shareholders, in compliance with the Company's articles of incorporation and bylaws, will make all major business decisions.

Reference the Management Team Section under Company Structure for a detailed description of the Management Team.

**Plan of Action:** The following tasks in order of priority will be completed. First, the management team will pursue the required equity capital by means of this business proposal and a possible share offering circular form, which will be delivered to prospective investors (if a share offering is deemed appropriate or necessary).

Once the share offering has been delivered to prospective investors, the President, Vice President, Lead and other Brewers and appropriate industry consultants, will complete the final building utility and brewery layout designs. Once these plans have been finalized, the president and brewery consultants will finalize overall facility layout with the architect and construction company. The brewery



consultant and team members will personally supervise the installation of the brewery. Additionally, the brewery consultant will further commission the system and undertake initial brewing operations with the President and other brewers.

While the capital equipment is being fabricated / acquired, the president will complete the process of acquiring all permits necessary to begin capital improvements or construction of the intended facility. Once a building occupancy permit has been issued, and while waiting for the main brewing plant and other equipment to be installed and commissioned, the management team will carry out the remainder of the facility refinements. At this time, the management team will also complete the process of filing for liquor and business licenses from the relevant federal, state, county and city authorities.

As the construction of the brewing facility is considered the most time consuming and labor intensive aspect of the brewery construction, it is within this time period that other construction aspects will begin so as to complete in conjunction with the completion of the brewing area. Cooler space, product storage space, inventory storage, packaging line, malt silo(s), general office space, spent grain facility, tasting room, loading / truck access space, barrel aging environment, keg washer, and cooperage storage are all areas of concentration.

The management team is seeking financing in the form of some combination of bank financing, investment capital, and other community incentive programs to contribute toward the costs of the capital equipment, improvements to the building, and the first several months operating capital. Discussions are now underway with the office of Nebraska Economic Development.

**Approximate Expenses – CAPEX / Consulting - Start Up 2012**

<b>Brewing Equipment Subtotal</b>	<b>\$823,876.00</b>
<b>Packaging Design Subtotal</b>	<b>\$31,850.00</b>
<b>Construction Subtotal</b>	<b>\$307,360.99</b>
<b>Tasting Room Eq. Subtotal</b>	<b>\$16,800.00</b>
<b>Raw Materials Subtotal</b>	<b>\$164,453.57</b>
<b>Back Office Subtotal</b>	<b>\$4,720.00</b>

<b>Legal / Admin Subtotal</b>	<b>\$40,000.00</b>
<b>Operating Capital Subtotal</b>	<b>\$100,000.00</b>
<b>Project Total</b>	<b>\$1,489,000.56</b>

## PRODUCTS

*Initial Products:* Nebraska Brewing Company's packaging brewery will initially can 4 products. Cardinal Pale Ale, EOS Hefeweizen, IPA, & Brunette Nut Brown Ale. Draft beer will also be produced and kegged for these brands as well. For those other, lower volume brands such as Hop God, the Nebraska Brewing Company brewpub will continue to supply beer until such time as volume requires a transfer into the larger brewing environment.

*Suppliers:* One important element of our beers, which will help to ensure their popularity, will be the use of the highest quality, traditional ingredients. All of our ingredients will be purchased from the most reputable industry suppliers. Our malted barley will be supplied by Briess Malting Inc. They carry the finest domestic and imported specialty malts, which are needed for making excellent Craft Beers. Our hops will also be supplied by a combination of hop suppliers such as Hop Union, Indie Hops, Brewer's Supply Group and local growers as applicable. These hop suppliers carry all of the hop varieties currently and planned for use within Nebraska Brewing Company. Some of these relationships go back over the 6 year history of production.

Finally, our yeast will be supplied by White Labs. White Labs specializes in storing and shipping yeast cultures in such a variety that brewers have the opportunity to craft beers to their own particular flavor profile. White Labs is recognized within the industry as a leading, if not the foremost supplier in this field.

As the growth of the industry indicates, there are an increasing variety of handcrafted beers being made available to the American public. The advantage our beers enjoy in this market will stem from using the finest ingredients provided by the most reliable and reputable suppliers. In addition, our beers have their own unique flavor profile and are known within the industry as brands created to meet our exacting goals. Finally, our products will benefit from the additional demand, which is generated by the customer knowledge that these beers have been produced within the community with local pride. Nebraska Brewing Company is already a known brand and it is known for quality, innovation, and extremely high standards of excellence.

LEAF  
TRIP  
DIP

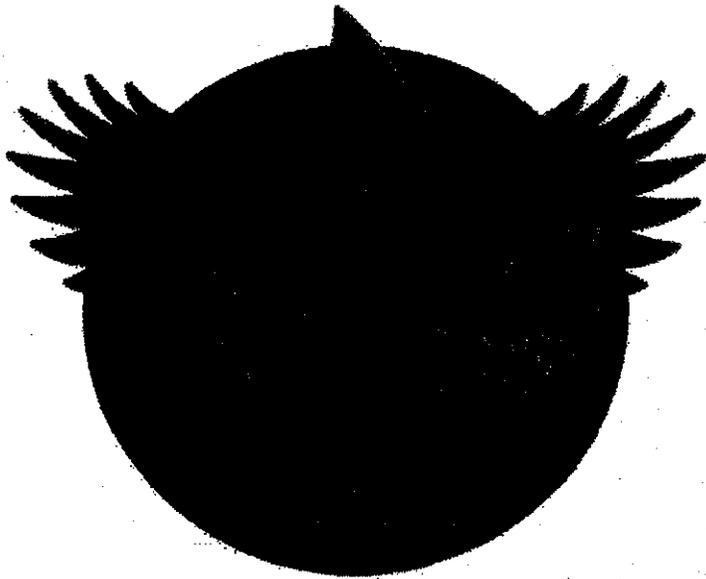
*Descriptions of the 4 Beers to be Canned Initially:*

*Brunette Nut Brown Ale*



Our version of the classic English style Brown Ale has a blend of six different malts and a hop schedule that results in a low hop character. The unique malt profile brings to mind the taste of a blend of various nuts. Medium brown in color and more reminiscent of a Northern English Brown Ale which tends to emphasize a nutty character vs. caramel. Smooth, malty, and easy to drink. 4.5% ABV

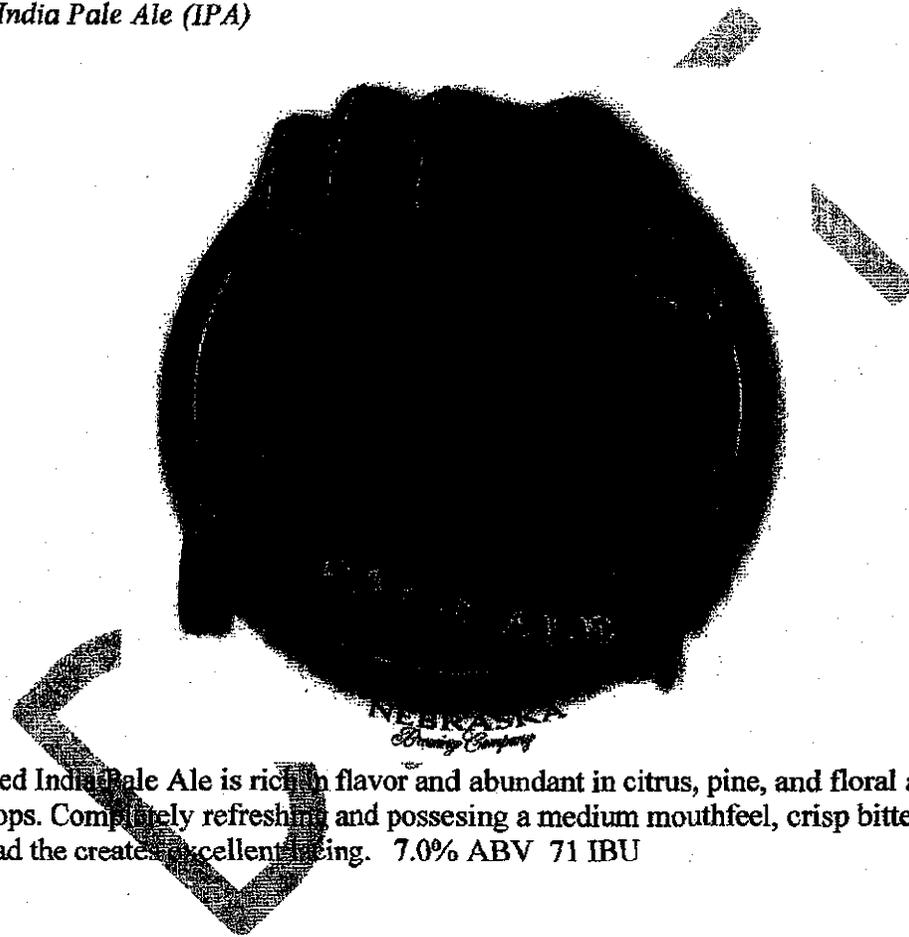
*Pale Ale (Cardinal Pale Ale)*



Light copper in color and characterized by a very pronounced floral / citrus-like aroma. Medium maltiness and medium bitterness. Classic American Strong Pale Ale. If you're looking for an excellent, and incredibly refreshing beer this is the choice for you. This Pale Ale is dry-hopped for 3 additional weeks to infuse the aromas into this beer that you'll find very unique. 6.1% ABV 35 IBU

*Information relative to the next likely canned brands:*

*Romancing the Cone India Pale Ale (IPA)*



Our West Coast inspired India Pale Ale is rich in flavor and abundant in citrus, pine, and floral aromatics created through a wonderful infusion of Citra hops. Completely refreshing and possessing a medium mouthfeel, crisp bitterness, and nearly balanced malts. Finishes dry with a head the creates excellent lacing. 7.0% ABV 71 IBU

*South German Style Hefeweizen (Wheat) (EOS Wheat)*



A German Hefeweizen that we originally named to more easily educate our guests as to the nature of this Ale. A medium bodied beer, pale in color, and delicately unfiltered. More accurately classified as a Bavarian Hefeweizen. The aroma and flavor of this unfiltered beer is decidedly fruity and phenolic - smells and tastes like cloves or sometimes vanilla with accompanying banana-like esters. This banana character is present due to the use of a special variety of yeast used to produce this aroma. 5.2% ABV

Logo / Beer Label Development: Each of the currently developed beer logos have some link either to personal or professional history. There is a story behind everything and here are those for the 4 beer logos-

**Brunette Nut Brown Ale** – Early on, there was a desire to use World War II Bomber Nose-Art in the production of at least one of our logos. With (English) Nut Brown Ale as a style, brunette was easily envisioned as the woman within the logo. Working with a local artist, a series of draft logos were designed which embodied the nose-art style and a bag of nuts which follows the beer style. The resultant logo falls squarely within the realm of attractive and marketing-forward.

**Cardinal Pale Ale** – Back in the 1950s Paul's Grandparents, Harold and Peggy Lankton owned and operated the Cardinal Bar which was located in South Omaha. This logo was created with them in mind. It is believed that originally, the Cardinal Bar was named with the then Omaha Minor League team in mind – the Omaha Cardinals. The sign that used to hang over the front door has been carried forward in the particular font used in the word Cardinal of this logo. The word Cardinal is depicted in this logo in an identical fashion to how it appeared back in the day. It is remembered as a simpler time where friends found the Cardinal Bar a relaxing place to enjoy each other's company and forget about the daily pressures – it lives on through this logo.

**India Pale Ale** – One of Paul's passions is an affinity for antique motorcycles. A few years back, Paul found a 1946 Indian Chief in need of some TLC and gave it the care it needed over the next 18 months. At the end of this long period, a fully restored symbol of life immediately following World War II roared back to life. The logo in this particular beer style symbolizes both the actual beer trade between Great Britain and India (hence the name for the style) in an elephant used to carry casks of beer from the pier to the warehouses and the motorcycle that consumed so much time and effort. The word India in India Pale Ale in this logo is taken from the gas tank on this Chief Motorcycle. Simply dropping the last "n" from Indian resulted in the "India" used in this logo – font style of the original Indian Motorcycle Company being preserved.

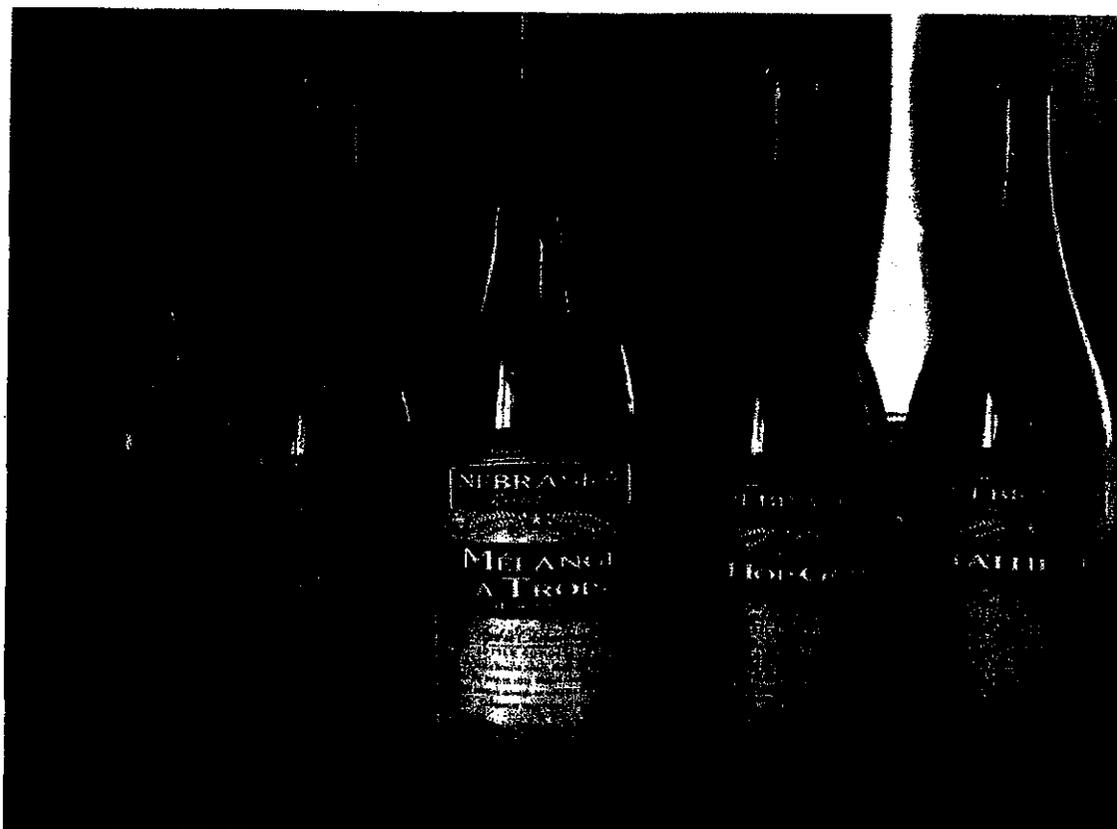
**EOS Wheat** – Getting back into those early Interactive Voice Response days, the computers that answered the telephones used a system called EOS. For years, and for many within the company, it was thought that EOS was an acronym that stood for something based in the industry – Enhanced Operating System was commonly referred to. In actuality, it was a reference to the Greek Goddess of Dawn – apparently way back in the early 1980s, these computers were just "dawning" on the scene and a link seemed appropriate. It just so happens that the light nature of a wheat beer, the color, the lower alcohol content, the effervescent nature – all draw images tied to dawn elements. This mental linkage and the career aspects related to another EOS made the logo a natural. The logo is drawn to depict the Goddess of Dawn with an urn of Wheat Beer which she is pouring out for the world to enjoy.

Reserve Series Brands: In addition to the introduction of 4 canned beers, Nebraska Brewing Company will immediately implement an expansion of the barrel aging program which has met with great success. Currently, within the brewpub, Nebraska Brewing Company bottles 1 batch of Reserve Series Beer on average per month. Due to the extremely high demand, and low relative supply, these barrel aged releases are essentially "sold-out" prior to the completion of the beer. There are no contracts per-se on these bottlings but due to the allocated or rationed nature of the cases of this product, there is very high demand prior to release. There has been no available excess inventory in this line for roughly 48 months.

Given the 8 month span required to produce these beers, coupled with the elevated stature, and current industry rankings, beers within this Reserve Series enjoy the healthiest margins within the entire product lineup.

At this time, the Reserve Series employs 4 separate type of previously used oak barrels. French Oak Chardonnay, Brandy, New Missouri Oak, and Craft Whiskey barrels. The French Oak Chardonnay barrels are used 3 times and produce once each M<sup>e</sup>lange a Trois, Barrel Aged Hop God, and Apricot au Poivre Saison. The Craft Whiskey barrels are used twice and we intend to bottle Black Betty Russian Imperial Stout initially. We do currently also produce a 5<sup>th</sup> Reserve Series Beer using these Craft Whiskey barrels for a 2<sup>nd</sup> time – our Fathead Barley Wine but at this time, we do not intend to initially produce this beer on the larger volume system. Post-Business Plan construction, we have added 2 new beers to this product line. Sexy Betty is a version of our Russian Imperial Stout aged in Brandy barrels and a Belgian Quad called Responsibly.

Within the Internet sphere, 2 larger community-based beer rating systems exist to track the market acceptance of Craft Beer. BeerAdvocate and Ratebeer are the largest and most widely used. The Nebraska Brewing Company Reserve Series is rated within the A+ and B+ ranges on BeerAdvocate and between 96 and 99 points on RateBeer. These are some of the highest rated beers in the nation today.



Also, an expansion of our Inception Series (our experimental barrel aging program) will be undertaken as time, space, and our innovative nature permit. It is envisioned that numerous small batch experiments will be underway at nearly all times.

*Future Products:* In addition to these barrel beers, it is quite easy to offer entire production batches of beer in draft form negating the need for separate art and package development. For example, our highly anticipated seasonal beer "Wick for Brains"

Pumpkin Ale has massive annual demand and greatly stresses the limits of production within the existing brewpub. Production of this beer in keg form within the larger facility will enable us to serve those markets that have been denied product in the past.

Further, Nebraska Brewing Company will also be able to add brands to our large volume portfolio as deemed viable. Of the 120+ experimental beers created on our pilot system, and the ~50 seasonal beers that have been offered to-date, we have a war chest of over 150 beer recipes proven and at our disposal. This large war chest does not mean that we intend to produce these beers over time but it does mean that the intellectual capital is significant.

Although our beer recipes are designed to meet certain style parameters, which have been proven to be popular by other brewers in the industry, our beer recipes have been adjusted so that the final products have their own unique quality. We are not attempting to imitate the products of other brewers. On the contrary, we will produce our own unique ales within style parameters, which have a demonstrated track record of success.

*The Decision to Can Beer:* When starting a microbrewery, it is necessary to consider all available packaging options. This is especially true when it comes to the issue of how the product will ultimately be offered for sale. The issue of packaging is largely dependent on the amount of capital available and the nature of the local market. In the area of small packages, the obvious options are clear – either bottling or canning.

There are advantages in cans over glass that may not be entirely evident. First, cans are acceptable in many locations where bottles are not – such as poolside or on the beach. Second, from a brewer's perspective, cans do not allow any light to penetrate the package. With light being a significant factor in product degradation, an aluminum can negates this threat. Craft Beer in a can tastes almost identical to Craft Beer in a bottle. Lastly, from a marketing perspective, a can provides much more area within which to label the package – a 12 oz. bottle is limited to the label itself.

Environmentally, the following items are noteworthy:

- Americans recycled nearly 2.5 billion aluminum cans last year, increasing the recycling rate to 57.4 percent – its highest level since 2000.
- Cans go from the recycling bin to store shelves within 60 days. Making cans from recycled metal takes 95 percent less energy and 95 percent less greenhouse gas emissions than using new metal.

- The aluminum can is the only package that more than covers its recycling costs, helping to finance the collection and recycling of other materials such as glass and plastic.

Operationally, weight is clearly a factor:

- Average weight of a full **12oz bottle**: 620 g
- Average weight of a full **12oz can**: 366 g
- 96 cases (one full 48" x 40" pallet) of 12 oz glass bottles, full weighs **3143 lbs** (not including pallet).
- The equivalent 96 cases of beer in 12 oz cans would weigh **1855 lbs**.
- **A saving of 40% on the cost to get product to the consumer is a big number.**

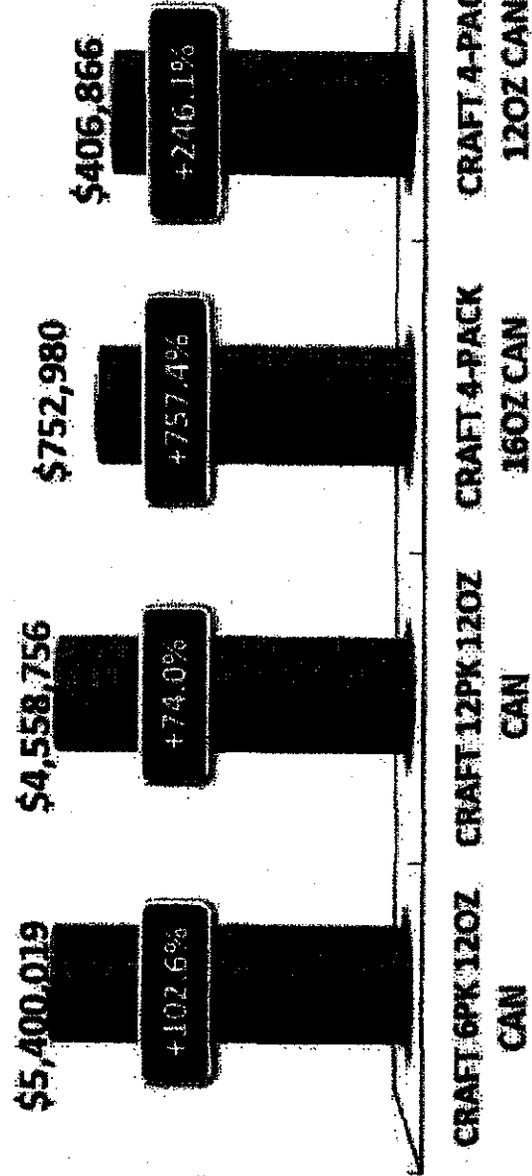
Given careful consideration to all options and the pros and cons, Nebraska Brewing Company has chosen to can its packaged products.

**DRAFT**

# Total Craft Can & Key Pack Size Sales

Total U.S. - Supermarkets

Total Craft Cans				
2008	40,632	0.2	\$1,235,178	0.2
2009	103,467	0.5	\$3,215,008	0.5
2010	184,731	0.7	\$5,778,569	0.7
2011	358,071	1.3	\$11,521,465	1.3



SymphonyIRI Group

SIG Data 52 Weeks Ending Jan 1, 2012

## THE INDUSTRY

Industry History: Within the brewing industry, Nebraska Brewing Company is considered to be a brewpub. The addition of a production canning facility will place Nebraska Brewing Company within 2 definitions of Craft Brewing – both brewpub and microbrewery. A microbrewery is any brewery producing less than 15,000 barrels of beer per year. A brewpub is a restaurant or tavern, which produces its own beer primarily for consumption on premises. Over the last fifteen years, the popularity of the craft brewing industry has allowed the microbrewery and brewpub business to grow at a revolutionary pace.

The microbrewing revolution began in 1977 with the birth of the New Albion Brewing Company in Sonoma, California. The primary characteristics, which distinguished New Albion and other new craft breweries from the established industrial breweries, were their small size, limited financing, and concentration on producing premium specialty lagers. The most significant difference was the fact that most new microbreweries were built from the grass roots by home brewers with more enthusiasm than formal training. Today there are over 2,700 Craft Breweries operating in the United States – with another 1,000 breweries in planning!

While many brewpubs were established in the 1980s and 1990s, the industry remains strong and continues to grow. Industry statistics demonstrate that while the major, traditional domestic brewing companies have flat to declining sales, the market for premium specialty products is expanding. Tastes are changing, and quality, variety, flavor, and freshness are what the beer drinking public is coming to demand. The brewing renaissance taking place in North America has proven that it is more than a temporary fad. On the contrary, it is becoming increasingly evident that every city, even small communities, have the potential to support at least one local brewpub and larger cities have the potential to support more.

Nebraska Brewing Company, out of necessity, began distributing beer in earnest toward the end of 2009 at a time when the economic downturn demonstrated that it could, in fact, negatively impact the Midwest. At that moment, it was determined that while casual dining demand was rapidly declining, we had a brewing system and beer products that were largely regarded as superior products when shown at national and regional beer fests and competitions. The decision was made to attempt to get these products into the hands of a larger, more craft beer savvy market at a time when neither Nebraska Brewing Company, nor the quality of beer being produced in Nebraska was considered positive in popular opinion. Largely out of ignorance.

Against the popular opinion that was made, Craft Beer could only come from areas such as California, Washington, or Colorado – Nebraska Brewing Company secured a contract with Union Beer Distributing in New York. Union is the largest, most highly respected distributor of Craft and Anheuser-Busch products on the Eastern Seaboard. Union Distributing evaluates and selects

1, possibly 2 new brewers into its portfolio each year – out of over 50 that it reviews. Nebraska Brewing Company had gained a foothold in an extremely competitive, highly populated, and emerging Craft Beer region.

Opinions about the Nebraska Brewing Company brands were both immediate and positive, and judging from the reviewers themselves, quite surprising. Nebraska Brewing Company brands were sought after and highly regarded – to which other Regional Distributors took note. And thus began the distribution march into far flung Craft Beer markets at a time when sales at the brewpub required additional support. Since then, as the economy has shown signs of recovery, both the brewpub and outside beer sales have grown, and along with it, the reputation of Nebraska Brewing Company.

As the microbrewing industry has grown and prospered, a whole host of associated industries has sprung up to meet the needs of microbrewers. Brewing consultants, equipment fabricators, ingredient suppliers, publicists, distributors, and even educational programs are now catering to the special needs of microbrewers and, as a result, making the business of small-scale craft brewing much easier today than it was just ten years ago. These enterprises are now devoting large sales staffs and significant resources to servicing the microbrewing industry, because they are confident that this is a growth industry for the future.

*Institutional Support:* As the microbrewing industry has grown and prospered, a variety of new professional organizations, trade associations, and educational programs have been established to assist microbrewers and to educate the public.

Professional and trade associations include: the Institute for Brewing Studies (a division of the Association of Brewers), Brewers Association of America, and the Nebraska Craft Brewers Association for local relevance.

These professional organizations perform many essential tasks for the microbrewing industry including; publishing industry statistics and information; representing the industry in legislative lobbying efforts; conducting trade shows and conferences; undertaking public relations with the media; and developing programs for brewery insurance, quality control, and continuing education for brewers.

Some important examples of the quality publications provided by these organizations include *Zymurgy*\* (American Homebrewers Association), *The New Brewer* (Institute for Brewing Studies), The North American Brewers Resource Directory (Brewers Publications), the Brewery Planner; A Guide to Opening Your Own Small Brewery (Brewers Publications), the Brewery Operations Series (Brewers Publications), and the American Brewer (Owens Publications). These and other publications are an invaluable resource for starting and successfully operating a microbrewery. The ever-increasing number of trade conferences and

microbrewing festivals which help to improve the quality of our product and educate the beer drinking public about our products includes: the Institute for Brewing Studies' Craft-Brewers Conference, the American Homebrewers Association National Conference, the Great American Beer Festival®, and a rapidly growing number of local and regional beer festivals. Finally, in any discussion of institutional support we cannot neglect the educational programs, which recently have been designed, specifically, to further educate microbrewers. These programs include: the Beer Judge Certification Program; courses on quality control and brewing technology at the Siebel Institute of Technology in Chicago; and a variety of programs on sanitation, microbiology, brewing business management, etc., at the University of California at Davis.

The sources above represent only a portion of the proliferating number of institutional resources available to microbrewers today.

It should be stated that in the early days of operation, Nebraska Brewing Company took full advantage of many of these resources to gain a properly running beer production environment.

With 6 operational years of brewing under our belt, Nebraska Brewing Company recognizes the great value within these programs but has grown largely self-sufficient when it comes to operating a brewery and pursuing qualitative improvements.

*Industry Prospects:* Well into the fourth decade of the microbrewing revolution, a variety of statistical evidence clearly demonstrates that this industry is much more than a temporary fad. We are at this time witnessing a proliferation of microbrewing enterprises, trade associations, institutional support, and beer festivals, organized specifically to celebrate craft brewing. Likewise, the great number of associated industries, which view the microbrewing industry as an important market for their products and services, is a strong indication that the microbrewing phenomenon has matured into a stable industry – and will continue to grow and expand not only domestically but internationally.

Industry statistics on annual production levels, malt beverage sales, tax assessments, and contemporary trends in the sales and consumption of various alcoholic beverages, indicate a growing consumer preference for craft beers. In both the United States and Canada, beer is the alcoholic beverage of choice. However, while the production of major domestic brewers and the volume of imported beers have declined recently, the specialty beer market shows no signs of slowing down. In fact, 2010 showed the Craft Beer industry expansion at 11% annually as reported by the Brewer's Association.

Additionally, from a long-term growth perspective related to craft brewing:

1. Consumers understand beer styles to a far greater degree than 15 years ago when the industry was expanding into available markets. Pale Ale is a common phrase and nearly all Americans are familiar with the terms brewpub and microbrewery.
2. There is still a lot about beer styles that the American public does not know, such as the characteristics of different styles. This bodes well in an "age of discovery" for the beer drinker. Beer drinkers are excited about the latest releases from breweries and understand far better the pairing of the right beer with the right food.
3. Craft brewers are ideally oriented to the changes in the marketplace. Craft brewers can make whatever they choose, can innovate in small batches and packaging, and can experiment with new products without much risk.
4. More than half of the American population lives within 10 miles of a craft brewery.
5. Flavor and diversity appears to be creating more beer enthusiasts overall. A major difference between the current growth acceleration and the run-up of the 1990's is that the statistics show an increase in the public's interest in beer. Membership in the American Homebrewer's Association is up 10% in one year – an indicator that there are a growing number of enthusiasts that did not necessarily exist during the 90s when craft beer experienced its first major growth spurt.

A potentially negative trend, which may affect the industry, is neo-Prohibitionist legislation, which cuts into the profit of brewers or restricts their market (i.e., alcohol warning label requirements and restrictions on the sale and consumption of alcoholic beverages, perceived allergens etc.) will always remain a threat. However, lately a greater amount of information has become available proving the healthful aspects of moderate drinking. In addition, the microbrewing industry and support institutions such as the Institute for Brewing Studies are working to protect their interests.

An area of concern for established brewers at this moment, given the large number of breweries in planning, is the emerging consumer. If we consider for a moment that most, but not all, of the emerging breweries will make exceptional beer, that still leaves a number who may never make good beer. Eventually, economic realities will force another shakeout within the industry but concern exists that the emerging consumer, not yet educated on actual quality craft beer, may encounter these off-brands and be put off by the industry as a whole. The industry is dedicated to helping all craft brewers who ask for assistance.

Growth in Adversity: Despite the important efforts of so many pro-craft brewing groups, the potential for new taxes will continue to be the greatest threat to the microbrewing industry. As the largest profit margin will be extracted within the brewing facet, this is an area to be watched with interest. Although small brewers have been exempted from the latest Federal Excise Tax increase, this exemption could be lifted, or other state and local taxes could be imposed. It is important for this reason to consider the potential impact of higher taxes on our industry.

Recent statistical analysis of beer sales has reached the conclusion that beer sales are relatively price inelastic and respond more slowly to increases in the price of beer. These studies would seem to indicate that a not unreasonable rise in taxation on beer would only result in a minor drop in beer sales. Although the determination of who bears the cost of a given price increase is complicated, these studies indicate that with a product as price inelastic as beer, the increase will probably be paid by the retail customer.

One additional set of conclusions from these studies concerns price increases and product substitution. The evidence indicates that there is probably little substitutability, among consumers between beer, wine, and distilled spirits. This means that (all other factors remaining constant) an increase in the price of one category should not result in the substitution of another category of alcoholic beverage. Consequently, we may conclude that the growth in sales of specialty beers, which are priced as a premium product, is the result of changing consumer tastes, not changes in the price structure of beer.

Studies of income elasticity also demonstrate that beer sales are relatively inelastic with respect to the consumer's income. Recent industry reviews, which consider the impact of the business cycle on beer sales, have reached the conclusion that the business cycle has little discernible influence on the microbrewing industry. Finally, industry statistics clearly show that throughout the last recession, the microbrewing industry continued to grow at an impressive rate.

Clearly there are threats to our industry, but statistics demonstrate that consumer tastes and preferences are changing. In such a market, the best strategy is to provide the consumer with the highest quality product. Beer drinkers are also voters who will go to great lengths to reject unreasonable attacks on their favorite beverage.

## **THE MARKET AND COMPETITION**

*Potential Customers / Trade Area:* The trade area will target the immediately surrounding markets initially. The State of Nebraska, Missouri, Iowa and possibly Wisconsin will see the earliest shipments of canned products from Nebraska Brewing Company. Over time, our other existing and established markets will have the opportunity to purchase these new packages. Many distributors have openly stated that they are investing their time and effort in us in this earlier stage knowing that our strategic plan is to can our products. Some have been waiting for years.

As our canned products will be the newly added facet to our product lineup, our already established brands will find new locations within areas where we already have beer in bars and restaurants. Existing brand awareness provides a strong springboard from which we can launch into grocery stores, gas stations, liquor stores, and the carry-out coolers within many of the locations which already carry our products.

It is estimated that packaged beer (cans in our model) represents 80% of all beer sales with draft beer holding a 20% market share. Nebraska Brewing Company will be capitalizing on the entry into the largest beer sales segment in markets already known and established.

Additionally, as operations, expertise, and production permit, the pent-up distribution demand can be serviced at a later date. Initial demand in existing markets is already high and when the market begins to learn that we now have cans to add to our offering, latent demand will become evident.

From a locally competitive perspective, Nebraska Brewing Company will join the ranks of Blue Blood Brewing, Emyrean Brewing, Lucky Bucket Brewing, Granite City, Schilling Bridge Winery and Brewery, Spilker Ales, Thunderhead Brewing Company, and within 12 months, possibly 4 or 5 other startups.

While it is true that there are already new and some established local brewers making a packaged product, Nebraska Brewing Company is the only one within the lineup already being distributed across so much of the nation and known in some many locations outside of its home-market. Nebraska Brewing Company has won more awards since opening its brewing doors than all of these other breweries – combined.

It should be stressed that while there are others, the package beer market has much more elasticity with regard to adding more brands. Consider that the draft beer market, from local bar or restaurant, may only have 4 tap handles – which are fiercely fought for in the draft beer arena. This newly introduced suite of products offered in cans will find itself within much larger product aisles and cooler space. Nebraska Brewing Company cans and other packaging will be a stand-out in addition to leveraging the quality of the known brands.

Competition: Locally available and locally produced beer – Using RateBeer as a reference point, the top 10 beers produced within the State of Nebraska are listed below along with their rankings and statistical rating on a maximum percentile scale of 100 points.

The first section contains the rankings of all beer available in the State of Nebraska as of 1/17/2012 and the second section shows the top 25 beers produced by those breweries calling Nebraska home as of this same date. These are national rankings in that all beer drinkers contribute to these standings.

It is a strong statement when evaluating the upper grid of all beer available to Nebraska from every brewery offering beer to the State that Nebraska Brewing Company is the ONLY local brewer occupying slots with 4 of those top 25 belonging to products in the lineup.

In the grid below of locally made, Nebraska-produced beer, Nebraska Brewing Company occupies 9 of the top 10 slots and 15 total of the top 25. From a consumer perspective, Nebraska Brewing Company rates exceedingly well against the local competition.

*Best Beers Available in Nebraska as Reported by Ratebeer.com*

These are the best beers you can find in this region's stores and restaurants based on the availability information provided by RateBeerians in this area. A beer has to have 5 or more ratings to be listed here.

1	Amager Hr. Frederiksen	Amager Bryghus	541	99.735580719727
2	St. Ambrose Oatmeal Stout	McAuslan Brewing	1146	99.5238890350117
3	HeBrew Genesis 16.15	Shmaltz Brewing Company	69	99.4179502191263
4	Boulevard Imperial Stout	Boulevard Brewing Company	270	99.3649510676621
5	Mikkeller I Beat you	Mikkeller	334	99.3119296128972
6	Nebraska Brewing Company Reserve Series Black Betty Russian Imperial Stout	Nebraska Brewing Company	106	98.8334272056261
7	Boulevard Bourbon Barrel Quad	Boulevard Brewing Company	354	98.7800808945591
8	Great Divide Belgian Style Year Imperial Stout	Great Divide Brewing Company	219	98.7266919437459
9	Welkenstephaner Hefe Weissbier	Bayerische Staatsbrauerei Welkenstephan	1864	98.6732585130641
10	St. Bernardus Tripel	St. Bernard Brewery	1319	98.6197757641452
11	Amager Fru Frederiksen	Amager Bryghus	224	98.6197787641462
12	Boulevard Tank 7 Farmhouse Ale	Boulevard Brewing Company	430	98.3516210351581
13	Nebraska Brewing Company Reserve Series Barrel Aged Hop God	Nebraska Brewing Company	91	98.3516210351581

14	Odell Myrcenary Double India Pale Ale	Odell Brewing Company	224	98.2978248785507
15	Boulevard Collaboration No. 2 White I.P.A.	Boulevard Brewing Company	149	97.9194942550474
16	Boulevard Dark Truth Stout	Boulevard Brewing Company	315	97.8651741777278
17	Nebraska Brewing Company Reserve Series Melange a Trois	Nebraska Brewing Company	94	97.8107804665255
18	Ommegang Hennepin	Brewery Ommegang (Moortgat)	1696	97.427611888068
19	Verhaeghe Duchesse De Bourgogne	Verhaeghe	1687	97.3727645453889
20	Bush de Noël (Scaldis Noël)	Dubuisson	905	97.2070770964013
21	Weihenstephaner Vitus	Bayerische Staatsbrauerei Weihenstephan	789	97.0405344243849
22	Boulevard Harvest Dance Wheat Wine	Boulevard Brewing Company	218	96.7609341671639
23	Nebraska Brewing Company Reserve Series Apricot au Poivre Saison	Nebraska Brewing Company	58	96.7046940649572
24	Boulevard Chocolate Ale	Boulevard Brewing Company	128	96.1933447076886
25	New Belgium Abbey	New Belgium Brewing Company	872	96.1359203634468

*Best Beers Produced in Nebraska as Reported by Ratebeer.com*

These are the best beers, as rated by RateBeerians everywhere, that are brewed by the brewers of this area. A beer has to have 5 or more ratings to be listed here.

1	Nebraska Brewing Company Reserve Series Black Betty Russian Imperial Stout	Nebraska Brewing Company	106	98.8334272056281
2	Nebraska Brewing Company Reserve Series Barrel Aged Hop God	Nebraska Brewing Company	91	98.3516210351581
3	Upstream Grand Cru	Upstream Brewing Company	89	98.1900533489377
4	Nebraska Brewing Company Reserve Series Melange a Trois	Nebraska Brewing Company	94	97.8107804665255
5	Nebraska Brewing Company Reserve Series Apricot au Poivre Saison	Nebraska Brewing Company	58	96.7046940649572
6	Nebraska Brewing Company Reserve Series Barrel Aged Fathead	Nebraska Brewing Company	55	95.6717868474432
7	Nebraska Brewing Company India Pale Ale (2011)	Nebraska Brewing Company	23	95.6131525755812
8	Nebraska Brewing Company Hop God	Nebraska Brewing	87	94.2842873901098

		Company		
9	Nebraska Brewing Company New Oak-aged Rye IPA	Nebraska Brewing Company	20	93.9709083702177
10	Nebraska Brewing Company Black Betty Russian Imperial Stout (Draft)	Nebraska Brewing Company	12	92.8698747878974
11	Upstream Gueuze Lambic	Upstream Brewing Company	52	92.5348984901694
12	Nebraska Brewing Company Apricot au Poivre Saison (Draft)	Nebraska Brewing Company	15	91.7788493331748
13	Lucky Bucket IPA	Lucky Bucket Brewing Company	76	90.9225443912019
14	Thunderhead Constalker Espresso Stout	Thunderhead Brewing Company	15	90.0314499307599
15	Jaipur Jalapeño Ale	Jaipur Restaurant & Brewpub	12	89.6494684197588
16	Lucky Bucket Certified Evil 2010	Lucky Bucket Brewing Company	47	87.7241241564061
17	Nebraska Brewing Company Cardinal Pale Ale	Nebraska Brewing Company	38	85.0923344661357
18	Nebraska Brewing Company Smoked Porter	Nebraska Brewing Company	10	80.0148880837062
19	Nebraska Brewing Company Infinite Wit	Nebraska Brewing Company	25	77.3614840823689
20	Nebraska Brewing Company EOS Wheat	Nebraska Brewing Company	39	74.0610233617956
21	Upstream Ebenezer	Upstream Brewing Company	15	73.9392348306603
22	Empyrean Dark Side Vanilla Porter	Empyrean Brewing Company	110	73.4494684066404
23	Nebraska Brewing Company Brunette Nui Brown (2010-)	Nebraska Brewing Company	20	70.8117523817667
24	Empyrean Luna Sea ESB	Empyrean Brewing Company	67	67.9365175743024
25	Upstream Firehouse Red Lager	Upstream Brewing Company	10	66.3243931835172

As a rule, craft beer brewers generally produce a quality product. For this reason, it is the responsibility of each individual brewing entity to make some effort to help consumers distinguish their beers from those of their competitors. Some brewing companies rely on the excellent quality of their products and word of mouth as their strongest marketing point. This strategy is often

used by new brewing companies, which in the early years have less capital available for advertising. Other pioneer microbreweries benefit from greater brand recognition, due to their longer operating history and easily recognizable logos.

Another way to win loyal consumer support is to develop a distinctive flavor profile, such as a characteristically assertive hop flavor. This method is evident within many of the Nebraska Brewing Company brands in that they are brewed to-style without taking operational and ingredient shortcuts from other beers being brewed within the brewery.

In contrast to these methods, some brewers spend thousands of dollars on a strong advertising campaign through the local media to increase their market share. Others with smaller advertising budgets may choose to rely on less expensive, but often equally effective point-of-sale promotional materials.

All of the brewers competing in our overall market rely on some mix of the above marketing strategies to acquire a base of loyal support and then increase their market share. Nebraska Brewing Company will likewise pursue a marketing strategy appropriate to its production goals, financial means, and the particular characteristics of our target markets. Our marketing strategy will be carefully discussed in the next section of this business plan. However, it should be emphasized here that the demand for microbrewed products is growing and as the statistics demonstrate, the microbrewing industry's share of the beer market is also growing.

Most microbrewers / owners are in agreement that competition is healthy. The great variety of microbrewed products available to consumers has only served to further educate the beer drinking public to the quality of our products, creating ever-greater demand. Although we are in competition with other microbrewers, our share of the market will not come so much at their expense, as it will at the expense of imported beers and domestic industrial brewers whose customers are gradually shifting to fresher and more flavorful microbrewed products.

Market Size and Trends: For the purposes of this document, the focus will be upon Craft Beer vs. an overall analysis of all beer within the United States. Additionally, as Nebraska Brewing Company, relative to its Craft Beer production, is operating in a footprint which spans to both coasts and many states in between, a macro level analysis of United States Craft Beer and trends is in order.

At this time, complete 2011 data is the most recent industry-available data.

### 2011 Craft Beer Industry

- Growth of the craft brewing industry in 2011 was 13% by volume and 15% by retail dollars.

### 2011 Craft Beer Industry Production Volume

Regional craft breweries	9,029,607 bbl
Contract brewing companies	228,504 bbl
Microbreweries	1,441,505 bbl
Brewpubs	68,538 bbl
<b>Domestic Craft Beer Sales</b>	
2011	11,466,152 barrels
2010	10,133,571 barrels

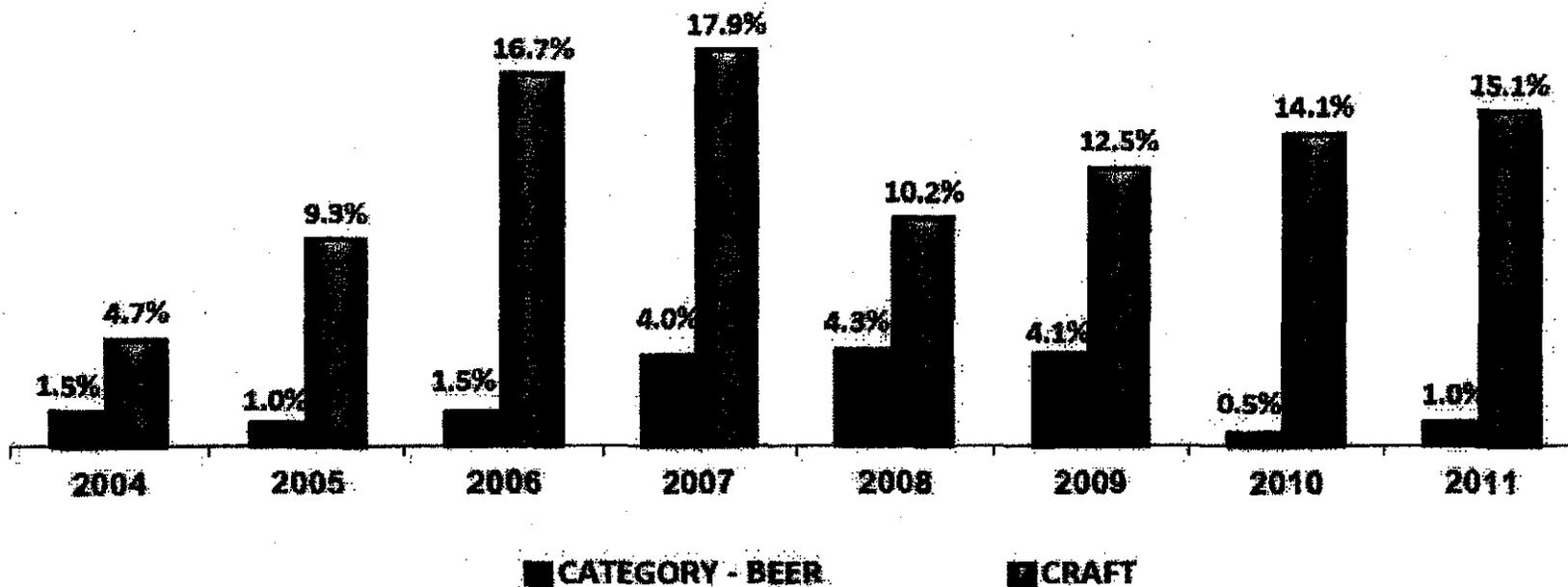
Using the Brewer's Association as our source data, we believe initial Nebraska Brewing Company sales to be limited only by our ability to rapidly ramp production up to an initial annual goal of 3,500 bbl. within the production facility and a planned reduction in brewpub capacity (due to a transfer of some production responsibilities to the production facility) to approximately 1,400 bbl. While this document serves to communicate information relative to the production facility alone, it should be noted that both the existing 10 bbl. brewhouse within the Shadow Lake location and the 30 bbl production facility will be producing Craft Beer.

While Nebraska Brewing Company will be packaging beer primarily for Off-Premise Sales, a portion of brewing capacity will also be servicing draft accounts (bars and restaurants selling kegged beer). Roughly an 80% / 20% market share respectively exists for these segments. For the 80% Off-Premise market share (the canned product) IRI reports trend data below:

Nationally, as reported by IRI (Industry Resources Inc.) in the Beer Channel for period ending January 2, 2011 – the Micro / Craft beer segment was outpacing all other segments in a robust fashion.

## Beer Category vs. Craft Segment - Dollar Sales % Change vs YA Total U.S. - Supermarkets

The Craft Segment achieved it's sixth consecutive year of double-digit Dollar Sales percent change growth



SIG Data 52 Weeks Ending Jan 2, 2011

SymphonyIRI Group

Micro / Craft beers represent aggressive growth rates as reported in the above data which is propelling this sector to gain more market share year over year. Within the Top 10 Micro / Craft ranked styles -- of the top 7, Nebraska Brewing Company will launch the canned product line with 4 styles that fall into this grouping. Romancing the Conehead, EOS Hefeweizen (Wheat), Cardinal Pale Ale and Brunette Nut Brown Ale (classified as an Amber Ale in the graph below)

Also of note is that through existing Craft Beer production and pilot brewing within the Shadow Lake brew house, Nebraska Brewing Company has top selling brands within 5 of the 6 top styles reported below. Seasonal and Variety listings are general groupings and not actual styles.

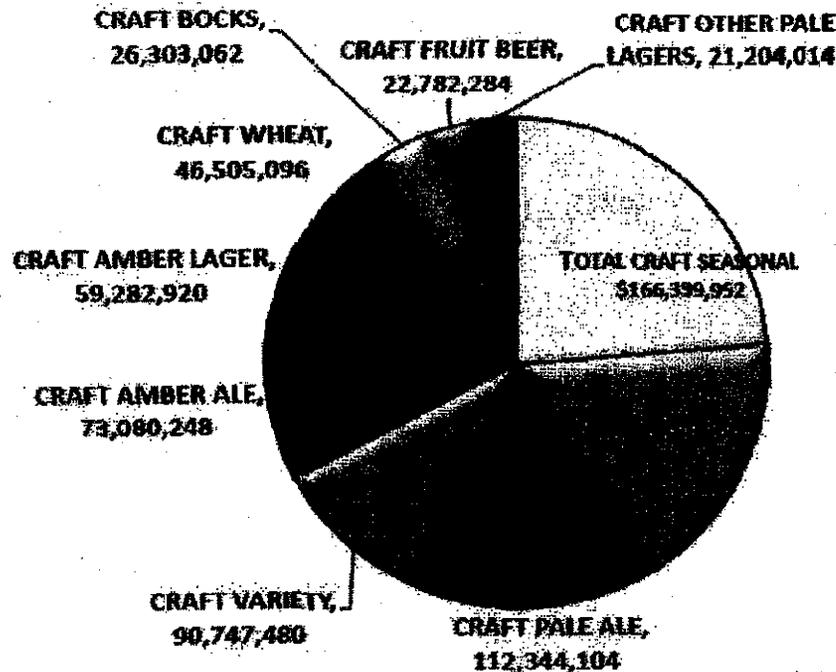
DRAFT

# Top 10 Craft Beer Styles

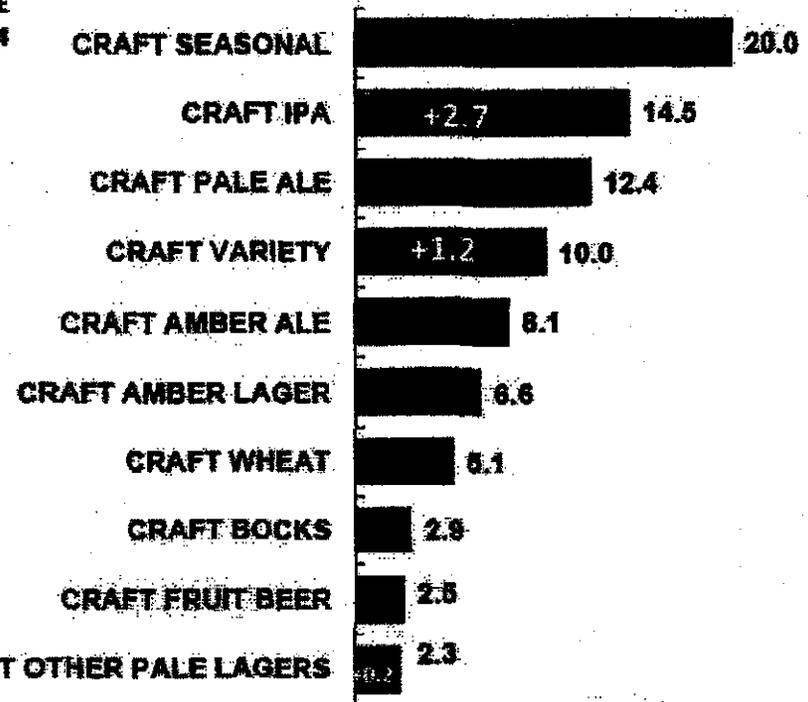
Total U.S. - Supermarkets

The Top 10 Craft Styles Account for 85% of Total Craft Dollar Sales

Top 10 Craft Styles



Dollar Share of Total Craft & Chg vs YA



SIG Data 52 Weeks Ending Jan 1, 2012

SymphonyIRI Group

**Estimated Wholesale Pricing Methodology:** From a competitive standpoint within the Craft Beer segment, consumers are indeed price-conscious but are willing to pay additionally given beers of higher perceived quality. Nebraska Brewing Company, given its current reputation as an innovator and brewer of high quality and award winning beers, will price itself marginally over a mid-market price point for the canned product line. Draft beer (kegged beer) will follow suit and given this approach, can be expected to compete aggressively in the 20% market share that is draft tap handle space within an establishment.

Reserve Series beers (Melange a Trois, Apricot au Poivre Saison, Black Betty Russian Imperial Stout, Fathead, and Barrel Aged Hop God) will maintain their current pricing in the upper echelon of finely crafted barrel aged beers. However, given the economies of scale inherent in a larger brewing facility, many of the existing base costs such as ingredient and packaging costs will fall. Given this drop in base costs, some consideration will be given to a reduction in wholesale cost to the distribution channel. While this could mean great things to the end consumer, there is also a good deal of concern that historically, price reductions at the brewery do not ultimately wind up at the consumer. It is an unfortunate situation that retailers, in many cases, see a drop in base costs as an opportunity to net a greater margin while maintaining the originally struck price points. Nonetheless, opportunity exists here to reduce product cost and increase distribution scope and frequency. Lastly, while production costs of the Reserve Series can be reduced, the time to produce this product cannot be altered. It will still require nearly 8 months' time to create and ship each Reserve Series beer – tying up materials, space, and consuming man-hours in the process. The costs below are not loaded (do not include labor, commodities, overhead, taxes etc.) and are to be used as a basis for recipe production only. The example being used for canned beer is the Brunette Nut Brown Ale.

Canned Beer	Unit Cost	Cost to Distributor
6 Pack 12 oz. Can	\$1.81	\$5.00
4 x 6 Pack	\$7.23	\$20.00
1/2 bbl Keg	\$23.01	\$110.00
1/6 bbl Keg	\$7.63	\$35.00

Reserve Series	Unit Cost	Cost to Distributor

750mL Case	\$26.02	\$132.00
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**ASSUMPTIONS**

- Annual growth rate in national Craft Beer sales will continue to escalate as Craft Beer moves toward 6% overall market share within the segment of Beer. Given a current 5% market share, there exists tremendous upside potential assuming a quality product, good reputation, and striking packaging.

Pertaining to growth, all current projections reflect the base system as-built and hold the capacity fixed at 8,500 bbls of annual beer production. The core brew-house that is being built / installed can easily produce up to approximately 50,000 bbls of beer per year with the addition of fermentation and bright beer tanks. These tanks can be added incrementally.

The following is the dollar value break-down in overall sales for the first three full years. This assumes some small ramp in canned and draft beer with Reserve Series products being sold in the 8<sup>th</sup> month of production. As BA Hop God and Apricot au Poivre Saison require previously used barrels, their production cannot begin until such time as barrels become available. Thus, there will be some shift from early volumes of canned and draft production capacity into Reserve Series as time progresses. For the purposes of projections, this analysis does not run the brewing system at capacity to allow for a spreadsheet that appears more uniform in nature.

*Projections By Dollar Value*

	bbls	Expense	Sales	Profit / Loss
Months 1-12	7,400	\$1,067,051.42	\$1,252,715.16	\$185,663.74
Months 13-24	7,400	\$1,498,974.64	\$2,936,900.15	\$1,437,925.51
Months 25-36	7,400	\$1,518,973.36	\$3,408,298.55	\$1,889,325.19

These figures are based on the previously stated assumptions and represent our projections of sales targets to be achieved by the management team of Nebraska Brewing Company

## MARKETING PLAN

*The Fundamentals:* It is the intention of the management team to establish the long term profitability and success of the Nebraska Brewing Company by carefully concentrating on and building a core group of satisfied customers. We recognize that ultimately our customers are Craft Beer drinkers and are continually improving their palates and seeking greater quality in the beers they consume. Consequently, the key to our basic marketing strategy is to continue to make the highest quality beers possible, and continue to innovate and separate ourselves from the lowest common denominators of both craft beer and craft beer brewers.

Our effort to make the best beer possible will be achieved by the following means: First, all beer profiles and recipes have been selected after careful market research to determine exactly what is popular among Craft Beer drinkers in our target markets. The most important aspects of our research came from the Brewer's Association and IRI Scan Data. Having made the decision as to what flavor profiles we will initially produce, careful thought and consideration has been given to construct a brewing facility in such a manner as to be elastic in brewing capacity. A 30bbl brewhouse can brew small batches to begin production and in later phases, fermentation and bright beer tanks can be inserted alongside the existing system to expand production as demand requires.

Production of our target beer styles is not a first-time effort. Nebraska Brewing Company has been producing these initial beers for over 6 years with both scientific and qualitative refinements being made along the way. In an effort to gauge independent and educated input, in 2009 Nebraska Brewing Company began to enter competitions with nearly all of its production beers. Competition performance was used as a baseline in many cases as a tool for improvements to not only the recipes themselves but also within the operational aspects of production.

Another key aspect of our operations, which is intended to ensure we continue to make the best beer possible, is our determination to use only the finest brewing ingredients available. Only ingredients which we feel are appropriate based upon our own expertise and reputations within the industry will be used, without exception. We have made certain that our suppliers all have excellent reputations among the brewing community and provide consistently high quality inputs at all times. Nebraska Brewing Company is prepared to find new sources of brewing materials whenever our current suppliers fail to meet the exacting standards of the Nebraska Brewing Company. It should also be noted here that the phrases "premium ingredients" and "highest quality" are

arbitrary and while many within the industry may employ those terms relative to marketing, only those making truly great products adhere to the ethos.

As a final note regarding the design of our recipes, we intend to carefully monitor the responses of beer drinkers to our products when they first reach their target market and long after. Consumer feedback will be the means by which we gauge the reactions of beer drinkers to our products, so that we may make any necessary adjustments.

***Reputation:*** At this time, Nebraska Brewing Company enjoys a lofty position within the Craft Beer sphere. Nebraska Brewing Company has an excellent reputation for quality, innovation, and the packaging of its 300mL Reserve Series line. Excellent reputations take time, consistency in products, positive reviews by consumers, press appearances at trade shows / beer fests, awards, hype, and the expectation that whatever comes next – people want it. Even prior to canning and the opening of this production facility, great anticipation already exists within the consumer ranks as well as the distribution tier.

Only a quality product will create consumer loyalty in our core markets and ensure regular growth in sales as that market expands.

***Off-Premise Wholesale Sales:*** The wholesale distribution channel is the key to sales. Through our network of 20+ existing and future beer distributors, we intend to sell the bulk of our production (as mentioned previously, some beer will be sold back to the Nebraska Brewing Company brewpub and other smaller amounts will be sold in the onsite tasting room) 12 oz. canned product will comprise the lion's share of distributed product with kegged beer comprising the next largest package size. Lastly, our bottled Reserve Series line will also have some amount sold back to Nebraska Brewing Company's brewpub with the balance being sold in the wholesale channel.

In the early days of beer distribution for Nebraska Brewing Company (the local focus) it was felt that distributors who were smaller in nature, had some ties to the Craft Beer world, and had fewer customers to service would provide a better rapport with Nebraska Brewing Company and would be able to better sell the NBC brand. At the time as well, it was felt that Anheuser-Busch distributors possessed some distaste for the Craft Brewing community and viewed it merely in a light of market share erosion.

Ownership changes within Anheuser-Busch, economic shift, consumer brand awareness, and the advent of non-exclusivity within the Anheuser-Busch distributors (along with a better, more educated, distribution focus within Nebraska Brewing Company) has resulted in most of the current Nebraska Brewing Company distributors of the Anheuser-Busch variety. When the first AB house

was contracted (Union Beer Distributing of New York), it was immediately apparent that AB distributors were eager, educated, well-funded, connected to a vast consumer base, and possessed advantages and economies of scale that the early Nebraska Brewing Company distributors did not have.

Of the 20+ distributors that are working with Nebraska Brewing Company, 10 of the 20+ are of the Anheuser-Busch variety. These perform at a much higher level professionally, operationally, and outsell the other distributors hands down. In a large sense, had Nebraska Brewing Company not begun to garner the reputation for quality products that it did, it follows suit that the AB houses would likely not have been interested in our brands. We feel very grateful to have the distribution talent that we do. Many of these distributors began carrying our brands knowing that we could not distribute product in quantity at that time but were planning for that day when we could. The entire portfolio of distributors stand ready to begin selling our off-premise products as soon as we can become operational.

*Facility:* Building requirements for this brewing / canning facility are commercial in nature. Envisioned is a warehouse-type location with accommodations for moderate water consumption (assume between 3 and 5 times water consumed for every gallon of beer produced), sewage, power to supply a boiler, loading dock, expandable interior cooler space, high ceilings either at 16 or 24 foot height, and enough unused or available space for expansion so as to accommodate growth without relocation.

Concrete floors, sloped drains, small office space, restrooms (with showers), and from a public / casual observer perspective, a tasting area (coupled with the barrel aging environment) and seating for a moderate number of guests.

Brewery tours would be conducted on weekends and the available space could be made available for private parties, club gatherings, or the occasional social event.

At this time, it is not envisioned that Nebraska Brewing Company would own this space and would likely lease the facility. An area in the neighborhood of 28,000 square feet appears appropriate at this stage in planning.

From purely an operational perspective, this facility can be located in any light industrial area but should be considered in close proximity to the existing Nebraska Brewing Company brewpub and possibly the main Omaha distributor – Quality Brands. Although these considerations meet basic operational goals, it should be noted that this is not a requirement.

In the tasting room of the brewing facility, customers will be able to make a variety of retail purchases. Initially we will have a small selection of T-shirts for sale. As economically feasible, we will include other promotional items to increase our merchandise sales.

***Pricing:*** As mentioned previously, our wholesale pricing strategy is designed to make our beers competitive and to achieve a profit, while at the same time positioning our products among the best beers being produced by our competitors. Relatively speaking, our draft prices will fall in line with high quality draft beers and our Reserve Series case prices are situated at the upper end of today's pricing spectrum.

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<b>Canned Beer</b>	<b>Unit Cost</b>	<b>Cost to Distributor</b>
6 Pack 12 oz. Can	\$1.81	\$5.00
4 x 6 Pack	\$7.23	\$20.00
1/2 bbl keg	\$23.01	\$110.00
1/6 bbl keg	\$7.63	\$35.00

<b>Reserve Series</b>	<b>Unit Cost</b>	<b>Cost to Distributor</b>
750mL Case	\$26.00	\$132.00

A further aspect of our pricing strategy is our determination to maintain stable prices over a substantial period of time. Although we cannot be certain that significant changes to our cost structure will not occur, it is our plan to maintain prices at a level which will not cause undue hardship to our retail channels. Changes in price will only take place when our own costs rise appreciably and thereby threaten the minimum profit margin we require to meet our operating costs and achieve our projected growth targets. Price changes will also be considered whenever our products fall significantly out of alignment with the median price being asked by our major competitors. This last item is not considered to be significant.

It is somewhat expected for a new brewery that the initial batches of beer will not fall into the expected results category. In many cases, planned batch failures are built into business plans to account for the dumping of more than 1 startup batch of beer. In fact, Nebraska Brewing Company had planned to dump between 3 and 8 batches of beer within the first year of operation for the brewpub. Failure to dump sub-par beers could result in damaged reputation or a destruction in customer base. Nebraska Brewing Company has been operational in beer production for over 4 years – and has never made a single batch of beer which required dumping. Those of us brewing, running quality control and active in the industry have a passion for what we do – a desire to be among the best. Nebraska Brewing Company should be viewed in a light of quality first.

Given this, we are not building into our startup model any planned batch failures.

Promotional Merchandise: Promotional merchandise, such as t-shirts, glassware, lapel pins, etc., will be priced reasonably in order to realize a consistent profit. At this time, the promotional aspects of these sales vs. the profit potential are the prime driver for sales in this area.

Food in the Tasting Room: Nebraska Brewing Company's production facility will not be built to serve food to the public who chooses to visit for the purposes of tasting / sampling the products or touring the facility. Due to the inherent nature of also having an operational brewpub, we will cater to the facility for special events and make limited food items available for purchase on other special occasions – to be prepared and served under the existing Nebraska Brewing Company food license at the separate facility.

Advertising and Promotions: As President, Paul Kavulak is responsible for point-of-sale promotions and advertising. Initially, point-of-sale merchandise will be designed with the assistance of Turnpost, Inc. and will be developed in a joint fashion with leaders among the existing beer distributors who know the retail market best. There are already existing products and designs and to a limited extent, these can be extended to cover the growth in the off-premise market. For example, coasters, table tents, sell sheets, and some limited signage designs exist. Printing is typically handled by the distributors themselves and for those who lack an in-house printing facility, centralized vendors such as Grandstand Inc., out of Lawrence, KS can be used for glassware, coaster printing and other medium to large scale POS items as needed.

The President is also responsible for carrying out all direct advertising of Nebraska Brewing Company products, to the consumers in our chosen markets. Advertising will be conducted through the local print media. It is envisioned that leading, more generalized advertising will occur in industry relevant trade magazines as needed. These generalized ads will tout the arrival or advent of Nebraska Brewing Company in cans and will segue into ads and promotions by the retailers themselves. In many cases, these leading ads can be co-opted by the distributors in those markets.

Over the past 6 years, Nebraska Brewing Company has taken out limited advertising in some of these locations both on the National (Draft Magazine), and local (Philly Beer Scene) level to promote general awareness. These newer ads will focus more on the availability of off-premise products.

Public Relations: The President will actively pursue a strategy of meeting with local groups which are concerned about issues related to alcohol consumption. It is our intention to develop an open dialogue and positive relationship with the local citizens groups which advocate responsible drinking. Likewise, we will take the initiative to foster a cooperative relationship with local law enforcement agencies, to show them that we are concerned about alcohol misuse as they are. At the Nebraska Brewing Company, we advocate the enjoyment of quality beer in moderation, not the consumption of alcohol in large quantities. In order to avoid any

potentially harmful publicity in the future, which may stem from the misuse of our products, we will make certain that the relevant interest groups understand that we take the issue of alcohol misuse as seriously as they do.

***Intellectual Property:*** All brand names, beer recipes, trade secrets and other relevant operational practices are the Intellectual Property of Nebraska Brewing Company. In the areas surrounding our Internet presence, the following URLs have been secured: nebraskasbrew.com, nebraskabrewingcompany.com, and nebraskabrewingco.com. At this time, it is [www.nebraskabrewingco.com](http://www.nebraskabrewingco.com) that will be the utilized URL. A continual effort to secure our intellectual property will be undertaken. Nebraska Brewing Company represents a geographically descriptive name and will likely not be placed on the Principal Register of the United States Patent and Trademark Office (USPTO) until the mark has gained secondary meaning through approximately 5 years of use. At the 5 year mark – which is this November of 2012, we will take the steps necessary to secure its use. Currently, we are pursuing numerous trademark registrations (Sept, 2013)

Further, with the advent of Facebook, Twitter, Untappd and the various other sphere entities, we have taken the time to establish our Facebook presence, register a Twitter handle (@nebrewingco), and take control of our Untappd presence. We have also worked to establish a Social Media / Web Presence individual and have this person active nearly every day of the week updating and corresponding with an engaged public.

Nebraska Brewing Company also owns the trademark “Serving The Ale Nation” as part of its startup endeavors. This mark pertains to the Ale Nation – a Member’s Only and fully renewable club whereby members pay a fee to drink our experimental beers. This is also a Loyalty program in that for every dollar spent, a point is earned for later prize rewards. The program is in its 5<sup>th</sup> year and it is likely that this program will extend into the production brewery in some fashion.

Nebraska Brewing Company has been using the tagline “World Class in Every Glass” but does not currently own the trademark to this however is currently pursuing with a trademark attorney.

## COMPANY STRUCTURE

***Management Team:*** The following is a list of the key management roles and the individuals who will be responsible for them.

***President:*** Paul Kavulak has overall responsibility for the start-up and daily operation of the Nebraska Brewing Company

Paul is an accomplished brewer with over 15 years of experience and professionally, prior to the start-up of Nebraska Brewing Company, Paul was the Senior Vice President of Technology Integration at West Corporation where he worked increasingly with the Mergers and Acquisitions group, Product Development teams, and drove innovation throughout the various business units within the

corporation. Just prior to this most recent activity, Paul ran all of IT within the West Corporate structure, had a team of 470 individuals and oversaw a budget of approximately \$150,000,000.

Paul has been researching and preparing for this project for several years and has a solid understanding for the brewing process and the market potential for Craft beer. While the initial goal of being a hands-on brewer were the driving force to begin the endeavor, the business realities of running the business, expanding markets, and increasing production have caused Paul to focus outside of the brewery. That said, the brewery is his primary day-to-day focus, albeit at an operational level.

Paul will oversee major elements such as building improvements, graphic arts, any relevant audio / visual, major facility design, and the installation of the brewery. Paul will secure financing, and acquire and service wholesale distribution accounts. Paul will also brew as time permits and will be responsible for all tasks related to daily beer production. The President will oversee all operational aspects of Nebraska Brewing Company.

**Vice President:** Kim Kavulak will act as vice president which involves providing assistance to the president at every level of the brewery start-up and daily operations. Should the president be temporarily unable to perform his roles as president and head brewer, the vice president will be sufficiently familiar with all aspects of the business that the vice president will be able to train and supervise any employees needed to assist her in the full operation of the business. Kim will also carry out the licensing process, undertake ancillary advertising, promotions, etc but will remain the General Manager relative to restaurant operations. She will also oversee the management of the Tap Room (the promotional product aspects) and its retail sales.

Kim's professional background was gained within First Data Corporation as a Project Manager where multiple simultaneous high pressure, high demand projects were her norm. Kim thrives on ever-increasing levels of involvement and detail. For the majority of the past 4+ years, Kim has worked as the General Manager within the brewpub overseeing all operational aspects to include accounting, payroll, general staffing, promotions, liquor accounts receivable and payable and other duties as necessary.

**Lead Brewer:** In the daily operations phase of the project, Tyson Arp will be responsible for all tasks related to the production of beer. The president will supervise the design of all product recipes and any necessary adjustments to those recipes. The head brewer will perform the regular brewing routine and all tasks associated with preparing Nebraska Brewing Company products for the market. The Head Brewer will also be directly responsible for ordering product, interfacing with various vendors and general inventory control. This position will also be tasked with the management of sales orders, shipping, and receiving.

Brewer: Sam Riggins will act as a supporting brewer and will also directly brew beer and undertake daily operations as directed by Tyson Arp.

It is also envisioned that an entry level brewer, and possibly an assistant will be hired to continue brewing operations within the existing brewpub. Should these other brewers be deemed necessary, they will operate under the Supervision of the Head Brewer.

General Administration: XXX will be responsible for all tasks associated with accounts receivable, accounts payable record keeping, and the preparation of all production and sales reports required by the relevant licensing agencies. General administration may include some administrative tasks associated with the existing brewpub as to shift some day-to-day operations from the Vice President, thereby freeing up time to concentrate on new areas of responsibility.

The president and vice president believe it is important to be personally involved with every facet of the company's operation. This same philosophy extends to the management of our corporate accounting, which we intend to be directly involved in.

The president and vice president feel confident that with the assistance of the employees discussed below, they can perform the tasks outlined above. They have a long standing relationship of nearly twenty-five years and a well demonstrated record of working together to solve problems. Also, the management team will be assisted in many areas by the specially contracted professionals discussed below. For further information on the credentials and experience of the management team, see their attached resumes.

Consultants: Various consultants are being utilized as necessary and appropriate throughout the planning stages and will continue through business launch. Qualified CPAs, legal, architectural, engineering, Brewing, Marketing, Graphics Arts, and Community Development individuals are either already associated with this project or are currently being sought.

The management team is committed to the success of this plan. All decisions will be made with the best interest of the business and other investors in mind. Whenever necessary, the management team will rely on the assistance of professionals on an as-needed, contractual basis.

Management Compensation: For the responsibilities as President and Head Brewer, Paul will draw an annual salary of \$xxx,00. For her responsibilities as Vice President, Sam will draw an initial annual salary of \$xxx,00. The Head Brewer will draw an annual salary of XXX.

At this time, the management team is receiving no compensation or payments from the company. Salaries will commence at such time as financing has been secured and operations are officially put in motion. All future wage increases or bonuses will be

granted to the president, vice president, and general manager as a reward for significant production and sales increases, but only after due consideration by the Board of Directors.

Board of Directors: The Nebraska Brewing Company has been established by its founders and management team, Paul & Kim Kavulak, as a corporation under the laws of the state of Nebraska. The Board of Directors meets monthly to conduct any such business as may come before it. The activities and affairs of the corporation are managed by the Board of Directors. The Board of Directors has delegated responsibility for management of the day to day operation of the business to the management team of Paul Kavulak & Kim Kavulak. Members of the Board of Directors receive no compensation for their services and all directors hold office until the next annual meeting of the shareholders or until their successors have been elected and qualified. Executive officers are appointed by the Board of Directors and serve at the pleasure of the Board of Directors.

Executive Officers: The directors, executive officers, and significant personnel of the Company will consist of up to 7 members who will be named within the coming calendar year and appropriate with the growth of Nebraska Brewing Company. Membership counts will be kept to odd numbers so as to prevent deadlocked voting. Likely positions are listed below with those known members named.

Chairman of the board  
President  
Brewery Manager  
Director

Paul Kavulak  
Tyson Ayr

Executive Treasurer  
Vice President  
General Manager  
Director

Kim Kavulak  
Kim Kavulak

Executive Secretary  
Director

Kim Kavulak

Employees: The Nebraska Brewing Company is scheduled and budgeted to hire additional full time employees as outlined in the budget. Current budgeting shows a first year calendar that includes capital construction with an expected go-live within the 5<sup>th</sup>

calendar month after formal receipt of a cold shell. Employees are outlined to be hired at appropriate intervals so as to properly train them before full brewery operation commences.

It is the management team's philosophy that employees are an asset to the company, not a drain on resources. We intend to train our employees thoroughly, treat them well, and provide them with appropriate responsibilities. Our goal is to develop and retain a core group of employees who will contribute to the success and growth of Nebraska Brewing Company

Supporting Professional Services: The following individuals or businesses will be contracted by the Nebraska Brewing Company to provide services during the start-up and operational phases of this project. See Attachments for their resumes and references.

General Contractor: MCL (Meyers Carlisle Leapley)

Legal Representation: Rochelle Mullin (Cline Williams)

Brewing Systems Consultant: Rob Soltys of Premier Stainless Systems. Rob and his team have already presented Nebraska Brewing Company with a design and price point that has been selected as our future brewing platform.

Canning / Packaging Consultant: Wild Goose Canning Systems, Boulder CO

Bottling / Bottling Packaging Consultant: David Meheen, President of Meheen Manufacturing

Financing: Beginning work to select primary financing source. It is still undetermined at this time whether bank debt or a private placement, or a combination of both is appropriate for this plan.

The management team comes to this project with a variety of important skills and experiences which will benefit the Company. In those areas where they lack experience, the management team has wisely decided to contract on a temporary or part-time basis with qualified professionals. In this way, the Nebraska Brewing Company will be provided with all the necessary professional support, and costly mistakes will be avoided.

## **BUILDING AND CONSTRUCTION PLAN**

Permanent Facilities: Final location has not yet been determined. As mentioned above, heavy industrial space comprised of approximately 28,000 contiguous square feet is desired. As work progresses within this plan and financing direction is determined, work will intensify in this area.

The building will be constructed / renovated to be comprised of the following distinct sections:

1. The Production Floor (Brewing Facility)
2. The Tasting Room
3. The Packaging Space
4. The Cooler
5. The Loading Dock / Shipping Area
6. The Corporate Offices

Building Improvements: The following building improvements will be carried out in order to prepare the space for brewpub operations.

1. Assess concrete load requirements
2. Preparation of plumbing
3. Pour new flooring / footings where needed
4. Identify product to seal concrete
5. Installation of boiler
6. New infrastructure – all electrical, plumbing, HVAC etc.
7. Construction of new interior space as per architectural
8. Construction of new exterior space – spent grain, grain silo etc.
9. Construction of tasting room / barrel aging area
10. Preparation of any store front or signage as necessary.

The above list represents the primary building improvements, which must be completed to prepare the space for operation. These improvements must be completed before the brewing, packaging, and cooler equipment can be installed and connected to the

Complete Framing of New Walls, Doors, Etc.  
Install HVAC Systems  
Framing and Wiring Inspections  
Place Initial Packaging Orders

**PERIOD 7**

Order Other Raw Materials  
Install Cold Room and Refrigeration  
Receive and Take Delivery of Brewing Equipment  
Install and Hook-up Brewing Equipment  
Complete Building Improvements / Construction  
Finalize all Interior Operational and Task Lighting

**PERIOD 8**

Final Occupancy and Health Inspection  
Receive Final Permits and Licenses to Operate  
Complete Brewery Installation and Hook-Up  
Make Final Equipment Purchases  
Begin Installing Fixtures and Furnishings for Tasting Room / Barrel Area  
Final Utility Inspections  
Begin Test Brewing  
Begin Advertising in Local Printed Media  
Meet with Distributors to Discuss First Sales / Initial Orders

**PERIOD 9**

Verify Full Operation  
Paint Corporate Logo on Frontage  
Prepare First Shipments

**DRAFT**

### Grand Opening:

We believe these general tasks can be completed within the scheduled time periods listed – likely a 5 month period should a cold shell be acquired. This plan is also at the mercy of a brewing industry that is red hot. We will work to determine brewing equipment fabrication lead times and insert them into this plan as they become available. At this time, fabrication is considered the long item in the project plan. This should provide ample time to find commercial space adequate for our needs.

This initial estimate is rational but has not yet had the benefit of the more aggressive continuity. This time period stands so as to provide a more conservative estimate within this plan – we should note that all effort will be applied toward beating this time period substantially. However, one serious potential delay would be in achieving the minimum level of start-up capital, which is necessary for us to begin ordering brewing equipment and scheduling building improvements. Any delays would influence the timing of the entire project and could potentially delay start-up by as much as several months. A delay in our start-up of beer production would entail certain additional expenses until sales of beer can begin. Nevertheless, we are confident that even should certain reasonable delays occur, the overall success of this project would not be jeopardized.

### **THE FINANCIAL PLAN**

Assumptions: The following information has been provided in order to fully identify the assumptions which the management team has made in projecting the growth in sales, expenses, revenue, and profit of the Nebraska Brewing Company for the first three years of operation.

Revenue: The Revenue section currently reflects beer only and as time and revenues permit, a merchandising aspect will be incorporated at a later date. All beer sales are based on barrel volumes where one barrel equals 31 gallons or two 15.5 gallon kegs. First year production and sales levels are based upon our research of the existing market and are considered to be relatively conservative projections of real demand.

Cost of Goods Sold: This figure includes the ingredients, energy, water, human labor, excise and business taxes, and any other items required to produce beer. The numbers for brewing ingredients are based on actual costs from suppliers and correspond with the given production levels and historical production cost averages.

Any improvement or reduction in costs at a later time here will fall to the bottom line. Utility costs are based on estimates of local energy and water rates for a given level of production. Tax rates are based on current rates of \$7.00 per barrel federal excise tax,

approximately \$9.47 per barrel state excise tax, and a nominal local business and occupation tax. Costs of merchandise sold in our tasting room are taken to be 50 percent of the retail sales price. Costs of the brewing ingredients, water, energy, and supplies are projected to remain relatively constant over time as a proportion of the costs of producing a given volume of beer. It must be pointed out that this is a commodity-based business and fully dependent upon agriculture and the things that affect it's business as well. Since Nebraska Brewing Company originally began producing beer, we have been forced to deal with a Hop Crisis, a spike in Stainless Steel costs, rising fuel and resultant delivery costs, and fluctuations in malted barley expense.

Gross Profit: When the Total Cost of Goods Sold is subtracted from Gross Sales, the resulting figure represents our Gross Profit.

Operating Expenses – General and Administrative Expenses: Refer to the Pro Forma General and Administrative Expense Schedule-First Year Supplement. These numbers are based on cost estimates from suppliers and service providers to include estimates provided by both the President, Vice President, and Head Brewer. In some cases, irregularly billed payments are spread out over the twelve months of the year as average monthly payments. Some basic expense increases to general G&A is expected but these should be minimal. The exceptions to an increase schedule are fixed lease costs which remain constant, and salaries and payroll taxes which will be increased in accordance with the discussions in the sections of the proposal on employees and management compensation. The costs of all employees hired after the first year and their corresponding payroll taxes appear on separate lines in the Second and Third Years Income Statement.

The final expense which is factored into the company's Operating Expenses is the depreciation rate on certain assets. The assets being depreciated include: start-up improvements (building construction costs), brewery equipment, handling equipment, cooperage (kegs), fixtures, furnishings, and other capital assets purchased during the operational phase to expand production capacity. Depreciation is based on a straight line method over a period of 3 years.

EBIT (Earnings Before Income Taxes): When Operating Expenses are subtracted from the Gross Profit, the resulting figure represents the Company's Earnings before corporate income taxes. Interest Income from cash in the Company's general account is then added to the EBIT line, with the resulting sum being the Company's Profit before corporate income taxes. Corporate Income Taxes are calculated at current rates and when subtracted from the Profit before taxes, result in the Company's Net Income/Loss.

Net Earnings: This line represents the Company's earnings once paid out dividends, any loan principle, and any new equipment purchases have been subtracted from the Company's Net Income/Loss.

1200	Attorney														\$0	0.00%
1400	Alcohol License														\$0	0.00%
1600	General Contractor														\$0	0.00%
1800	Capital Loans (Estimates)														\$0	0.00%
2000	Building Maintenance														\$0	0.00%
2200	Salaries	\$13,354	\$13,354	\$13,354	\$13,354	\$13,354	\$13,354	\$13,354	\$13,354	\$13,354	\$13,354	\$13,354	\$13,354	\$13,354	\$160,248	10.69%
2400	Travel	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$15,000	1.00%
2600	Merchandise	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$12,000	0.80%
2800	Professional Dev/Training														\$0	0.00%
3000	Office Supplies			\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$1,200	0.08%
3200	Security System	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$1,000	0.07%
3400	Electrical		\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$18,000	1.20%
3600	Phone	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$1,200	0.08%
3800	Postage	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$1,800	0.12%

Estimated Nebraska Brewing Co. Production Brewery Budget for Calendar Months 25 Through 36

Annual Percentage

	Month 25	Month 26	Month 27	Month 28	Month 29	Month 30	Month 31	Month 32	Month 33	Month 34	Month 35	Month 36	Budget	Expense
1100 CPA	\$500	\$500	\$500		\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$6,600	0.40%
1300 Contract Labor - Brewery													\$0	0.00%
1500 Architectural													\$0	0.00%
1700 Insurance	\$1,800	\$1,800	\$1,800	\$1,800	\$1,800	\$1,800	\$1,800	\$1,800	\$1,800	\$1,800	\$1,800	\$1,800	\$21,600	1.42%
1900 Building / Lease Payments	\$11,000	\$11,000	\$11,000	\$11,000	\$11,000	\$11,000	\$11,000	\$11,000	\$11,000	\$11,000	\$11,000	\$11,000	\$132,000	8.69%
2100 Real Estate Taxes													\$0	0.00%
2300 Creative / Marketing													\$0	0.00%
2500 Dues & Subscriptions	\$166			\$166	\$166	\$166	\$166	\$166	\$166	\$166	\$166	\$166	\$1,992	0.13%
2700 Parking Lot / Snow Removal	\$700	\$700									\$700	\$700	\$2,800	0.18%





Resume – Paul Kavulak

8711 Raven Drive      402-296-7985  
Louisville, NE 68037      paul@nebraskabrewingco.com

## Paul Kavulak

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**Summary**      Proven executive leadership and brand development within the brewpub and wholesale Craft Beer industries

**Experience**      May 2007 to Present      Nebraska Brewing Company      Papillion, NE

**Founder / President**

- Daily and strategic operations for the brewpub, menu development, beer recipe oversight, off-premise wholesale distribution, and brand development
- Negotiate distribution contracts, set pricing (both internal brewpub and external operations), market analysis, and sales trending
- Conduct on-site distributor brand training and also assist in direct sales and client education
- Events calendar, marketing, budgetary and cash-flow planning
- Employee development, coaching / mentoring in a results driven environment
- Coordinate / negotiate / approve supplier contracts
- Brand management, positioning, and development of new brand lines or brand extensions
- Oversight of brewpub operations for a \$1.5M annual establishment

2006 to April 2007      West Corporation      Omaha, NE

**Senior Vice President, Enterprise Technology Integration**

- Responsibility for IT Mergers and Acquisitions Diligence
- Primary goals center upon strategic product innovation
- Coordination targets within all business unit product development

2004 to 2006

West Corporation

Omaha, NE

**Senior Vice President, Enterprise Systems Management**

- West Enterprise-Wide Leadership for IT, Telecommunications, Systems Operations, MIS, Business Continuity, Network Operations Center, Project Management and direct Divisional Business support.
- Innovated processes to reduce domestic Telecommunications Contracting expenses by \$1.2M annually
- Consistently reduced other Telecommunications expense line items by over \$1M annually – excluding contract negotiations
- Lead Shared IT Services unit supporting Receivables Management, Conferencing, Interactive, Operator Services, and Home Agent verticals
- Consolidated all previously silo'd IT / Telecommunications / Systems Operations into a functional unit
- Responsible for IT integrations of new acquisitions – Worldwide Asset Management and InterCall divisions most notable
- Negotiated all of West's Telecommunications spend to include West's largest telecommunication contract with Sprint. This contract was, at the time, the most aggressive toll free price point within all of Sprint.
- \$110 Million Telecommunications and \$40 Million operating budget
- Enterprise management of over 470 personnel
- Filed 2 patents for innovation in International Conferencing
- Granted 1 patent for Voice over ATM technology – this technology was deployed with the Interactive division resulting in savings of approximately \$2.5 million over 4 years

1996-2004

West Corporation

Omaha, NE

**Vice President Telecommunications / Operations, Director Network Control, Director Applications Development**

- Management responsibilities within the Interactive Division
- Created Telecommunications / Operational entities and business processes in formative phases of the Division
- Grew IVR platform from 8,000 inbound to over 280,000 combined ports
- Lead Enterprise effort to consolidate \$10M Network Operations Center. This center was the first to co-locate operational personnel from disparate divisions and embark upon consolidated operational practices.
- Reduced Applications Development Contractor run-rates from \$1.5M to zero within 18 months.

1994-1996

Prairie Systems

Omaha, NE

**Director Network Control / Operations**

- Lead Services IT Division for call card / FAX / international call-back systems
- Created / managed all operational business practice and functional areas
- Drove systems stability initiatives placing Services IT systems on a path moving away from severe recurring systems impact into an era of high availability

- Orchestrated intra-city data center move within advertised outage windows and with minimal negative residual issues

1987-1994

First Data Corporation

Omaha, NE

**Network Technician, Operations Supervisor, Operations Manager, Manager of Network Engineering**

- 800/900 number advanced feature management for 10,000 port IVR system
- Created all systems operations process / best practices during startup phases – from 1 IVR port through to final business configuration
- Increasing levels of responsibility through from data network maintenance through budgeting, personnel management, business process creation

1983-1987

Sergeant, United States Marine Corps

**Arabic Linguist - Syrian Dialect – Signals Intelligence/Ground Electronic Warfare**

- Performed cryptographic duties to involve Arabic language voice processing and subsequent intelligence analysis. Specific duties classified.

**Education**

1991

Bellevue College

Bellevue, NE

B.S. Business Management  
Honors Graduate – 3.9 GPA

1987-1989

University of Nebraska at Omaha

- Major: Electronics Engineering

References furnished upon request

Resume – Kim Kavulak

8711 Raven Drive  
Louisville, NE 68037

402-296-7985  
pkavulak@attel.net

## Kim Kavulak

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### Objective

Create a unique family dining experience which brings value to both the business and dining community

### Experience

1996-2000

First Data Corporation

Omaha, NE

#### Project Manager

- Organize and manage resources in such a way that requirements to complete projects within defined scope, time, and cost constraints are consistently met.
- Understand business, project, and vendor requirements, coordinating across internal and external functions to accomplish tasks.

1993-1996

First Data Corporation

Omaha, NE

#### Conversion Coordinator

- Formulate, document and verify test plan to ensure integrity of new software releases.
- Review and analyze validity of test output and results.
- Manage and resolve test and production trouble reports, providing feedback for continual process improvement.
- Recommend fixes/changes to software prior to multiple call center release.

1990-1993 First Data Corporation Omaha, NE

**Operations Supervisor**

- Monitor performance and productivity of assigned staff to assure achievement of department goals and objectives
- Monitor/ensure compliance with respect to client requirements and contractual obligations
- Evaluate assigned staff through phone monitoring, complete performance reviews and monitor all aspects of job related performance in order to adhere to department performance and productivity standards.

1988-1990 First Data Corporation Omaha, NE

**Operations Lead Operator**

- Possess thorough knowledge of customer product requirements
- Assist operators requiring additional call processing assistance
- Provide feedback to operators, supervisors, and senior management regarding operational and process improvements

**Education**

University Nebraska Omaha, Omaha, NE 1987-1988  
University Nebraska Lincoln, Lincoln, NE 1984-1986  
College of Saint Mary, Telecom Certificate 1980  
Project Management Institute Certified 1998

References furnished upon request.

# ATTACHMENTS

## Current Award List as of 8/12/2013

Beer	Year	Competition	Medal
Mélange A Trois (Reserve Series)	2009	US Open Beer Championship	Silver Medal
Mélange A Trois (Reserve Series)	2010	Festival of Wood & Barrel Aged Beer	Gold Medal
Mélange A Trois (Reserve Series)	2010	Great American Beer Festival	Bronze Medal
Cardinal Pale Ale	2010	United States Beer Tasting Championship	Regional Champion
Black Betty Russian Imperial Stout (Reserve Series)	2010	United States Open Beer Championship	Judges Award
Brunette Nut Brown Ale	2010	United States Open Beer Championship	Gold Medal
Black Betty Russian Imperial Stout (Reserve Series)	2010	World Beer Championships	Gold Medal
Cardinal Pale Ale	2010	World Beer Championships	Bronze Medal
Fathead Barley Wine (Reserve Series)	2010	World Beer Championships	Bronze Medal

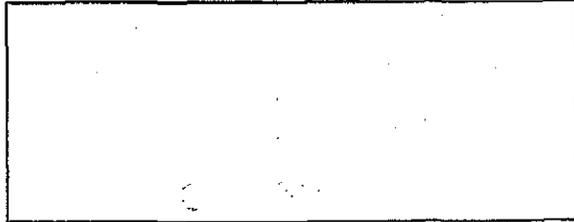
IPA	2010	World Beer Championships	Silver Medal
Hop God	2010	World Beer Cup	Bronze Medal
EOS Hefeweizen	2011	Great American Beer Festival	Bronze Medal
Apricot au Poivre Saison (Reserve Series)	2011	Los Angeles International Commercial Beer Competition	Silver Medal
IPA	2011	Los Angeles International Commercial Beer Competition	Silver Medal
Infinite Wit	2011	North American Beer Awards	Gold Medal
Cardinal Pale Ale	2011	United States Beer Tasting Championship	National Grand Champion
Black Betty Russian Imperial Stout (Reserve Series)	2011	United States Open Beer Championship	Gold Medal
Black Betty Russian Imperial Stout (Reserve Series)	2011	World Beer Tasting Championship	Regional Champion
Black Betty Russian Imperial Stout (Reserve Series)	2012	Los Angeles International Commercial Beer Competition	Gold Medal
Cardinal Pale Ale	2012	Los Angeles International Commercial Beer Competition	Bronze Medal

Hop God	2012	Los Angeles International Commercial Beer Competition	Silver Medal
Apricot au Poivre Saison (Reserve Series)	2012	Los Angeles International Commercial Beer Competition	Gold Medal
EOS Hefeweizen	2012	North American Beer Awards	Gold Medal
Hop God	2012	North American Beer Awards	Bronze Medal
Mélange A Trois (Reserve Series)	2012	North American Beer Awards	Silver Medal
Mélange A Trois (Reserve Series)	2012	United States Beer Drinking Championship	Regional Champion
EOS Hefeweizen	2012	United States Open Beer Championship	Gold Medal
Brunette Nut Brown Ale	2013	San Diego International Beer Festival	Gold Medal
Barrel Aged Hop God (Reserve Series)	2013	LA International Commercial Beer Competition	Gold Medal
Black Betty Russian Imperial Stout (Reserve Series)	2013	US Open Beer Championship	Bronze Medal
Cardinal Pale Ale	2013	US Open Beer Championship	Bronze Medal

Bond

**ALCOHOLIC LIQUOR TAX BOND**

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



KNOW ALL MEN BY THESE PRESENTS:

That we, Nebraska Brewing Co., Inc of the County of Sarpy, State of Nebraska as Principal, and Old Republic Surety Company, duly licensed to transact the business of surety insurance in the State of Nebraska, as Surety, are held and firmly bound unto the State of Nebraska, and the City (Village) of La Vista in Sarpy County, Nebraska, and the Nebraska Liquor Control Commission and each of them jointly or severally, in the penal sum of One Thousand DOLLARS (\$1,000) for the payment of which, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly, severally and firmly by these presents.

The condition of this obligation is such that,

WHEREAS, the said Nebraska Brewing Co., Inc has made application under the Nebraska Liquor Control Commission Act for the following license(s) check each that apply:

- Class L-Craft Brewery
- Class V-Manufacturer (beer, wine, spirits)
- Class W-Wholesale Beer
- Class X-Wholesale Liquor
- Class Y-Farm Winery
- Class Z-Micro Distillery

NOW, THEREFORE, upon application for such license and continuing after the issuance of the same to the said principal above named, if the said principal hereinabove named shall faithfully perform all the terms and conditions of said license(s), and shall promptly account for and pay to the proper authorities all lawful taxes, fees, assessments that have accrued during the term of said license or licenses, and all fines, penalties and costs which shall become due from or shall be levied, charges or adjudged against said principal on account of defaults occurring during the entire effective period of this bond, under the provisions of said Act by said Commission, or any court or other lawful authority; and shall truly and faithfully comply as such licensee with all of the provisions of said Act of the Legislature and all future Nebraska Liquor Control laws which may be enacted during the term of such license or licenses, and shall truly and faithfully comply with all lawful rules and regulations of said Commission, and said City (Village) during the term of said license or licenses, then this obligation shall be null and void.

OTHERWISE, to be and remain in full force and effect;

This Bond shall run concurrently with the term of said license or licenses granted to the principal, and shall remain in full force and effect for any renewal thereof, provided, however, that the penalty of the Bond may not be cumulative from year to year, and the total aggregate liability of the surety shall not exceed \$1,000 regardless of the number of claims made under this Bond and the number of years this Bond remain in effect.

The surety may cancel this Bond by providing 60 days prior written notice of such cancellation to the Nebraska Liquor Control Commission, but the surety providing such notice shall not be discharged from any liability already accrued under this Bond or which shall accrue under this Bond before expiration of said 60 day period. Upon cancellation of this Bond, the surety shall be relieved of liability accruing after the effective date of cancellation, and the rights of the principal under such license, as is supported by said Bond, shall be cancelled and terminated on the date specified, unless the principal provides a sufficient replacement Bond.

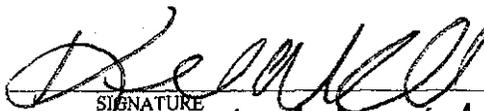
# Bond

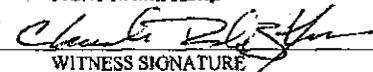
This Bond shall be effective during all proceedings involving the application for license under the Nebraska Liquor Control Act for Alcoholic Liquor and/or Beer license and upon issuance of said license this Bond shall continue until cancelled as set forth hereinabove.

This Bond has been given Bond number RLI 2129564

## PRINCIPAL

IN TESTIMONY, WHEREOF, said PRINCIPAL has hereunto subscribed his or their names or has caused this instrument to be signed by its duly authorized officer this date: 9/20/2013 A.D. 20 13

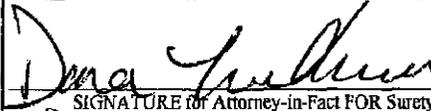
  
SIGNATURE  
Kimberley A. Kavulak  
PRINT NAME HERE

  
WITNESS SIGNATURE  
CHARLES P. DEZAFFRA  
PRINT NAME HERE



## SURETY COMPANY

IN TESTIMONY, WHEREOF, said SURETY has caused this instrument to be signed by its duly authorized office and its corporate seal to be hereunto affixed this date: 9/20 A.D. 20 13

  
SIGNATURE for Attorney-in-Fact FOR Surety Company  
Dana Luellman  
PRINT NAME HERE

Old Republic Surety Company  
SURETY COMPANY NAME  
P.O. Box 1635, Milwaukee, WI 53201-1635  
SURETY COMPANY MAILING ADDRESS  
515-221-1000  
SURETY COMPANY AREA CODE AND PHONE NUMBER  
402-592-4455  
INSURANCE PRODUCER'S AREA CODE AND PHONE NUMBER

## NOTICE

Bond will not be accepted unless properly signed by applicant, whose signature shall be witnessed. It is also necessary that all Bonds be signed by an official or agent of the Bonding Company who holds and unexpired power-of-attorney from the Bonding Company and unexpired Nebraska liquor license as insurance producer for said company. An additional requirement is attachment of the seal of the Bonding Company and, if applicant is a corporation, their seal should also be attached.

**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

JOSEPH G. WEBER, JOY R. NICKOLITE, LEO E. KOLLMAN, MICHAEL L. BOWMAN, PHILIP F. WINKELMANN, DANA M. LUELLEMAN, TIM MIERS, OF OMAHA, NE

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$20,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guaranties of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED AN AGGREGATE OF ONE MILLION DOLLARS(\$1,000,000) FOR ANY SINGLE OBLIGATION, REGARDLESS OF THE NUMBER OF INSTRUMENTS ISSUED FOR THE OBLIGATION.

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 24TH day of SEPTEMBER, 2013.

*Phyllis M. Johnson*  
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

*Alan Pavlic*  
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 24TH day of SEPTEMBER, 2013, personally came before me, Alan Pavlic and Phyllis M. Johnson, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say, that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



*Kathryn R. Pearson*  
Notary Public  
My commission expires: 9/28/2014

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

40-1635



Signed and sealed at the City of Brookfield, WI this 20th day of September 2013

*Janet E. Cleary*  
Assistant Secretary

OMAHA INSURANCE SERVICES INC.

#13

## BUSINESS PROPERTY LEASE

*Applicant*  
THIS LEASE is entered into this 12 day of July, 2013 between Brook Valley 14 Building, LLC, Landlord, and Nebraska Brewing Company, Inc., Tenant.

1. **PREMISES.** Subject to the terms and conditions of this Lease, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord that certain space containing approximately 24,090 square feet (Landlord to verify square footage using BOMA standards) of rentable floor area (the "Premises"), consisting of a portion of a building containing 44,000 square feet of rentable floor area (the "Building") located at: 6946-50 South 108<sup>th</sup> Street, La Vista, Nebraska (address), and legally described as: Lot 14, Brook Valley Business Park, City of LaVista, Sarpy County, Nebraska (the Real Estate), as shown on Exhibit "A-1" and "A-2". *Premises*

\* 2. **TERM.** This Lease shall be for a term of ten (10) years and four (4) months, beginning on the first (1<sup>st</sup>) day of July, 2013, and ending on the thirty-first (31<sup>st</sup>) day of October, 2023, unless terminated earlier as provided in this Lease.

If for any reason the Premises is delivered to Tenant on any date before or after the term commencement date, rental for the period between the date of possession and the term commencement date shall be adjusted on a pro rata basis. Such earlier or later taking of possession shall not change the termination date of this Lease. This Lease shall not be void or voidable in the event of a late delivery by Landlord, nor shall Landlord be liable to Tenant for any resulting loss or damage.

3. **USE OF PREMISES.** The Premises are leased to Tenant, and are to be used by Tenant, for the purposes of the production, packaging consumption, and the retail sale of beer to the general public. From time to time, brewery events or special public celebrations may be conducted by Tenant in the Premises and for no other purpose, without Landlord's prior written consent, which Landlord shall not unreasonably withhold, condition or delay. Tenant agrees to use the Premises in such a manner as to not unreasonably interfere with the rights of other tenants in the Real Estate, to comply with all applicable governmental laws, ordinances, and regulations in connection with its use of the Premises, including without limitation all environmental laws, to keep the Premises in a clean and sanitary condition, and to use all reasonable precaution to prevent waste, damage, or injury to the Premises. Normal brewery odors which will typically be in the form of cooked malted barley, hops, and the smells of finished beer will occur. Spent malted barley may emit odors as it is temporarily stored for disposal on the back dock. Tenant shall not use or occupy the Premises in any manner that would invalidate any policies of insurance on the Building or Real Estate.

4. **RENT.**

(a) **Base Rent.** The total Base Rent under this Lease is One Million One Hundred Seven Thousand Four Hundred Seventeen and 30/100 Dollars (\$1,107,417.30). Tenant agrees to pay rent to Landlord c/o Colliers International, 6464 Center Street, Suite 200, Omaha, Nebraska 68106 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 (1<sup>st</sup>) day of each month, as shown on Exhibit "B".

(b) **Operating Expenses.** Beginning July 1, 2013, in addition to the Base Rent, Tenant shall pay Landlord, as additional rent ("Additional Rent"), Tenant's pro rata share of operating expenses that Landlord shall incur, pay, or become obligated to pay in any calendar year in connection with the ownership, operation, maintenance, repair, replacement (other than replacements which are capital in nature), and security of the common areas of the Building and the Real Estate upon which the Building is located and all related improvements and appurtenances thereto which are provided by Landlord for the non-exclusive use by Tenant and Tenant's employees, agents, customers and invitees (the "Common Area"). For the

purposes of this Lease, the term "Operating Expenses" shall mean all costs, expenses and disbursements of maintaining and operating the Common Areas, including but not limited to all real estate taxes that would first become delinquent in the event of non-payment during the term of this Lease, installments of assessments levied upon the Real Estate that are payable during the term of the Lease (current assessments to be identified prior to execution of the lease), personal property taxes on fixtures, and personal property used by Landlord at the Real Estate, all insurance costs, all costs of labor, material and supplies for maintenance, repair, replacement, and operation of the Common Area, including but not limited to line painting, lighting, snow removal, landscaping, cleaning, utilities, janitorial services, repair and replacement, and reasonable management costs, including salaries for property managers. "Operating Expenses" shall not include: the cost of capital improvements; expenses for repairs, replacements, and general maintenance which is caused by fire, windstorm, casualty or any other insurable occurrence; alterations attributable solely to any tenants or prospective tenants of the Building other than Tenant; principal and interest payments; depreciation of the Building or Real Estate improvements or its contents or components; accounting and legal fees relating to the ownership, construction, leasing or sale of the Building, or Real Estate; all expenses directly resulting from the negligence or willful misconduct of the Landlord, its agents, servants or other employees; all bad debt loss, or rent loss; expenses incurred in leasing or obtaining new tenants or retaining existing tenants, including leasing commissions, legal expenses, or advertising.

"Tenant's Pro Rata Share" shall mean the percentage determined by dividing the square feet of the Premises as shown in Paragraph 1, by the square feet of total area of the Real Estate, as defined by the American National Standard published by the Building Owners and Managers Association (BOMA) which at the date hereof is agreed to be 44,000 square feet. Tenant's pro rata share upon lease execution is 54.75% (to be verified by Landlord from #1).

Landlord, at its option, may collect Tenant's Pro Rata Share of the Operating Expenses in estimated payments in advance as determined herein. If Landlord elects to collect estimated payments, then Tenant's Pro Rata Share of the Operating Expenses shall be determined on an annual basis for each calendar year ending on December 31 and shall be pro rated for the number of months Tenant occupied the Premises if Tenant did not occupy the Premises the full year. At this time, Tenant shall pay Three Thousand Six Hundred Seventy-Three and 73/100 Dollars (\$3,673.73) per month, on the first of each month in advance with rent for Tenant's estimated Pro Rata Share of the Operating Expenses. Landlord may change this amount at any time upon written notice to Tenant. At the end of each year, an analysis of the total year's Operating Expenses shall be presented to Tenant and Tenant shall pay the amount, if any, by which the Tenant's pro rata share of the Operating Expenses for the year exceeded the amount of the estimated Operating Expenses paid by Tenant within thirty (30) days after Tenant's receipt of the statement or landlord shall promptly apply the excess of Tenant's payments over actual Operating Expenses as a credit against Tenant's other obligations under the lease. In the event this Lease terminates at any time other than the last day of the year, the excess Operating Expenses shall be determined as of the date of termination. If Tenant's payments of estimated Operating Expenses exceed the amount due Landlord for that calendar year, Landlord shall, at its option, provided Tenant is not then in default under this Lease, apply the excess as a credit against Tenant's other obligations under this Lease or promptly refund such excess to Tenant if the term of this Lease has already expired, in either case without interest to Tenant.

(c) **Tenant's Audit Rights.** Tenant shall have the right to audit, the books and records of Landlord with respect to any cost or item which is passed through to Tenant within a period of one (1) year following the end of any calendar year, upon ten (10) days advance, written notice by Tenant to Landlord. Landlord shall cooperate with Tenant in providing Tenant reasonable access to its books and records during normal business hours for this purpose. If the results of the audit show an overcharge to Tenant of more than three percent (3%) of the actual amount owed by Tenant, then Landlord shall pay the reasonable costs of such audit, and Landlord shall credit or refund to Tenant any overcharge of such items as discovered by

the audit within thirty (30) days of completion of such audit. In the event such audit discloses an overage of less than three percent (3%), Landlord shall credit Tenant the amount of such overage and all audit costs shall be paid by Tenant. If such audit discloses an undercharge of such items as billed to Tenant, Tenant shall pay Landlord the amount of such undercharge within thirty (30) days of completion of such audit, and Tenant shall be responsible for all audit costs.

(d) **Payment of Rent.** Tenant agrees to pay the Base Rent as and when due, together with Tenant's share of the Operating Expenses and all other amounts required to be paid by Tenant under this Lease. In the event of nonpayment of any amounts due under this Lease, whether or not designated as rent, Landlord shall have all the rights and remedies provided in this Lease or by law for failure to pay rent.

(e) **Late Charge.** If the Tenant fails to pay the Base Rent together with the Tenant's share of the Operating Expenses and all other amounts required to be paid by Tenant under this Lease, on or before the fifth (5<sup>th</sup>) day after such payments are due, Tenant agrees to pay Landlord a late charge of ten percent (10%) of all amount required to be paid.

(f) **Security Deposit.** As partial consideration for the execution of this Lease, the Tenant has delivered to Landlord for Landlord's use and possession the sum of Ten Thousand Two Hundred Seventy-Nine and 08/100 Dollars (\$10,279.08) as a Security Deposit. The Security Deposit will be returned to Tenant at the expiration of this Lease if Tenant has fully complied with all covenants and conditions of this Lease. If the Tenant has been current for 5 years and not in default the Landlord will refund the Security Deposit to the tenant within thirty (30) days after the end of the fifth year of the Lease.

5. **SERVICES.** Landlord shall furnish no services to the Premises. Tenant shall pay, directly to the service provider, when due, all water, gas, electricity, sewer use fees, incurred at or chargeable to the Premises. Tenant will provide for their own water. Tenant shall hold Landlord and the Premises harmless from all liens, charges, and costs with respect to such items. Tenant agrees that it will not install any equipment that would exceed or overload the capacity of any utility facilities serving the Premises and that if any equipment installed by Tenant requires additional facilities, such additional facilities shall be installed at Tenant's expense in accordance with plans and specifications approved in writing in advance by Landlord. Except for the gross negligence or intentional acts of Landlord or its agents, Landlord shall not be liable for any interruption in the supply of any utilities, and Landlord does not guarantee the availability of any utilities.

6. **ASSIGNMENT OR SUBLEASE.** Except for assignments by Tenant to a wholly owned subsidiary or Affiliated Company, Tenant shall not assign this Lease or sublet the whole or any part of the Premises, transfer this Lease by operation of law or otherwise, or permit any other person except agents and employees of Tenant to occupy the Premises, or any part thereof, without the prior written consent of Landlord. Landlord may consider any factor it deems relevant in determining whether to withhold consent including, but not limited to, the following: (a) financial responsibility of the new tenant, (b) identity and business character of the new tenant, (c) nature and legality of the proposed use of the Premises. Landlord shall have the right to assign its interest under this Lease or the rent hereunder.

7. **TENANT'S IMPROVEMENTS AND LANDLORDS WORK.** Tenant shall have the right to place partitions and fixtures and make improvements or other alterations in the interior of the Premises at its own expense. Tenant has provided to Landlord plans and specifications for Tenant's improvements which are set forth in Exhibit "D" attached hereto, which are hereby approved by Landlord. Tenant will have all insurance required under this lease to be in place prior to the commencement of any construction or alterations. Tenant will not allow any construction liens to be placed on the property. Upon termination of this Lease, such improvements, additions, or alterations installed or made by Tenant, except Tenant's trade fixtures, shall become part of the Premises and the property of the Landlord. Tenant may remove its trade fixtures at the termination of this Lease provided Tenant is not then in default and provided further that Tenant repairs any damage caused by such removal. Landlord shall have HVAC inspection and

any repairs made by Landlord prior to occupation. Also, Landlord shall have all bay lighting fixtures delivered in working order and will demolish and reconstruct a demising wall in the location agreed to by Landlord and Tenant. Landlord at Landlord's expense will replace cracked and broken concrete on the exterior dock and in the warehouse. Said replacements will take place during the installation and construction of the tenants improvements. The area to be replaced is approximately 3,185 sq. ft. and the Landlord's maximum expense for concrete repairs will be \$17,500. Landlord shall provide all garage doors with new bottom seals installed and in general satisfactory operation condition. Landlord will also make necessary repairs to the covered dock at Landlord's expense.

Landlord approves the installation of footings and installation of a malt silo on the Building. The location of a glycol chiller, CO2 storage equipment, and spent grain shall be approved by Landlord prior to installation. See Exhibit "D". Landlord approves installation of bicycle racks in the front parking area, location to be determined.

8. **REPAIRS.** Landlord shall maintain the foundations, exterior walls (except store fronts, plate glass doors and other breakable materials used in structural portions) and provide for roof replacement, but not repairs, of the Building and, if necessary or required by the proper governmental authorities, make modifications or replacements thereof.

Tenant agrees that it will make, at its own cost and expense, all maintenance, repairs and replacements (not considered to be capital improvements) to the Premises not required to be made by Landlord, including, but not limited to, all interior and exterior doors, door frames, windows, plate glass, and the heating, air conditioning, plumbing and electrical systems servicing the Premises. Tenant agrees to do all redecorating, remodeling, alterations, and painting required by it during the term of the Lease at its own cost and expense, to pay for any repairs to the Premises, the Building, or the Real Estate made necessary by any negligence or carelessness of Tenant or any of its agents or employees or persons permitted on the Real Estate by Tenant, and to maintain the Premises in a safe, clean, neat, and sanitary condition, reasonable wear and tear expected. Tenant shall be entitled to no compensation for inconvenience, injury, or loss of business arising from the making of any repairs by Landlord, Tenant, or other tenants to the Premises or the Real Estate; provided the Landlord shall make reasonable efforts to avoid disruptions to Tenant's business while making such repairs.

9. **CONDITION OF PREMISES.** Except as provided herein, Tenant agrees that no promises, representations, statements, or warranties have been made on behalf of Landlord to Tenant respecting the condition of the Premises, or the manner of operating the Real Estate, or the making of any repairs to the Premises. By taking possession of the Premises, Tenant acknowledges that the Premises were in good and satisfactory condition when possession was taken. Tenant shall, at the termination of this Lease, by lapse of time or otherwise, remove all of Tenant's property and surrender the Premises to Landlord, normal wear excepted.

Landlord represents and warrants that the heating, air conditioning, plumbing, sprinkler, fire monitoring and electrical systems are in good operating condition.

10. **PERSONAL PROPERTY AT RISK OF TENANT.** All personal property in the Premises shall be at the risk of Tenant only. Except for Landlord's negligent acts or willful misconduct, Landlord shall not be liable for any damage to any property of Tenant or its agents or employees in the Premises caused by any reason whatsoever, including, without limitation, fire, theft, steam, electricity, sewage, gas or odors, or from water, rain, or snow which may leak into, issue or flow into the Premises from any part of the Real Estate, or from any other place, or for any damage done to Tenant's property in moving same to or from the Real Estate or the Premises. Tenant shall give Landlord, or its agents, prompt written notice of any damage to or defects in water pipes, gas or warming or cooling apparatus in the Premises.

11. **LANDLORD'S RESERVED RIGHTS.** Without notice to Tenant, without liability to Tenant for damage or injury to property, person, or business, and without effecting an eviction of Tenant or a disturbance of

Tenant's use or possession or giving rise to any claim for set off or abatement of rent, Landlord shall have the right to:

- (a) Change the name or street address of the Real Estate.
- (b) Install and maintain signs on the Real Estate.
- (c) Have access to all mail chutes according to the rules of the United States Post Office Department.
- (d) At reasonable times, to decorate, and to make, at its own expense, repairs, alterations, additions, and improvements, structural or otherwise, in or to the Premises, the Building, or the Real Estate, or part thereof, and any adjacent Real Estate, land, street, or alley, and during such operations to take into and through the Premises, the Building, or any part of the Real Estate all materials required, and to temporarily close or suspend operation of entrances, doors, corridors, elevators, or other facilities to do so; Provided that no such actions by Landlord shall unreasonably interfere without access to or visibility of the Premises.
- (e) Possess passkeys to the Premises.
- (f) Show the Premises to prospective tenants at reasonable times.
- (g) Take any and all reasonable measures, including inspections or the making of repairs, alterations, and additions and improvements to the Premises or to the Real Estate, which Landlord deems necessary or desirable for the safety, protection, operation, or preservation of the Premises or the Real Estate.
- (h) Approve all sources furnishing signs, painting, and/or lettering to the Premises, and approve all signs on the Premises prior to installation thereof which approvals Landlord shall not unreasonably withhold, condition or delay.
- (i) Establish reasonable rules and regulations for the safety, care, order, operation, appearance, and cleanliness of the Building, Real Estate and Common Areas and to make modifications thereto so long as the rules and regulations are not inconsistent or conflict with Tenant's use of the Premises.

12. **INSURANCE.** Landlord shall have the right to charge Tenant as additional rent for increased insurance premiums required on the Building or Real Estate because of Tenant's use of the Premises. Landlord shall provide Tenant copies of all premium notices increasing the insurance premiums. Each party hereby waives all claims for recovery from the other for any loss or damage to any of its property insured under valid and collectible insurance policies to the extent of any recovery collectible under such policies; provided that this waiver shall apply only when permitted by the applicable policy of insurance.

13. **INDEMNITY.** Subject to the waiver of subrogation provision in Section 12, Tenant shall indemnify, hold harmless, and defend Landlord from and against, and Landlord shall not be liable to Tenant on account of, any and all costs, expenses, liabilities, losses, damages, suits, actions, fines, penalties, demands, or claims of any kind asserted by or on behalf of any person, entity, or governmental authority arising out of or in any way connected with either (a) a failure by Tenant to perform any of the agreements, terms, or conditions of this Lease required to be performed by Tenant; (b) a failure by Tenant to comply with any laws, statutes, ordinances, regulations, or orders of any governmental authority; or (c) any accident, death, or personal injury, or damage to, or loss or theft of property which shall occur on or about the Premises, or the Real Estate, except as the same may be the result of the negligence or willful acts of Landlord, its employees, or agents.

Subject to the waiver of subrogation provision, Landlord shall indemnify, hold harmless, and defend Tenant from and against, and Tenant shall not be liable to Landlord on account of, any and all costs, expenses, liabilities, losses, damages, suits, actions, fines, penalties, demands, or claims of any kind asserted by or on behalf of any person, entity, or governmental authority to the extent arising out of or in any way connected with either (a) a failure by Landlord to perform any of the agreements, terms, or conditions of this Lease required to be performed by Landlord; (b) a failure by Landlord to comply with any laws, statutes, ordinances, regulations, or orders of any governmental authority; (c) any accident, death, or personal injury, or damage to, or loss or theft of property which shall occur on or about the Premises, Building or the Real Estate, as the result of the negligence or willful acts of Landlord, its employees, or agents; or (d) Landlord's management, operation or use of the Building or Real Estate. The obligations under this section shall, notwithstanding any contrary provisions hereof, survive any termination or expiration of this Lease.

14. **LIABILITY INSURANCE.** Tenant agrees to procure and maintain continuously during the entire term of this Lease, a policy or policies of commercial general liability insurance from a company or companies acceptable to Landlord, at Tenant's own cost and expense, insuring Landlord and Tenant from all claims, demands or actions; such policy or policies shall in addition to insuring Tenant protect and name the Landlord and Landlord's managing agent as additional Insured and shall provide coverage in a combined single limit per occurrence of at least \$2,000,000.00 for claims, demands or actions for bodily injury, death or property damage made by or on behalf of any person or persons, firm or corporation arising from, related to, or connected with the conduct and operation of Tenant's business in the Premises, or arising out of and connected with the use and occupancy of the Real Estate by the Tenant. All such Insurance shall provide that Landlord shall be given a minimum of ten (10) days notice by the insurance company prior to cancellation, termination or change of such insurance. Tenant shall provide Landlord with copies of the policies or certificates evidencing that such insurance is in full force and effect and stating the term and provisions thereof. If Tenant fails to comply with such requirements for insurance, Landlord may, but shall not be obligated to, obtain such insurance and keep the same in effect, and Tenant agrees to pay Landlord, upon demand, the premium cost thereof.

Landlord agrees to procure and maintain continuously during the term of this Lease, Commercial General Liability Insurance covering the Common Areas with minimum limits of liability with respect to personal injury of One Million Dollars (\$1,000,000.00) for each occurrence, Two Million Dollars (\$2,000,000.00) aggregate, with contingent liability coverage in an amount not less than One Million Dollars (\$1,000,000.00) in favor of Landlord, any mortgagee of record and other appropriate parties designated by Landlord as their interests may appear. Such insurance shall be maintained with such companies and in such amounts as the Landlord may from time to time designate, all such companies to with an A.M. Best rating of A- (X) or higher. The cost of the insurance will be included as an Operating Expense.

15. **DAMAGE BY FIRE OR OTHER CASUALTY.** If, during the term of this Lease, the Premises shall be so damaged by fire or any other cause covered by insurance maintained by Landlord except Tenant's negligent or intentional act so as to render the Premises untenantable, the rent shall be abated while the Premises remain untenantable; and in the event of such damage, Landlord shall elect whether to repair the Premises or to cancel this Lease, and shall notify Tenant in writing of its election within sixty (60) days after such damage. In the event Landlord elects to repair the Premises, the work or repair shall begin promptly and shall be carried on without unnecessary delay; provided that Landlord's work shall not include the repair or restoration of any improvements installed or other work done by Tenant in or about the Premises. If Landlord repairs or restores the Premises or the Building, as the case may be, pursuant to this Section, then Tenant at its expense promptly shall repair, restore, or replace all of its leasehold improvements and betterments, trade fixtures, and personal property damaged or destroyed by such fire or other casualty. In the event Landlord elects not to repair the Premises, the Lease shall be deemed canceled as of the date of the damage. Such damage shall not extend the Lease term. If Tenant determines in its reasonably judgment that Landlord will not be able to complete repairs to the Premises within six (6) months following a fire or

other casualty. Tenant may terminate this Lease by notifying Landlord in writing within thirty (30) days after such fire or other casualty.

16. **CONDEMNATION.** If the whole or any part of the Premises shall be taken by public authority under the power of eminent domain, then the term of this Lease shall cease on that portion of the Premises so taken, from the date of possession, and the rent shall be paid to that date, with a proportionate refund by Landlord to Tenant of such rent as may have been paid by Tenant in advance. If the portion of the Premises taken is such that it prevents the practical use of the Premises for Tenant's purposes, then Tenant shall have the right either (a) to terminate this Lease by giving written notice of such termination to Landlord not later than thirty (30) days after the taking, or (b) to continue in possession of the remainder of the Premises, except that the rent shall be reduced in proportion to the area of the Premises taken. In the event of any taking or condemnation of the Premises, in whole or in part, the entire resulting award of damages shall be the exclusive property of Landlord, including all damages awarded as compensation for diminution in value to the leasehold, without any deduction for the value of any unexpired term of this Lease, or for any other estate or interest in the Premises now or hereafter vested in Tenant; provided that Tenant shall not be precluded from filing its own claim for damages following a taking described in this section if the amount to be paid under such claim does not reduce the amount available to Landlord.

17. **DEFAULT OR BREACH.** Each of the following events shall constitute a default or a breach of this Lease by Tenant:

(a) If Tenant fails to pay Landlord any rent or other payments when due hereunder; and fails to cure such default within ten (10) days after receipt of written notice from Landlord;

(b) If Tenant vacates or abandons the Premises;

(c) If Tenant files a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, or voluntarily takes advantage of any such act by answer or otherwise, or makes an assignment for the benefit of creditors; provided that the taking of any of the actions described in this Section 17(c) shall not constitute a default or breach so long as Tenant has not committed any other uncured breach or default under this Lease:

(d) If involuntary proceedings under any bankruptcy or insolvency act shall be instituted against Tenant, or if a receiver or trustee shall be appointed of all or substantially all of the property of Tenant, and such proceedings shall not be dismissed or the receivership or trusteeship vacated within thirty (30) days after the institution or appointment; or

(e) If Tenant fails to perform or comply with any other term or condition of this Lease, or any of the rules and regulations established by Landlord, and if such nonperformance shall continue for a period of thirty (30) days after written notice thereof by Landlord to Tenant, time being of the essence.

18. **EFFECT OF DEFAULT.** In the event of any default or breach hereunder, in addition to any other right or remedy available to Landlord, either at law or in equity, Landlord may exert any one or more of the following rights:

(a) Landlord may re-enter the Premises immediately and remove the property and personnel of Tenant, and shall have the right, but not the obligation, to store such property in a public warehouse or at a place selected by Landlord, at the risk and expense of Tenant.

(b) Landlord may retake the Premises and may terminate this Lease by giving written notice of termination to Tenant. Without such notice, Landlord's retaking will not terminate the Lease. On termination, Landlord may recover from Tenant all damages proximately resulting from the breach, including the cost of recovering the Premises and the difference between the rent due for the balance of the Lease term as though the

Lease had not been terminated and the fair market rental value of the Premises for the balance of the Lease term as though the Lease had not been terminated which sum shall be immediately due Landlord from Tenant.

(c) Landlord may relet the Premises or any part thereof for any term without terminating this Lease, at such rent and on such terms as it may, choose. Landlord may make alterations and repairs to the Premises. In addition to Tenant's liability to Landlord for breach of this Lease, Tenant shall be liable for all expenses of the reletting, for any alterations and repairs made, and for the rent due for the balance of the Lease term, which sum shall be immediately due Landlord from Tenant. The amount due Landlord will be reduced by the net rent received by Landlord during the remaining term of this Lease from reletting the Premises or any part thereof. If during the remaining term of this Lease Landlord receives more than the amount due Landlord under this sub-paragraph, the Landlord shall pay such excess to Tenant.

19. **SURRENDER - HOLDING OVER.** Tenant shall, upon termination of this Lease, whether by lapse of time or otherwise, peaceably and promptly surrender the Premises to Landlord. If Tenant remains in possession after the termination of this Lease, without a written lease duly executed by the parties, Tenant shall be deemed a trespasser. If Tenant pays, and Landlord accepts, rent for a period after termination of this Lease, Tenant shall be deemed to be occupying the Premises only as a tenant from month to month, subject to all the terms, conditions, and agreements of this Lease, except that the rent shall be one hundred fifty percent (150%) times the monthly rent specified in the lease immediately before termination.

20. **SUBORDINATION AND ATTORNMENT.** Landlord reserves the right to place liens and encumbrances on the Premises superior in lien and effect to this Lease. This Lease, and all rights of Tenant hereunder, shall, at the option of Landlord, be subject and subordinate to any liens and encumbrances now or hereafter imposed by Landlord upon the Premises or the Real Estate or any part thereof, and Tenant agrees to execute, acknowledge, and deliver to Landlord, upon request, any and all instruments that may be necessary or proper to subordinate this Lease and all rights herein to any such lien or encumbrance as may be required by Landlord.

In the event any proceedings are brought for the foreclosure of any mortgage on the Premises, Tenant will attorn to the purchaser at the foreclosure sale and recognize such purchaser as the Landlord under this Lease. The purchaser, by virtue of such foreclosure, shall be deemed to have assumed, as substitute Landlord, the terms and conditions of this Lease until the resale or other disposition of its interest. Such assumption, however, shall not be deemed an acknowledgment by the purchaser of the validity of any then existing claims of Tenant against the prior Landlord.

Tenant agrees to execute and deliver such further assurances and other documents, including a new lease upon the same terms and conditions contained herein, confirming the foregoing, as such purchaser may reasonably request. Tenant waives any right of election to terminate this Lease because of any such foreclosure proceedings. Any documents, including a new lease, to be signed by Tenant under this Section 20 will contain language reasonably satisfactory to Tenant providing that any lender, new owner or other party that succeeds to Landlord's interest under this Lease will not disturb Tenant's use and occupancy of the Premises under this Lease so long as Tenant has not committed an uncured default under this Lease or any new lease.

21. **NOTICES.** Any notice or demands given hereunder shall be in writing and personally delivered or sent by first class mail postage prepaid to Landlord c/o Colliers International, 6464 Center Street, Suite 200, Omaha, Nebraska 68106 and also to Tenant at 6646-50 South 108<sup>th</sup> Street, La Vista, Nebraska 68128 AND 7474 Lake Towne Center Parkway, Suite 101, Papillion, Nebraska 68046, or at such other address as either party may from time to time designate in writing. Each such notice shall be deemed to have been given at the time it shall be personally delivered to such address or deposited in the United States mail in the manner prescribed herein.

22. **COMPLIANCE WITH ADA.** Tenant shall be responsible for all costs of complying with the Americans with Disabilities Act (ADA) and all similar laws and regulations within the Premises, including the removal of barriers which do not necessitate the removal or modification of load-bearing walls. Landlord shall be responsible for all costs of complying with the Americans with Disabilities Act (ADA) and all similar laws and regulations outside of the Premises and the Common Areas.

23. **SUBSTITUTION OF OTHER PREMISES.** Intentionally Deleted.

24. **COVENANT OF QUIET ENJOYMENT.** Landlord covenants and agrees that at all times when Tenant is not in default under the terms of this Lease, Tenant's quiet and peaceful enjoyment of the Premises shall not be disturbed or interfered with by Landlord or by any person claiming by, through or under Landlord.

25. **MISCELLANEOUS.**

(a) **Binding on Assigns.** All terms, conditions, and agreements of this Lease shall be binding upon, apply, and inure to the benefit of the parties hereto and their respective heirs, representatives, successors, and permitted assigns.

(b) **Amendment in Writing.** This Lease contains the entire agreement between the parties and may be amended only by subsequent written agreement.

(c) **Waiver - None.** The failure of Landlord to insist upon strict performance of any of the terms, conditions and agreements of this Lease shall not be deemed a waiver of any of its rights or remedies hereunder and shall not be deemed a waiver of any subsequent breach or default of any of such terms, conditions, and agreements. The doing of anything by Landlord which Landlord is not obligated to do hereunder shall not impose any future obligation on Landlord nor otherwise amend any provisions of this Lease.

(d) **No Surrender.** No surrender of the Premises by Tenant shall be affected by Landlord's acceptance of the keys to the Premises or of the rent due hereunder, or by any other means whatsoever, without Landlord's written acknowledgment that such acceptance constitutes a surrender.

(e) **Captions.** The captions of the various paragraphs in this Lease are for convenience only and do not define, limit, describe, or construe the contents of such paragraphs.

(f) **Applicable Law.** This Lease shall be governed by and construed in accordance with the laws of the State of Nebraska.

(g) **Partial Invalidity.** If any provision of this Lease is invalid or unenforceable to any extent, then that provision and the remainder of this Lease shall continue in effect and be enforceable to the fullest extent permitted by law.

(h) **Zoning Special Use Changes.** Should for any reason, Tenant be denied any zoning or special use permits that would prohibit Tenant from operating a brewery at this location within sixty (60) days after the date hereof, Tenant may terminate this Lease by written notice to Landlord.

(i) **Right of Access.** Upon prior reasonable notice and at times reasonably acceptable to Tenant, Landlord and its agents and representatives shall have reasonable access to the Premises for the purpose of ascertaining the nature of the activities being conducted thereon and to determine the type, kind

and quantity of all products, materials and substances brought on to the Premises or made or produced thereon.

26. **BROKERS.** The brokers involved in this transaction are:

Agent for Landlord: Clint Seemann and Lee Ehlers of Investors Realty, Inc.

Agent for Tenant: Walt Pepper and Don Groesser of P.J. Morgan Company.

Landlord and Tenant acknowledge that Investors Realty, Inc. is being paid a six percent (6%) fee on the entire term of this Lease by Landlord and this fee will be shared by the Brokers based on their separate agreement.

27. **ENVIRONMENTAL REPRESENTATIONS AND COVENANTS; INDEMNITY.** Tenant agrees that it shall not at any time use the Premises in whole or in part to generate, refine, produce, store, handle, transfer, process, discharge, release or dispose of or transport any of the following in any manner which could result in contamination of the Premises or could result in any violation of or assessment of costs or liability under any Environmental Regulation: hazardous substances, pollutant or contaminant, hazardous waste, toxic chemical, hazardous chemical, hazardous material as those terms are defined herein and in the Federal Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C.A. § 9601 [14] and [33]), any so-called "Superfund" or "Superlien" law, or other applicable federal, state, or local statute, ordinance, rule or regulation, nor shall Tenant permit any release or threatened release of any Hazardous Substance on the Premises, nor shall Tenant install or permit the installation of any underground storage tanks in or about the Premises. As used herein the term "Hazardous Substance", shall mean urea formaldehyde, polychlorinated biphenyls, asbestos, asbestos-containing materials, radioactive materials or wastes, petroleum products, or any waste material or other substance which would subject the owner of the Premises to any response costs, damages, penalties, or liabilities under any applicable Environmental Regulations. The term "Environmental Regulations" as used herein means any federal, state, or local laws, statutes, codes, ordinances, regulations, requirements or rules relating to any environmental matters, including the removal, handling, and disposal of hazardous or toxic waste materials or substances. Tenant shall notify Landlord immediately upon receipt from any governmental entity or agency of any violation or alleged violation of any Environmental Regulation. Tenant covenants that it will not violate or permit the violation of any Environmental Regulation during the term of this Lease or any extension thereof.

Tenant hereby agrees to indemnify and hold Landlord fully and completely harmless from any and all costs, loss, liability, claims, expenses, fees (including reasonable attorneys' and consultants' fees), penalties, fines, assertions and judgments asserted against or incurred by Landlord arising from or in connection with any breach by Tenant of the terms of this paragraph.

28. **OTHER PROVISIONS.**

(a) **Tenant Loan.** Landlord has agreed to provide Tenant with a Tenant Loan of One Hundred Ninety-Two Thousand Seven Hundred Twenty and no/100 Dollars (\$192,720.00), which shall be disbursed as follows: (1) Twenty-Four Thousand Ninety and no/100 Dollars (\$24,090.00) within two (2) weeks of Lease execution, (2) Eighty-Four Thousand Three Hundred Fifteen and no/100 Dollars (\$84,315.00) on August 15, 2013, and (3) Eighty-Four Thousand Three Hundred Fifteen and no/100 Dollars (\$84,315.00) conditioned upon the receipt of Landlord of (i) copy of Certificate of Occupancy, (ii) first month's Rent and first month's Pro Rata Share of Operating Expense, (iii) copy of the Certificate of Occupancy; and (iv) Certificate of Insurance naming Landlord as an additional party insured. All work to be completed by licensed contractors. Reimbursement of a portion of the Tenant Loan by Tenant to Landlord for One Hundred Sixty-Eight Thousand Six Hundred Thirty and no/100 Dollars (\$168,630.00) plus interest

shall be paid as shown on the Promissory Note attached as Exhibit "E" attached hereto which shall be executed by Tenant and Guarantors at the time of execution of this Lease.

(b) **Option to Renew Lease.** If this Lease shall be in full force and effect on the date for the expiration of the term hereof, and the Tenant is presently not in default under the terms of this Lease, the Tenant shall have the right, at his option, to extend this lease for an two (2) additional terms of five (5) years, upon the same terms and conditions contained in this lease except that the minimum annual rent during said extended term shall be at current fair market rates to be determined at the time Tenant notifies Landlord of its intent to exercise its option to renew. To exercise such option, the Tenant shall notify the Landlord in writing, at least six (6) months prior to the expiration of such term, of the Tenant's intention to extend such term.

Any additional provisions of this Lease shall be in writing and attached as an addendum hereto.

Until this Lease is executed on behalf of all parties hereto, it shall be construed as an offer to lease by Tenant to Landlord.

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

**LANDLORD**  
Brook Valley 14 Building, LLC

BY: [Signature]  
PRINT NAME: [Signature]  
ITS: [Signature]

**TENANT**  
Nebraska Brewing Company, Inc.

BY: [Signature]  
PRINT NAME: Paul H. Karulak  
ITS: President

**PERSONAL GUARANTY**

To induce Brook Valley 14 Building, LLC, a Nebraska limited liability company, its successors and assigns, Landlord, to enter into the Lease dated August 15, 2013 (herein the "Lease") with Nebraska Brewing Company, Inc., as Tenant, concerning the Premises described as 6946-50 South 108<sup>th</sup> Street, La Vista, Nebraska, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Paul and Kim Kavulak ("Guarantors") hereby unconditionally guarantee to Landlord: (i) prompt and full payment of all Minimum Rent and other payments due from the Tenant under the Lease; and (ii) prompt and complete performance of all of the other terms, conditions and covenants of the Tenant under the Lease.

The Guarantors intends and agrees that this Guaranty shall remain effective until full and complete payment and performance of all of Tenant's obligations under the Lease, including any modifications or extensions thereof, notwithstanding any act or occurrence which might otherwise act to reduce or discharge the Guarantors. In this regard, the Guarantors acknowledge and agree that the liability of the Guarantors under this Guaranty shall continue notwithstanding any assignment, extension, amendment or modification of, or any forbearance under the Lease; and the Guarantors waives notice of any such assignment, extension, amendment, modification or forbearance. This Guaranty is an absolute and unconditional guaranty of payment and performance. It shall be enforceable against Guarantors, their heirs, personal representatives, successors, and assigns, without the necessity for any suit or proceedings by Landlord against Tenant, or its successors and assigns, and without the necessity of any notice of non-payment or non-observance or any notice of acceptance of this Guaranty or any other notice or demand to which Guarantors might otherwise be entitled, all of which Guarantors hereby expressly waives. Guarantors agree that the validity of the Guaranty and the obligations of Guarantors shall in no way be terminated, affected, or impaired by reason of the assertion or the failure of delay to assert by Landlord against Tenant, or Tenant's successors and assigns, any of the rights or remedies reserved to Landlord pursuant to the provisions of the Lease.

Guarantor's obligations and liabilities under this Guaranty are absolute, independent of and regardless of any defenses, counterclaims, set-offs, cross-claims, or other claims that Guarantors may now have or at any time hereafter have against Tenant or Landlord or any other person, firm, or corporation for any reason whatsoever. Guarantors further agrees that any such defenses, counterclaims, set-offs, cross-claims, or other claims that Guarantors may have now, or at any time hereafter have, shall not be enforceable in any independent action that would interfere with or in any way reduce the obligations owed by Guarantors under this Guaranty.

This Guaranty shall be binding upon the heirs, successors and personal representatives of the Guarantors and shall be construed according to Nebraska law. If more than one person or entity executes this Guaranty as Guarantor, the liability and obligation of each shall be joint and several.

Without regard to any contrary provision in this Guaranty, this Guaranty will terminate in its entirety on the third anniversary of the commencement of this Lease if (a) Tenant has committed no defaults un this lease, and (b) Tenant has a net worth of a least \$2,500,000 as of the date of the most recent financial statements of Tenant prepared with the assistance of an external accountant.

Dated this 12 day of July, 2013.

GUARANTOR:

By: 

Print Name: Paul Kavulak

Home Address

Street: 8711 Raven Drive

City, State, Zip Louisville NE 68037

GUARANTOR:

By: 

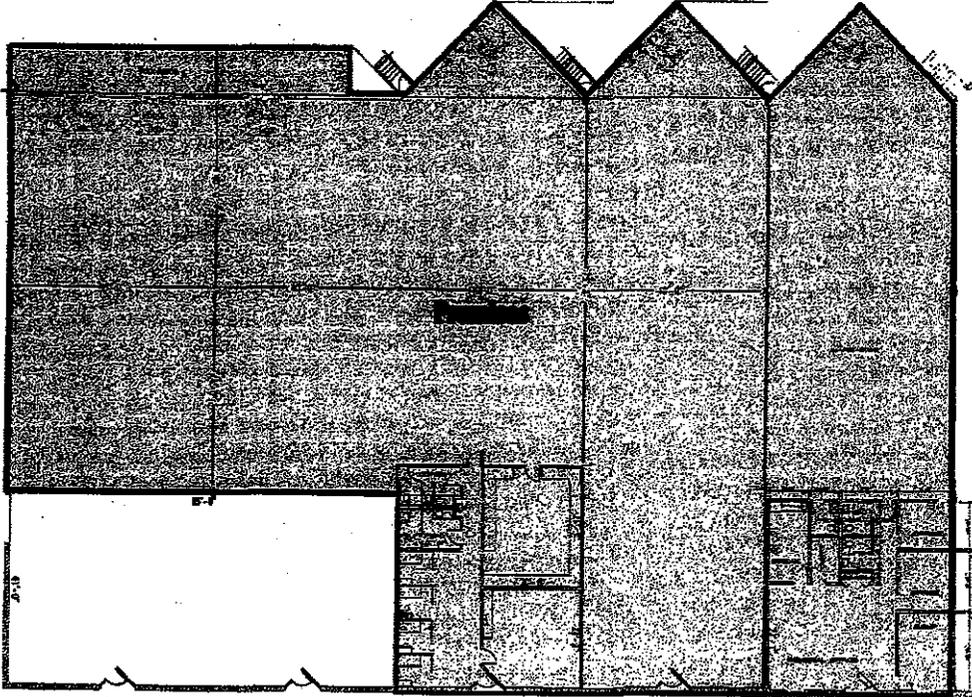
Print Name: Kim Kavulak

Home Address

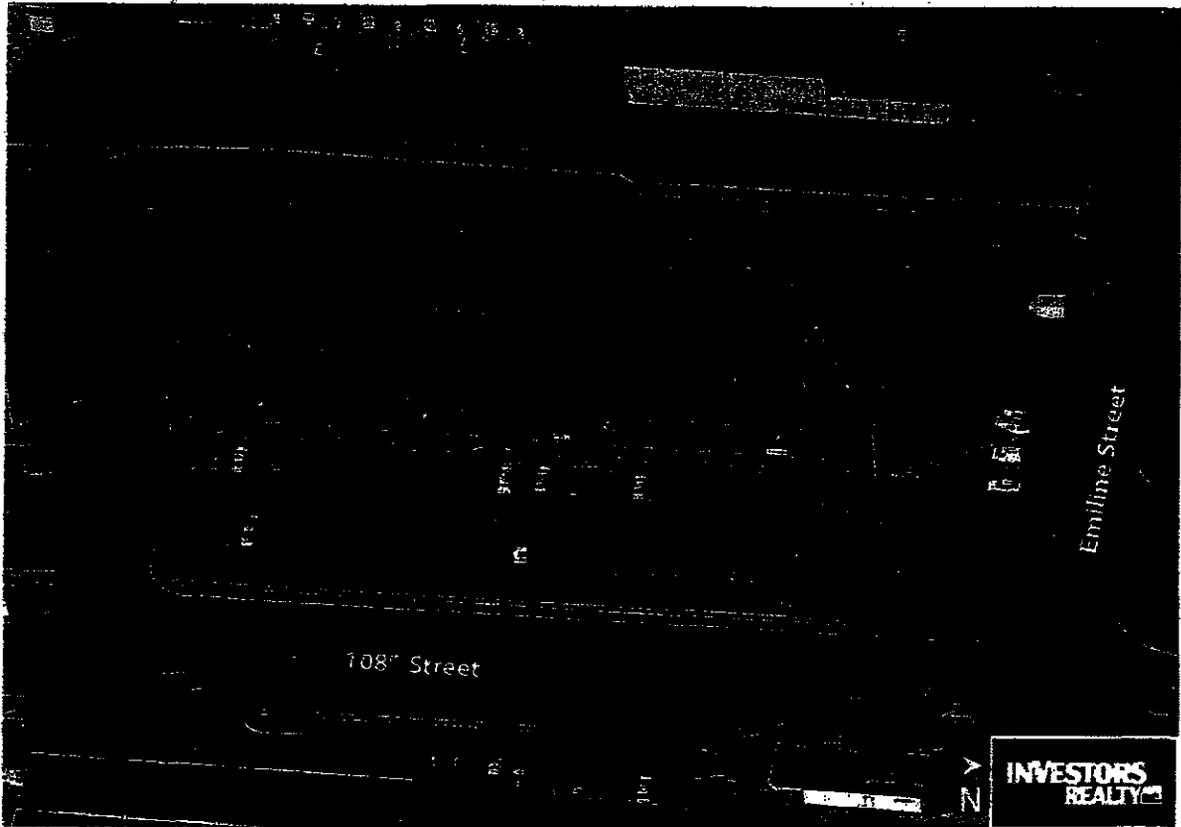
Street: 8711 Raven Drive

City, State, Zip Louisville NE 68037

**Exhibit "A-1"**  
**Premises**



**Exhibit "A-2"**  
**Premises**



**Exhibit "B"**  
**Page 1 of 3**

<b>Beginning</b>	<b>Ending</b>	<b>Per Square Foot</b>	<b>Base Rent</b>
August 1, 2013	August 31, 2013	\$ -	\$ -
September 1, 2013	September 30, 2013	\$ -	\$ -
October 1, 2013	October 31, 2013	\$ -	\$ -
November 1, 2013	November 30, 2013	\$ -	\$ -
December 1, 2013	December 31, 2013	\$ 4.10	\$ 8,230.75
January 1, 2014	January 31, 2014	\$ 4.10	\$ 8,230.75
February 1, 2014	February 28, 2014	\$ 4.10	\$ 8,230.75
March 1, 2014	March 31, 2014	\$ 4.10	\$ 8,230.75
April 1, 2014	April 30, 2014	\$ 4.10	\$ 8,230.75
May 1, 2014	May 31, 2014	\$ 4.10	\$ 8,230.75
June 1, 2014	June 30, 2014	\$ 4.10	\$ 8,230.75
July 1, 2014	July 31, 2014	\$ 4.10	\$ 8,230.75
August 1, 2014	August 31, 2014	\$ 4.10	\$ 8,230.75
September 1, 2014	September 30, 2014	\$ 4.10	\$ 8,230.75
October 1, 2014	October 31, 2014	\$ 4.10	\$ 8,230.75
November 1, 2014	November 30, 2014	\$ 4.10	\$ 8,230.75
December 1, 2014	December 31, 2014	\$ 4.20	\$ 8,431.50
January 1, 2015	January 31, 2015	\$ 4.20	\$ 8,431.50
February 1, 2015	February 28, 2015	\$ 4.20	\$ 8,431.50
March 1, 2015	March 31, 2015	\$ 4.20	\$ 8,431.50
April 1, 2015	April 30, 2015	\$ 4.20	\$ 8,431.50
May 1, 2015	May 31, 2015	\$ 4.20	\$ 8,431.50
June 1, 2015	June 30, 2015	\$ 4.20	\$ 8,431.50
July 1, 2015	July 31, 2015	\$ 4.20	\$ 8,431.50
August 1, 2015	August 31, 2015	\$ 4.20	\$ 8,431.50
September 1, 2015	September 30, 2015	\$ 4.20	\$ 8,431.50
October 1, 2015	October 31, 2015	\$ 4.20	\$ 8,431.50
November 1, 2015	November 30, 2015	\$ 4.20	\$ 8,431.50
December 1, 2015	December 31, 2015	\$ 4.31	\$ 8,652.33
January 1, 2016	January 31, 2016	\$ 4.31	\$ 8,652.33
February 1, 2016	February 29, 2016	\$ 4.31	\$ 8,652.33
March 1, 2016	March 31, 2016	\$ 4.31	\$ 8,652.33
April 1, 2016	April 30, 2016	\$ 4.31	\$ 8,652.33
May 1, 2016	May 31, 2016	\$ 4.31	\$ 8,652.33
June 1, 2016	June 30, 2016	\$ 4.31	\$ 8,652.33
July 1, 2016	July 31, 2016	\$ 4.31	\$ 8,652.33
August 1, 2016	August 31, 2016	\$ 4.31	\$ 8,652.33
September 1, 2016	September 30, 2016	\$ 4.31	\$ 8,652.33
October 1, 2016	October 31, 2016	\$ 4.31	\$ 8,652.33
November 1, 2016	November 30, 2016	\$ 4.31	\$ 8,652.33
December 1, 2016	December 31, 2016	\$ 4.42	\$ 8,873.15
January 1, 2017	January 31, 2017	\$ 4.42	\$ 8,873.15
February 1, 2017	February 28, 2017	\$ 4.42	\$ 8,873.15
March 1, 2017	March 31, 2017	\$ 4.42	\$ 8,873.15
April 1, 2017	April 30, 2017	\$ 4.42	\$ 8,873.15
May 1, 2017	May 31, 2017	\$ 4.42	\$ 8,873.15
June 1, 2017	June 30, 2017	\$ 4.42	\$ 8,873.15
July 1, 2017	July 31, 2017	\$ 4.42	\$ 8,873.15
August 1, 2017	August 31, 2017	\$ 4.42	\$ 8,873.15

**Exhibit "B"**  
**Page 2 of 3**

<b>Beginning</b>	<b>Ending</b>	<b>Per Square Foot</b>	<b>Base Rent</b>
September 1, 2017	September 30, 2017	\$ 4.42	\$ 8,873.15
October 1, 2017	October 31, 2017	\$ 4.42	\$ 8,873.15
November 1, 2017	November 30, 2017	\$ 4.42	\$ 8,873.15
December 1, 2017	December 31, 2017	\$ 4.53	\$ 9,093.98
January 1, 2018	January 31, 2018	\$ 4.53	\$ 9,093.98
February 1, 2018	February 28, 2018	\$ 4.53	\$ 9,093.98
March 1, 2018	March 31, 2018	\$ 4.53	\$ 9,093.98
April 1, 2018	April 30, 2018	\$ 4.53	\$ 9,093.98
May 1, 2018	May 31, 2018	\$ 4.53	\$ 9,093.98
June 1, 2018	June 30, 2018	\$ 4.53	\$ 9,093.98
July 1, 2018	July 31, 2018	\$ 4.53	\$ 9,093.98
August 1, 2018	August 31, 2018	\$ 4.53	\$ 9,093.98
September 1, 2018	September 30, 2018	\$ 4.53	\$ 9,093.98
October 1, 2018	October 31, 2018	\$ 4.53	\$ 9,093.98
November 1, 2018	November 30, 2018	\$ 4.53	\$ 9,093.98
December 1, 2018	December 31, 2018	\$ 4.64	\$ 9,314.80
January 1, 2019	January 31, 2019	\$ 4.64	\$ 9,314.80
February 1, 2019	February 28, 2019	\$ 4.64	\$ 9,314.80
March 1, 2019	March 31, 2019	\$ 4.64	\$ 9,314.80
April 1, 2019	April 30, 2019	\$ 4.64	\$ 9,314.80
May 1, 2019	May 31, 2019	\$ 4.64	\$ 9,314.80
June 1, 2019	June 30, 2019	\$ 4.64	\$ 9,314.80
July 1, 2019	July 31, 2019	\$ 4.64	\$ 9,314.80
August 1, 2019	August 31, 2019	\$ 4.64	\$ 9,314.80
September 1, 2019	September 30, 2019	\$ 4.64	\$ 9,314.80
October 1, 2019	October 31, 2019	\$ 4.64	\$ 9,314.80
November 1, 2019	November 30, 2019	\$ 4.64	\$ 9,314.80
December 1, 2019	December 31, 2019	\$ 4.76	\$ 9,555.70
January 1, 2020	January 31, 2020	\$ 4.76	\$ 9,555.70
February 1, 2020	February 29, 2020	\$ 4.76	\$ 9,555.70
March 1, 2020	March 31, 2020	\$ 4.76	\$ 9,555.70
April 1, 2020	April 30, 2020	\$ 4.76	\$ 9,555.70
May 1, 2020	May 31, 2020	\$ 4.76	\$ 9,555.70
June 1, 2020	June 30, 2020	\$ 4.76	\$ 9,555.70
July 1, 2020	July 31, 2020	\$ 4.76	\$ 9,555.70
August 1, 2020	August 31, 2020	\$ 4.76	\$ 9,555.70
September 1, 2020	September 30, 2020	\$ 4.76	\$ 9,555.70
October 1, 2020	October 31, 2020	\$ 4.76	\$ 9,555.70
November 1, 2020	November 30, 2020	\$ 4.76	\$ 9,555.70
December 1, 2020	December 31, 2020	\$ 4.88	\$ 9,796.60
January 1, 2021	January 31, 2021	\$ 4.88	\$ 9,796.60
February 1, 2021	February 28, 2021	\$ 4.88	\$ 9,796.60
March 1, 2021	March 31, 2021	\$ 4.88	\$ 9,796.60
April 1, 2021	April 30, 2021	\$ 4.88	\$ 9,796.60
May 1, 2021	May 31, 2021	\$ 4.88	\$ 9,796.60
June 1, 2021	June 30, 2021	\$ 4.88	\$ 9,796.60
July 1, 2021	July 31, 2021	\$ 4.88	\$ 9,796.60
August 1, 2021	August 31, 2021	\$ 4.88	\$ 9,796.60
September 1, 2021	September 30, 2021	\$ 4.88	\$ 9,796.60

**Exhibit "B"**

Page 3 of 3

<b>Beginning</b>	<b>Ending</b>	<b>Per Square Foot</b>	<b>Base Rent</b>
October 1, 2021	October 31, 2021	\$ 4.88	\$ 9,796.60
November 1, 2021	November 30, 2021	\$ 4.88	\$ 9,796.60
December 1, 2021	December 31, 2021	\$ 5.00	\$ 10,037.50
January 1, 2022	January 31, 2022	\$ 5.00	\$ 10,037.50
February 1, 2022	February 28, 2022	\$ 5.00	\$ 10,037.50
March 1, 2022	March 31, 2022	\$ 5.00	\$ 10,037.50
April 1, 2022	April 30, 2022	\$ 5.00	\$ 10,037.50
May 1, 2022	May 31, 2022	\$ 5.00	\$ 10,037.50
June 1, 2022	June 30, 2022	\$ 5.00	\$ 10,037.50
July 1, 2022	July 31, 2022	\$ 5.00	\$ 10,037.50
August 1, 2022	August 31, 2022	\$ 5.00	\$ 10,037.50
September 1, 2022	September 30, 2022	\$ 5.00	\$ 10,037.50
October 1, 2022	October 31, 2022	\$ 5.00	\$ 10,037.50
November 1, 2022	November 30, 2022	\$ 5.00	\$ 10,037.50
December 1, 2022	December 31, 2022	\$ 5.13	\$ 10,298.48
January 1, 2023	January 31, 2023	\$ 5.13	\$ 10,298.48
February 1, 2023	February 28, 2023	\$ 5.13	\$ 10,298.48
March 1, 2023	March 31, 2023	\$ 5.13	\$ 10,298.48
April 1, 2023	April 30, 2023	\$ 5.13	\$ 10,298.48
May 1, 2023	May 31, 2023	\$ 5.13	\$ 10,298.48
June 1, 2023	June 30, 2023	\$ 5.13	\$ 10,298.48
July 1, 2023	July 31, 2023	\$ 5.13	\$ 10,298.48
August 1, 2023	August 31, 2023	\$ 5.13	\$ 10,298.48
September 1, 2023	September 30, 2023	\$ 5.13	\$ 10,298.48
October 1, 2023	October 31, 2023	\$ 5.13	\$ 10,298.48
November 1, 2023	November 30, 2023	\$ 5.13	\$ 10,298.48

**Exhibit "C"**  
**Rules and Regulations**  
**Page 1 of 2**

- (a) Tenant shall not place or erect any signs or identifying marks, trademarks, insignia or advertising on or about the Premises or the Real Estate except with the prior written consent of Landlord which Landlord will not unreasonably withhold, condition or delay. In the event Tenant shall place or cause to be placed any sign, identifying marks, insignia or advertising on or about the Premises or the Real Estate without the prior written consent of Landlord, Landlord shall have the right and power to remove the same at Tenant's expense. Tenant will provide Landlord with drawings showing the sign to be used by Tenant upon commencement of this Lease. If Landlord disapproves such signs Landlord and Tenant will use their best efforts to agree upon an alternate design for this sign.
- (b) All loading and unloading of goods shall be done only at times, in the areas and through the entrances designated for that purpose by Landlord and will be identified prior to signing lease.
- (c) All garbage and refuse shall be kept in the kind of container specified by Landlord, and shall be placed outside of the Premises daily, prepared for collection and removed in the manner and at the times and place specified by Landlord. If Landlord provides or designates a service for collection of refuse and garbage, Tenant shall use that service, at Tenant's expense, provided the cost is reasonably competitive to any identical service available to Tenant. Tenant shall in all events pay for the costs of such service. The service used by Landlord will be identified in advance of signing lease.
- (d) Nothing (including without limitation radio or television aerials) shall be placed or erected on the roof or exterior walls of the Premises without the prior written consent of Landlord, and it is understood that the exclusive use of the roof and exterior walls is reserved to Landlord. Anything so placed or erected on the roof or exterior walls shall be subject to removal without notice or liability at any time and any damage to the walls or roof caused by the removal shall be the responsibility of Tenant.
- (e) No loudspeaker, television, phonograph, radio, flashing light or other device shall be used in a manner so as to be heard or seen outside of the Premises without the prior written consent of Landlord.
- (f) No auction, fire, "lost our lease", bankruptcy or selling-out sales shall be conducted in the Premises without the prior written consent of Landlord, and none shall be conducted outside the Premises.
- (g) Tenant shall maintain all display windows in a neat, attractive condition, and shall exhibit only first-class materials, goods and items in all display windows. Tenant shall not permit the display of any materials, goods or items which in the sole discretion of the Landlord are considered lewd, obscene, pornographic, or otherwise not in keeping with the standards of the Real Estate.
- (h) The sidewalks, entry ways, loading areas, other common areas and other outside areas immediately adjoining the Premises shall be kept clear of debris and snow at all times by Tenant and Tenant shall not place or permit any obstructions, garbage, refuse, merchandise or displays in those areas. Landlord take care of removing snow.
- (i) Tenant, its employees and/or its agents, shall not solicit business in the common areas, nor shall Tenant, its employees and/or its agents distribute any handbills or other advertising matter in the common areas or on automobiles parked in the common areas.

**Exhibit "C"**  
**Rules and Regulations**  
**Page 2 of 2**

(l) Tenant shall keep the Premises at a temperature sufficient to prevent water from freezing in pipes and fixtures.

(k) Tenant shall not place or maintain any temporary fixture for the display of merchandise outside the Premises, and Landlord shall have the right, without giving prior notice to Tenant and without any liability for damage, to remove any such display from the Premises, except as shall have first received the written approval of Landlord as to size, color, location, nature and display qualities.



**Exhibit "E"**  
**PROMISSORY NOTE**

\$168,630

Omaha, Nebraska  
July \_\_\_\_, 2013

FOR VALUE RECEIVED, the undersigned, NEBRASKA BREWING CO., PAUL KAVALUK and KIM KAVALUK (collectively the "Borrower") promise to pay to the order of BROOK VALLEY 14 BUILDING, LLC, ("Lender"), at its principal offices 4430 South 108<sup>th</sup> Street, Omaha, Nebraska 68137, or at such other place as the holder hereof may, from time to time, designate in writing, the principal sum of One Hundred Sixty Eight Thousand Six Hundred Thirty 00/100 Dollars (\$168,630.00), together with interest thereon at the "Note Rate", as hereinafter defined, from the date of advancement hereof until paid.

1. **Note Rate.** The term "Note Rate," as used herein, shall mean six and seventy five one hundred percent (6.75) per annum.

2. **Repayment.** The principal sum, together with interest upon the principal balance outstanding from time to time shall be repaid in twenty-four (24) monthly installments with the first monthly installment due November 1, 2013, and the final monthly installment due October 1, 2015 payable as set forth below and incorporated herein by this reference.

Beginning	Ending	Amortized Tenant Improvements (\$7.00 psf @ 7%)
September 15, 2013	October 14, 2013	\$ 491.00
October 15, 2013	November 14, 2013	\$ 491.00
November 15, 2013	December 14, 2013	\$ 491.00
December 15, 2013	January 14, 2014	\$ 982.10
January 15, 2014	February 14, 2014	\$ 982.10
February 15, 2014	March 14, 2014	\$ 982.10
March 15, 2014	April 14, 2014	\$ 5,206.80
April 15, 2014	May 14, 2014	\$ 5,206.80
May 15, 2014	June 14, 2014	\$ 5,206.80
June 15, 2014	July 14, 2014	\$ 5,206.80
July 15, 2014	August 14, 2014	\$ 5,206.80
August 15, 2014	September 14, 2014	\$ 5,206.80
September 15, 2014	October 14, 2014	\$ 5,206.80
October 15, 2014	November 14, 2014	\$ 5,206.80
November 15, 2014	December 14, 2014	\$ 5,206.80
December 15, 2014	January 14, 2015	\$ 5,206.80
January 15, 2015	February 14, 2015	\$ 5,206.80
February 15, 2015	March 14, 2015	\$ 5,206.80
March 15, 2015	April 14, 2015	\$ 5,206.80
April 15, 2015	May 14, 2015	\$ 5,206.80
May 15, 2015	June 14, 2015	\$ 5,206.80
June 15, 2015	July 14, 2015	\$ 5,206.80
July 15, 2015	August 14, 2015	\$ 5,206.80
August 15, 2015	September 14, 2015	\$ 88,724.00

3. **Late Charge.** Any payment required under this Promissory Note not received by the holder within five (5) days of its scheduled due date shall bear a late charge of ten percent (10%) of the amount of such payment,

which late charge must accompany the overdue payment.

4. Application of Payments. All payments made hereon shall be applied first to late charges, next to accrued interest, and the balance of any payment shall be applied in reduction of the principal balance.

5. Prepayment. The Loan evidenced hereby may be prepaid in whole or in part without premium or penalty at any time.

6. Overdue Interest. Should any interest not be paid when it is due, the unpaid interest shall become a part of the principal and thereafter bear like interest.

7. Events of Default. Upon the occurrence of any one or more of the following (hereinafter referred to as an "Event of Default"):

(a) failure by Borrower to pay within fourteen (14) days of the date of such payment is due and payable, any payment of principal or interest on this Promissory Note;

(b) Borrower shall file a voluntary petition in bankruptcy or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking or acquiescing in any reorganization arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors; or Borrower shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Borrower, or Borrower shall make any general assignment for the benefit of creditors, or shall admit in writing Borrower's inability to pay his debts generally as they become due;

(c) any court of competent jurisdiction shall enter a final order, judgment or decree approving a petition filed against Borrower seeking any reorganization, dissolution, or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, and such final order, judgment or decree shall remain unvacated and unstayed for an aggregate of sixty (60) days (whether or not consecutive) from the first date of entry thereof;

then at the option of the holder hereof, the entire unpaid balance of principal of this Promissory Note, together with accrued interest and any other sums due hereunder if such Event of Default is not cured and made good within such time and after such notice as may be required by applicable law, shall become due and payable. To the extent permitted by applicable law, the Borrower further agrees to pay to the holder hereof all reasonable attorneys' fees, legal expenses and court costs incurred in enforcing the provisions of this Promissory Note, including reasonable attorneys' fees, legal expenses and costs incurred in bankruptcy proceedings, appellate proceedings or post-judgment collection efforts.

8. Severability. Every provision of this Promissory Note is intended to be severable. In the event any term or provision hereof is declared to be illegal or invalid for any reason whatsoever by a court of competent jurisdiction, such illegality or invalidity shall not affect the validity or enforceability of the remaining terms and provisions hereinabove set forth.

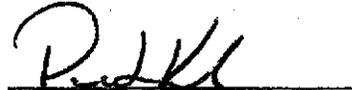
9. Waivers. The undersigned, and all sureties and all other persons liable hereon or liable for the payment of this Promissory Note severally waive presentment of payment, demand, protest, notice of nonpayment, protest of nonpayment and consent to any and all renewals, extensions and modifications which might be by the holder hereof made as to the time of payment of this Promissory Note, from time to time, and further agree that the security for this Promissory Note, or any portion thereof may, from time to time, be modified or released, in whole or in part, without affecting the liability of any party liable hereon or for the payment of this Promissory Note.

10. Applicable Law. This Promissory Note is delivered by the Borrower to Lender at Lender's principal place of business in Omaha, Nebraska, and shall be deemed to have been made thereat. This Promissory Note shall be governed and controlled as to validity, enforcement, interpretation, construction, effect and in all other respects, including but not limited to, the legality of interest charged hereunder, by the statutes, laws and decisions of the State of Nebraska. The law of the State of Nebraska shall apply in all respects to matters related to the enforcement of the other Loan Documents.

IN WITNESS WHEREOF, this Promissory Note was executed on the date first above set forth.

BORROWER:  
Nebraska Brewing CO.

By: Nebraska Brewing Company  
President, Vice President

  
Paul Kavaluk

  
Kim Kavaluk

STATE OF NEBRASKA )  
 ) ss  
COUNTY OF DOUGLAS )

On this 12 day of July, 2013 before me, the undersigned, a Notary Public in and for said County and State, personally appeared the above-named Paul / Kim Kavaluk known to be the identical person named in and who executed the foregoing Agreement as President of Nebraska Brewing Company, Inc., and acknowledged that he executed the same as his voluntary act and deed as such officer and the voluntary act and deed of said corporation.

WITNESS my hand and Notarial Seal the date last aforesaid.

Dolores L. Costanzo  
Notary Public



STATE OF NEBRASKA )  
 ) ss:  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me, a Notary Public, this 12 day of July 2013, by Paul Kavaluk

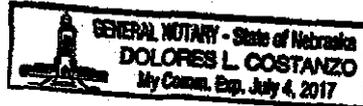
Dolores L. Costanzo  
Notary Public

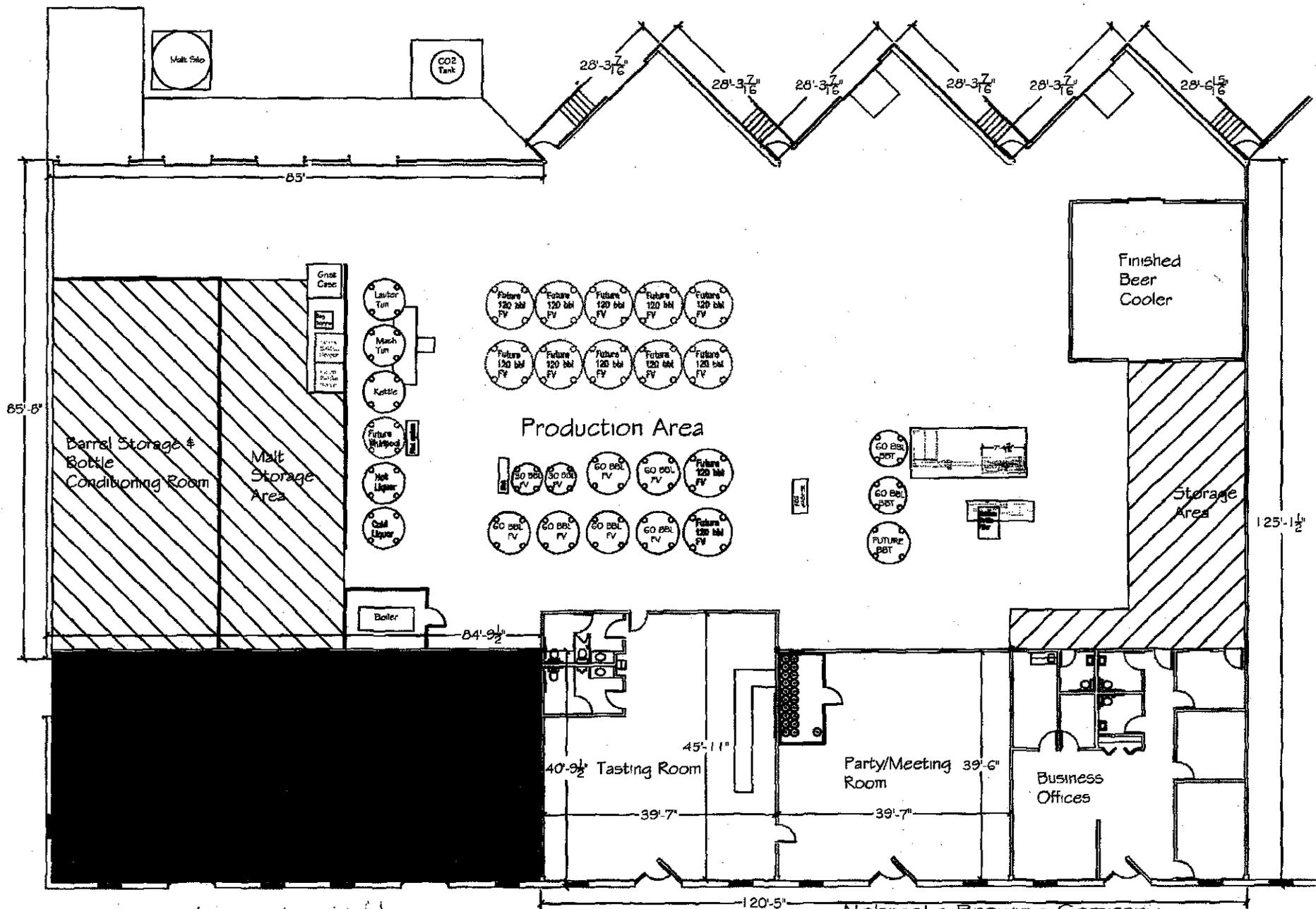


STATE OF NEBRASKA )  
 ) ss:  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me, a Notary Public, this 12 day of July 2013, by Kim Kavaluk

Dolores L. Costanzo  
Notary Public





one story building including dock area 146 x 201  
11 x 69

Nebraska Brewing Company  
 6946-50 SOUTH 108th STREET

No Basement  
 No Outdoor Area for public

5

RESOLUTION NO. 13- \_\_\_\_\_

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE LA VISTA CITY CLERK TO FILE WITH THE SARPY COUNTY TREASURER SPECIAL ASSESSMENTS FOR PROPERTY IMPROVEMENTS AT THE LOCATIONS AND IN THE AMOUNTS CITED HEREIN.

WHEREAS, the property owners of  
7103 Pine Drive, Lot 340 Park View Heights 2<sup>nd</sup> Addition, \$850.00;  
10202 Brentwood Dr/Lot 178 Val Vista, \$168.11;  
10204 Brentwood Dr/Lot 177 Val Vista, \$168.11;  
10208 Brentwood Dr/Lot 176 Val Vista, \$168.11;  
10618 Brentwood Dr/Lot 154 Val Vista, \$168.11;  
10216 Brentwood Dr/Lot 175 Val Vista, \$168.11;  
10611 Hillcrest Drive/Lot 4 Val Vista, \$168.11;  
10615 Hillcrest Drive/Lot 3 Val Vista; \$168.11; and  
10619 Hillcrest Drive/Lot 2A Val Vista; \$168.11;

were notified to clean up their properties as they were in violation of the City Municipal Code, Section 133.01, or the City would do so and bill them accordingly, and

WHEREAS, the property owners of said addresses chose not to clean the property, thus necessitating the City to do the clean up, and

WHEREAS, the City sent the property owners a bill for said clean up which has not been paid, and

WHEREAS, the City may file a Special Assessment for Improvements against property for which a City bill for services has not been paid.

NOW THEREFORE BE IT RESOLVED, that the La Vista City Clerk is hereby authorized to file with the Sarpy County Treasurer Special Assessments for Improvements in the amount and against the properties specified above, all located within Sarpy County, La Vista, Nebraska.

PASSED AND APPROVED THIS 17TH DAY OF DECEMBER, 2013

CITY OF LA VISTA

ATTEST:

\_\_\_\_\_  
Douglas Kindig, Mayor

\_\_\_\_\_  
Pamela A. Buethe, CMC  
City Clerk

November 7, 2013

John Scott & Sandra Knudsen  
113 S 54<sup>th</sup> Street  
Omaha NE 68132

RE: Lot 340 Park View Heights 2<sup>nd</sup> Addition

Dear Mr. & Mrs. Knudsen;

On July 17, 2013, the property at 7103 Pine Drive was in violation of the City of La Vista's Municipal Code, Section 94.07 -- dead or diseased trees.

On September 12, 2013, the Public Works Department removed the dead tree. The cost of \$850.00 was incurred by the City for the work. The cost breakdown is as follows:

Administrative Fee	\$	50.00
Costs		
Contracted Service for Tree Removal	\$	800.00
TOTAL	\$	<u>850.00</u>

Please remit \$850.00, payable to the City of La Vista, 8116 Park View Blvd., La Vista, Nebraska 68128, within 30 days. If payment is not received within 30 days of issuance of this statement, the City Council will, on December 17, 2013, take action to file the above referenced cost with the Sarpy County Treasurer as a special assessment for improvements against your property.

Thank you for your attention to this matter.

Sincerely,

Pamela A. Buethe, CMC  
City Clerk



July 17, 2013

Dear Owner/Resident: 7103 Pine

The City of La Vista is committed to maintaining quality neighborhoods and an excellent community environment. Our citizens expect us to do everything we can in this regard.

An investigation is being conducted at your property. This investigation has revealed violation(s) of the La Vista Municipal Code : 94.07-Dead or diseased tree.

The attached sheet categorizes your violation(s) and copies of the codes are provided for your review as an educational package to assist you in achieving compliance and preventing future violation(s).

(5)

Violation(s) are required to be corrected within (Hours) to (Days) depending upon the violation(s). By completing a "Compliance Agreement:" additional time may be granted depending on health and safety and will be evaluated on a case by case basis.

You must contact me immediately upon receipt of this letter to demonstrate cooperation to eliminate these violation(s). The enclosed "Compliance Agreement" must be completed and returned immediately to ensure additional time for compliance. We hope you will work with us to maintain a positive community environment. Your cooperation will be greatly appreciated.

Please contact me at (402) 331-1582 ext. 251 between the hours of 7:30 a.m. and 4:00 p.m. Please leave a voicemail if I am not available. **It is important that you leave your name, address, return phone number and best date and time to contact you.** Failure to comply may result in this matter being forwarded to the City Legal Department and other necessary agencies for Civil and/or Criminal Prosecution.

Sincerely,

C. Ruppert  
Code Enforcement Officer  
La Vista Police Department

City Hall  
8116 Park View Blvd.  
La Vista, NE 68128-2198  
p: 402-331-4343  
f: 402-331-4375

Community Development  
8116 Park View Blvd.  
p: 402-331-4343  
f: 402-331-4375

Fire  
8110 Park View Blvd.  
p: 402-331-4748  
f: 402-331-0410

Golf Course  
8305 Park View Blvd.  
p: 402-339-9147

Library  
9110 Giles Rd.  
p: 402-537-3900  
f: 402-537-3902

Police  
7701 South 96th St.  
p: 402-331-1582  
f: 402-331-7210

Public Works  
9900 Portal Rd.  
p: 402-331-8927  
f: 402-331-1051

Recreation  
8116 Park View Blvd.  
p: 402-331-3455  
f: 402-331-0299

# LA VISTA POLICE DEPARTMENT

## MUNICIPAL CODE COMPLIANCE AGREEMENT

FULL NAME: FIRST, MIDDLE, LAST JOHN OR SANDRA KNUDSEN	DATE OF BIRTH
RESIDING ADDRESS STREET, CITY, STATE, ZIP, PHONE NUMBER 113 S. 54 <sup>th</sup> ST. OMAHA, NE 68132	
PROPERTY WHERE VIOLATION EXISTS STREET, CITY, STATE, ZIP, PHONE NUMBER 7103 PINE LAVISTA, NE 68128	
CONDITIONS REQUIRING CORRECTION DEAD OR DISEASED TREE in the back yard	
CORRECTIVE MEASURES TREE needs to be taken down	

### AGREEMENT:

The above named agrees that the conditions set forth in this Agreement must be eliminated, as described above on or before (Date) Aug 7, 2013.

The undersigned agrees to allow the City to inspect the property as necessary to determine compliance with this agreement. This Agreement shall be interpreted in accordance with the law of the State of Nebraska.

No amendment or modification of this Agreement shall be valid unless expressed in writing and executed by the parties hereto in the same manner as the execution of this Agreement.

Failure to comply with the agreement deadline will result in prosecution for violations of the La Vista Municipal Codes.

This form must be filled out completely to be valid.

**Signature:** \_\_\_\_\_, and **date** \_\_\_\_\_, 20\_\_\_\_,  
**accepting responsibility for compliance.**

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED LINE  
**CERTIFIED MAIL™**



7008 1140 0000 6669 1452  
 7008 1140 0000 6669 1452

(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®

**OFFICIAL USE**

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

Postmark  
Here

Sent To  
 JOHN OR SANDRA KNUDSEN  
 Street, Apt. No.,  
 or PO Box No. 113 So. 54<sup>th</sup> St.  
 City, State, ZIP+4  
 OMAHA, NE 68132  
 PS Form 3800, August 2006 See Reverse for Instructions

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:  
 JOHN OR SANDRA KNUDSEN  
 113 So. 54<sup>th</sup> St.  
 OMAHA, NE  
 68132

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
 X  Agent  Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No

3. Service Type  
 Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes

2. Article Number (Transfer from service label) 7008 1140 0000 6669 1452



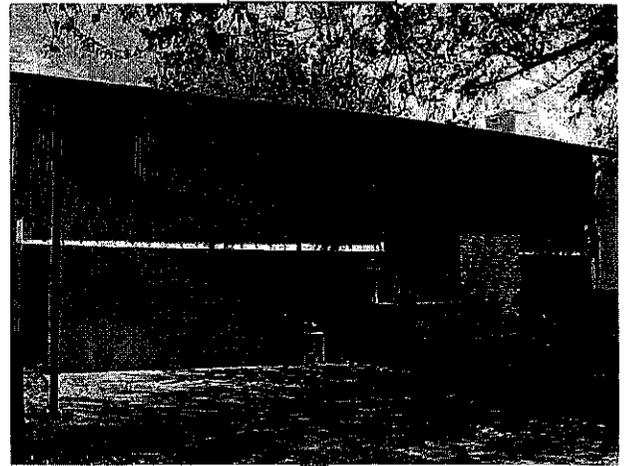
City of La Vista  
8116 Park View Blvd.  
La Vista, NE 68128

JOHN OR SANDRA KNUDSEN  
113 S. 54<sup>th</sup> ST.  
OMAHA, NE  
68132

---

Active

Parcel Number: 010578889  
 Location: 07103 \PINE DR  
 Owner: KNUDSEN/JOHN SCOTT & SANDRA  
 CAO  
 Mail Address: 113 S 54TH ST  
 OMAHA NE 68132-  
 Legal: LOT 340 PARK VIEW HEIGHTS 2ND ADD  
 Tax District: 27002  
 Map #: 2959-15-0-30006-000-0242



Click Picture/Sketch for Larger View.  
 Use arrows to view Picture/Sketch.

THIS IS NOT A PROPERTY RECORD FILE [What does this mean?](#)

Residential Information for 1 January Roll Year 2013

<b>LOT 332</b>		<b>LOT 339</b>	<b>LOT 354</b>
75.0'		74.0'	125.0'
<b>LOT 331</b>		<b>LOT 353</b>	<b>7104</b>
<b>LOT 366</b>		<b>LOT 367</b> 125.0'	<b>LOT 368</b> 125.0'

<b>City</b>	<b>Zoning</b>	<b>Overlay Dist.</b>	<b>Jurisdiction</b>	<b>School</b>	<b>Police</b>
La Vista	R-1 - Single Family Residential	Null	La Vista	Papillion-La Vista	La Vista Police

<b>Fire</b>	<b>Voting Precinct</b>	<b>Congressional Dist.</b>	<b>State Legislative Dist.</b>	<b>District</b>	<b>Commissioner</b>	<b>City Ward</b>
La Vista Fire 1	32	District 2	District 14	District 2	Jim Thompson	La Vista Ward 2

Style: Split Entry	#Bedrooms above Grade 3
Year Built: 1967	Total Sqft 1180
#Bathrooms Above Grade 1.5	Bsmt Total Sqft 1132
Total Bsmt Finish Sqft 552	

Garage Type		Garage Sqft	0
Lot Depth	125	Lot Width	75
Exterior 1	HARDBOARD	Exterior 2	
Roofing	Comp Shingle		

Misc	
Description	Sqft or Quantity
OPEN SLAB PORCH	288
BSMT GARAGE FINISH	576
BSMT OUTSIDE ENTRY	1
PORCH, OPEN SLAB	32
SGLE 1/S FIREPLACE	1
YARD SHED	64
DRIVEWAY	1

Sales Information (Updated 10/28/2013)				
Sale Date B & P	Grantor	Grantee	Total Sale Price	Adjusted Sale Price
6/18/1998	CASEY/SANDRA E	KNUDSEN/JOHN SCOTT & SANDRA		\$0
1998-16889	7103 PINE DR LA VISTA NE 68128-0242	7103 PINE DR LA VISTA NE 68128-		

Valuation Information					
Valuation					
PV = Partial Valuation					
Roll Year	Land Value	Impr Value	Outbuildings	Total Value	PV
2013	\$22,000	\$91,103	\$0	\$113,103	NO
2012	\$22,000	\$91,900	\$0	\$113,900	NO
2011	\$22,000	\$98,613	\$0	\$120,613	NO
2010	\$22,000	\$99,011	\$0	\$121,011	NO
2009	\$22,000	\$101,261	\$0	\$123,261	NO
2008	\$22,000	\$103,912	\$0	\$125,912	NO
2007	\$22,000	\$98,196	\$0	\$120,196	NO
2006	\$22,000	\$93,393	\$0	\$115,393	NO
2005	\$22,000	\$89,943	\$0	\$111,943	NO
2004	\$20,000	\$85,687	\$0	\$105,687	NO
2003	\$20,000	\$83,217	\$0	\$103,217	NO
2002	\$20,000	\$81,633	\$0	\$101,633	NO
2001	\$18,000	\$75,999	\$0	\$93,999	NO
2000	\$17,460	\$69,741	\$0	\$87,201	NO
1999	\$17,280	\$66,767	\$0	\$84,047	NO
1998	\$15,040	\$62,771	\$0	\$77,811	NO
1997	\$76,290			\$76,290	NO
1996	\$66,916			\$66,916	NO
1995	\$61,482			\$61,482	NO
1994	\$58,421			\$58,421	NO
1993	\$56,174			\$56,174	NO
1992	\$56,174			\$56,174	NO
1991	\$54,825			\$54,825	NO
1990	\$54,825			\$54,825	NO
1989	\$54,825			\$54,825	NO
1988	\$53,282			\$53,282	NO

## Levy Information


**Levy Information 2012**  
**View Past Levy Information**

Fund	Description	Levy
1	COUNTY LEVY	0.299901
127	PAPILLION/LA VISTA SCHOOL	0.09667
160	SCHL DIST 27 BOND 1	0.013586
183	SCHL DIST 27 BOND 2	0.025863
185	SCHL DIST 27 BOND 3	0.111892
186	SCHL DIST 27 BOND 4	0.057852
199	LEARN COMM-GENERAL	0.95
202	ELEM LEARN COM	0.01
425	LAVISTA CITY	0.49
426	LAVISTA CITY BOND	0.06
501	PAPIO NATURAL RESRCE	0.030606
502	PAPIO NRD BOND	0.002147
801	METRO COMMUNITY COLL	0.085
901	AGRICULTURAL SOCIETY	0.001358
1003	ED SERVICE UNIT 3	0.016057
	<b>Total Levy</b>	<b>2.250932</b>

Treasurer Information

Property Class 1000 Forclosure #  
 Mortgage Company # 770002 Foreclosure Date  
 Mortgage Company  
 Exemption Code Exemption Amount \$0  
 Specials No Specials Found.  
 Tax Sales No Tax Sale Entry(s) Found or All Tax Sales Entry(s) Redeemed.  
 Tax Sale # 4514 Tax Sale Date 3/5/2002  
 Redemption # 4026 Redemption Date 10/21/2002

Tax Information

\*Click Statement Number to see Treasurer Information for paying your taxes with a credit card or  
 Echeck or to print your receipt for a payment you have made by mail or online.

Year	Statement	Tax District	Source	Taxes Due	Total Due	Balance
2012	<a href="#">2012-010578889</a>	27002	REAL	\$2,482.38	\$2,482.38	\$0.00
2011	<a href="#">2011-0008253RP</a>	27002	REAL	\$2,625.16	\$2,625.16	\$0.00
2010	<a href="#">2010-0008600RP</a>	27002	REAL	\$2,591.38	\$2,591.38	\$0.00
2009	<a href="#">2009-0009491RP</a>	27002	REAL	\$2,618.24	\$2,618.24	\$0.00
2008	<a href="#">2008-0010388RP</a>	27002	REAL	\$2,623.70	\$2,623.70	\$0.00
2007	<a href="#">2007-0011118RP</a>	27002	REAL	\$2,485.02	\$2,485.02	\$0.00
2006	<a href="#">2006-0011979RP</a>	27002	REAL	\$2,462.60	\$2,462.60	\$0.00
2005	<a href="#">2005-0012932RP</a>	27002	REAL	\$2,386.00	\$2,386.00	\$0.00
2004	<a href="#">2004-0013714RP</a>	27002	REAL	\$2,336.66	\$2,336.66	\$0.00
2003	<a href="#">2003-0578889RP</a>	27002	REAL	\$2,358.44	\$2,358.44	\$0.00
2002	<a href="#">2002-0578889RP</a>	27002	REAL	\$2,161.86	\$2,161.86	\$0.00
2001	<a href="#">2001-0578889RP</a>	27002	REAL	\$1,999.96	\$1,999.96	\$0.00
2000	<a href="#">2000-0578889RP</a>	27002	REAL	\$1,798.94	\$1,798.94	\$0.00
1999	<a href="#">1999-0578889RP</a>	27002	REAL	\$1,783.34	\$1,783.34	\$0.00
1998	<a href="#">1998-0578889</a>	27002	REAL	\$1,686.42	\$1,686.42	\$0.00
1997	<a href="#">1997-0578889</a>	27002	REAL	\$1,805.92	\$1,805.92	\$0.00
1996	<a href="#">1996-0578889</a>	27002	REAL	\$1,658.48	\$1,658.48	\$0.00
1995	<a href="#">1995-0578889</a>	27002	REAL	\$1,644.04	\$1,644.04	\$0.00
1994	<a href="#">1994-0578889</a>	27002	REAL	\$1,493.22	\$1,493.22	\$0.00
1993	<a href="#">1993-0578889</a>	27002	REAL	\$1,434.00	\$1,434.00	\$0.00
1992	<a href="#">1992-0578889</a>	27002	REAL	\$1,386.28	\$1,386.28	\$0.00
1991	<a href="#">1991-0578889</a>	27002	REAL	\$1,381.12	\$1,381.12	\$0.00
1990	<a href="#">1990-0578889</a>	27002	REAL	\$1,416.13	\$1,416.13	\$0.00
1989	<a href="#">1989-0578889</a>	27002	REAL	\$1,639.68	\$1,639.68	\$0.00
1988	<a href="#">1988-0578889</a>	27002	REAL	\$1,664.27	\$1,664.27	\$0.00

Closed 9-18-13  
P.U. completed  
N.C. TREE SERVICE  
WAS HIRED TO TAKE THE  
TREE DOWN.

Date 6-7-13 / 1210 / IR #13-10526

Location 7103 PINE

Violation 94.07 DEAD/DISEASED TREE

Time to Comply 5 days

Description DEAD TREE IN THE BACKYARD

Follow-up Officer \_\_\_\_\_

November 7, 2013

East Villas LLC  
911 Killarney Dr  
Papillion NE 68046

To Whom It May Concern;

On July 22, 2013 the properties listed below were in violation of the City of La Vista's Municipal Code, Section 133.01, weeds and grass.

10204 Brentwood Drive La Vista, NE  
10618 Brentwood Drive La Vista, NE  
10619 Hillcrest Drive La Vista, NE

On July 24, 2013, the Public Works Department mowed the property. The cost of \$168.11 per property was incurred by the City for the cleanup. The cost breakdown is as follows:

Administrative Fee	\$50.00 per property	\$	150.00
<u>Mowing Costs</u>			
Labor	\$47.11 per property	\$	141.33
Equipment Cost	\$71.00 per property	\$	213.00
TOTAL	\$168.11 per property	\$	<u>504.33</u>

Please remit \$504.33, payable to the City of La Vista, 8116 Park View Blvd., La Vista, Nebraska 68128, within 30 days. If payment is not received within 30 days of issuance of this statement, the City Council will, on December 17<sup>th</sup>, 2013, take action to file the above referenced cost with the Sarpy County Treasurer as a special assessment for improvements against your property.

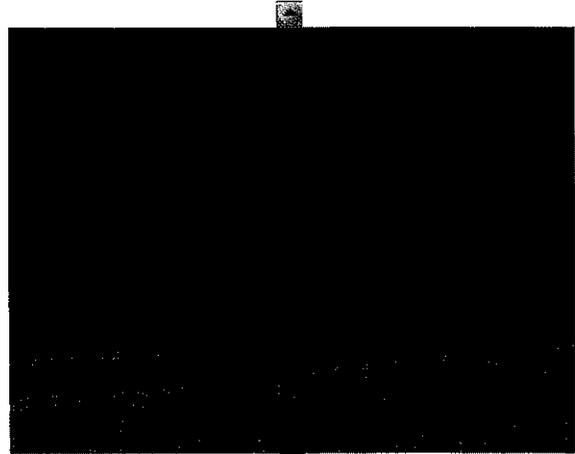
Thank you for your attention to this matter.

Sincerely,

Pamela Buethe, CMC  
City Clerk

**Active**

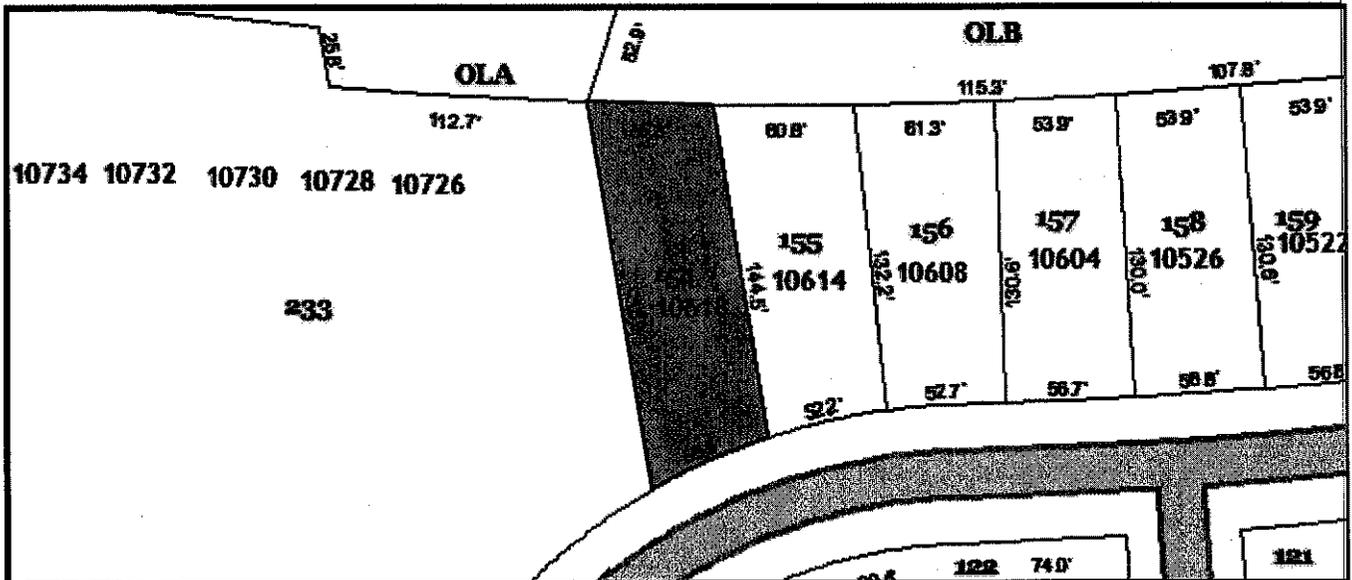
Parcel Number: 011574501  
 Location: 10618 BRENTWOOD DR  
 Owner: EAST VILLAS LLC  
 C/O  
 Mail Address: 911 KILLARNEY DR  
 PAPHILLION NE 68046-7057  
 Legal: LOT 154 VAL VISTA  
 Tax District: 27044  
 Map #: 2959-16-3-30045-000-0154



Click Picture/Sketch for Larger View.  
 Use arrows to view Picture/Sketch.

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Residential Information for 1 January Roll Year 2013



City	Zoning	Overlay Dist.	Jurisdiction	School	Police	
La Vista	R-2 - Two-Family Residential	Null	LaVista	Papillion-La Vista	La Vista Police	
Fire	Voting Precinct	Congressional Dist.	State Legislative Dist.	District	Commissioner	City Ward
La Vista Fire 2	31	District 2	District 14	District 2	Jim Thompson	La Vista Ward 4

Style:  
 Year Built: #Bedrooms above Grade  
 #Bathrooms Above Grade Total Sqft  
 Total Bsmt Finish Sqft 0 Bsmt Total Sqft  
 Garage Type Garage Sqft

Lot Depth	1	Lot Width	8520.646
Exterior 1		Exterior 2	
Roofing	N/A		

Misc	
Description	Sqft or Quantity

**Sales Information (Updated 10/29/2013)**

Sale Date B & P	Grantor	Grantee	Total Sale Price	Adjusted Sale Price
8/3/2004 2004-33233	EAST CONSTRUCTION INC 8208 S 109TH ST LA VISTA NE 68128-0000	EAST VILLAS LLC 8208 S 109TH ST LA VISTA NE 68128-	\$484,450	\$484,450
3/29/2004 2004-14376	VAL VISTA LLC C/O BOYER YOUNG 9805 GILES RD LA VISTA NE 68128-2932	EAST CONSTRUCTION INC 8208 S 109TH ST LA VISTA NE 68128-0000	\$444,050	\$444,050

**Valuation Information**

Valuation PV = Partial Valuation					
Roll Year	Land Value	Impr Value	Outbuildings	Total Value	PV
2013	\$24,000	\$0	\$0	\$24,000	NO
2012	\$24,000	\$0	\$0	\$24,000	NO
2011	\$24,000	\$0	\$0	\$24,000	NO
2010	\$24,000	\$0	\$0	\$24,000	NO
2009	\$24,000	\$0	\$0	\$24,000	NO
2008	\$24,000	\$0	\$0	\$24,000	NO
2007	\$24,000	\$0	\$0	\$24,000	NO
2006	\$22,000	\$0	\$0	\$22,000	NO
2005	\$22,000	\$0	\$0	\$22,000	NO
2004	\$13,420	\$0	\$0	\$13,420	NO
2003	\$13,420	\$0	\$0	\$13,420	NO
2002	\$8,540	\$0	\$0	\$8,540	NO
2001	\$7,748	\$0	\$0	\$7,748	NO

**Levy Information**

Levy Information 2012 View Past Levy Information		
Fund	Description	Levy
1	COUNTY LEVY	0.299901
127	PAPILLION/LA VISTA SCHOOL	0.09667
183	SCHL DIST 27 BOND 2	0.025863
185	SCHL DIST 27 BOND 3	0.111892
186	SCHL DIST 27 BOND 4	0.057852
199	LEARN COMM-GENERAL	0.95
202	ELEM LEARN COM	0.01
425	LAVISTA CITY	0.49
426	LAVISTA CITY BOND	0.06
501	PAPIO NATURAL RESRCE	0.030606
502	PAPIO NRD BOND	0.002147
801	METRO COMMUNITY COLL	0.085
901	AGRICULTURAL SOCIETY	0.001358
1003	ED SERVICE UNIT 3	0.016057
	<b>Total Levy</b>	<b>2.237346</b>

Treasurer Information	
Property Class	1000
Mortgage Company #	
Mortgage Company	
Exemption Code	
Specials	THERE IS/ARE 9 OUTSTANDING SPECIAL(S) ON THE PROPERTY.
Tax Sales	DELINQUENT TAX SALE(S) ON FILE. CALL 402-593-2138 BEFORE MAKING PAYMENT.
Tax Sale #	11149
Redemption #	
Forclosure #	
Foreclosure Date	
Exemption Amount	
Tax Sale Date	3/10/2011
Redemption Date	

**Tax Information**  
 \*Click Statement Number to see Treasurer information for paying your taxes with a credit card or  
 Echeck or to print your receipt for a payment you have made by mail or online.

Year	Statement	Tax District	Source	Taxes Due	Total Due	Balance
2012	<a href="#">2012-011574501</a>	27044	REAL	\$519.80	\$519.80	\$0.00
2011	<a href="#">2011-0029709RP</a>	27044	REAL	\$518.98	\$518.98	\$0.00
2010	<a href="#">2010-0030928RP</a>	27044	REAL	\$510.56	\$510.56	\$0.00
2009	<a href="#">2009-0033471RP</a>	27044	REAL	\$506.48	\$506.48	\$0.00
2008	<a href="#">2008-0035913RP</a>	27044	REAL	\$496.86	\$496.86	\$0.00
2007	<a href="#">2007-0039330RP</a>	27044	REAL	\$492.78	\$492.78	\$0.00
2006	<a href="#">2006-0043171RP</a>	27044	REAL	\$467.00	\$467.00	\$0.00
2005	<a href="#">2005-0047717RP</a>	27044	REAL	\$465.96	\$465.96	\$0.00
2004	<a href="#">2004-0038968RP</a>	27044	REAL	\$295.08	\$295.08	\$0.00
2003	<a href="#">2003-1574501RP</a>	27044	REAL	\$304.96	\$304.96	\$0.00
2002	<a href="#">2002-1574501RP</a>	27044	REAL	\$180.58	\$180.58	\$0.00
2001	<a href="#">2001-1574501RP</a>	27044	REAL	\$163.74	\$163.74	\$0.00

Active

Parcel Number: 011574524  
 Location: 10204 BRENWOOD DR  
 Owner: EAST VILLAS LLC  
 C/O  
 Mail Address: 911 KILLARNEY DR  
 PAPHILLION NE 68046-7057  
 Legal: LOT 177 VAL VISTA  
 Tax District: 27044  
 Map #: 2959-16-3-30045-000-0177



Click Picture/Sketch for Larger View.  
 Use arrows to view Picture/Sketch.

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**Residential Information for 1 January Roll Year 2013**

City	Zoning	Overlay Dist.	Jurisdiction	School	Police
La Vista	R-2 - Two-Family Residential	Null	LaVista	Papillion-La Vista	La Vista Police
Fire	Voting Precinct	Congressional Dist.	State Legislative Dist.	District	Commissioner
La Vista Fire 2	31	District 2	District 14	District 2	Jim Thompson
City Ward					
La Vista Ward 4					

Style:  
 Year Built: #Bedrooms above Grade  
 #Bathrooms Above Grade Total Sqft  
 Total Bsmt Finish Sqft 0 Bsmt Total Sqft  
 Garage Type Garage Sqft

Lot Depth	1	Lot Width	7446.56
Exterior 1		Exterior 2	
Roofing	N/A		

Misc	
Description	Sqft or Quantity

Sales Information (Updated 10/29/2013)				
Sale Date B & P	Grantor	Grantee	Total Sale Price	Adjusted Sale Price
8/3/2004 2004-33233	EAST CONSTRUCTION INC 8208 S 109TH ST LA VISTA NE 68128-0000	EAST VILLAS LLC 8208 S 109TH ST LA VISTA NE 68128-	\$484,450	\$484,450
3/29/2004 2004-14376	VAL VISTA LLC C/O BOYER YOUNG 9805 GILES RD LA VISTA NE 68128-2932	EAST CONSTRUCTION INC 8208 S 109TH ST LA VISTA NE 68128-0000	\$444,050	\$444,050

Valuation Information					
Valuation PV = Partial Valuation					
Roll Year	Land Value	Impr Value	Outbuildings	Total Value	PV
2013	\$24,000	\$0	\$0	\$24,000	NO
2012	\$24,000	\$0	\$0	\$24,000	NO
2011	\$24,000	\$0	\$0	\$24,000	NO
2010	\$24,000	\$0	\$0	\$24,000	NO
2009	\$24,000	\$0	\$0	\$24,000	NO
2008	\$24,000	\$0	\$0	\$24,000	NO
2007	\$24,000	\$0	\$0	\$24,000	NO
2006	\$24,000	\$0	\$0	\$24,000	NO
2005	\$24,000	\$0	\$0	\$24,000	NO
2004	\$14,640	\$0	\$0	\$14,640	NO
2003	\$14,640	\$0	\$0	\$14,640	NO
2002	\$8,540	\$0	\$0	\$8,540	NO
2001	\$7,748	\$0	\$0	\$7,748	NO

Levy Information		
Levy Information 2012 View Past Levy Information		
Fund	Description	Levy
1	COUNTY LEVY	0.299901
127	PAPILLION/LA VISTA SCHOOL	0.09667
183	SCHL DIST 27 BOND 2	0.025863
185	SCHL DIST 27 BOND 3	0.111892
186	SCHL DIST 27 BOND 4	0.057852
199	LEARN COMM-GENERAL	0.95
202	ELEM LEARN COM	0.01
425	LAVISTA CITY	0.49
426	LAVISTA CITY BOND	0.06
501	PAPIO NATURAL RESRCE	0.030606
502	PAPIO NRD BOND	0.002147
801	METRO COMMUNITY COLL	0.085
901	AGRICULTURAL SOCIETY	0.001358
1003	ED SERVICE UNIT 3	0.016057
	<b>Total Levy</b>	<b>2.237346</b>

**Treasurer Information**

Property Class	1000	Forclosure #	
Mortgage Company #		Foreclosure Date	
Mortgage Company			
Exemption Code		Exemption Amount	
Specials	THERE IS/ARE 8 OUTSTANDING SPECIAL(S) ON THE PROPERTY.		
Tax Sales	No Tax Sale Entry(s) Found or All Tax Sales Entry(s) Redeemed.		
Tax Sale #	6629	Tax Sale Date	3/9/2005
Redemption #	8886629	Redemption Date	4/24/2012

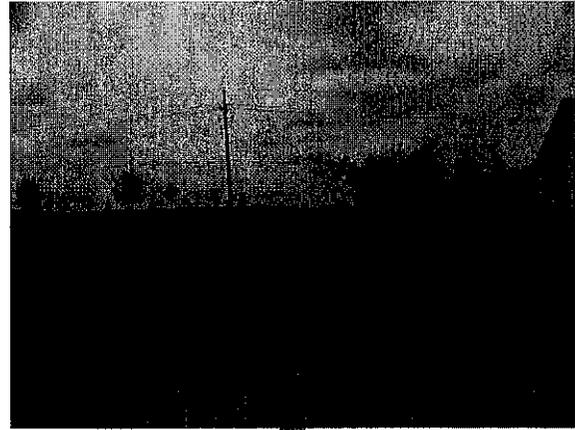
**Tax Information**

\*Click Statement Number to see Treasurer information for paying your taxes with a credit card or Echeck or to print your receipt for a payment you have made by mail or online.

Year	Statement	Tax District	Source	Taxes Due	Total Due	Balance
2012	<a href="#">2012-011574524</a>	27044	REAL	\$519.80	\$519.80	\$519.80
2011	<a href="#">2011-0029717RP</a>	27044	REAL	\$518.98	\$518.98	\$518.98
2010	<a href="#">2010-0030936RP</a>	27044	REAL	\$510.56	\$510.56	\$510.56
2009	<a href="#">2009-0033480RP</a>	27044	REAL	\$506.48	\$506.48	\$506.48
2008	<a href="#">2008-0035923RP</a>	27044	REAL	\$496.86	\$496.86	\$496.86
2007	<a href="#">2007-0039340RP</a>	27044	REAL	\$492.78	\$492.78	\$492.78
2006	<a href="#">2006-0043182RP</a>	27044	REAL	\$509.44	\$509.44	\$509.44
2005	<a href="#">2005-0047731RP</a>	27044	REAL	\$508.32	\$508.32	\$508.32
2004	<a href="#">2004-0038988RP</a>	27044	REAL	\$321.90	\$321.90	\$321.90
2003	<a href="#">2003-1574524RP</a>	27044	REAL	\$332.68	\$332.68	\$166.34
2002	<a href="#">2002-1574524RP</a>	27044	REAL	\$180.58	\$180.58	\$0.00
2001	<a href="#">2001-1574524RP</a>	27044	REAL	\$163.74	\$163.74	\$0.00

**Active**

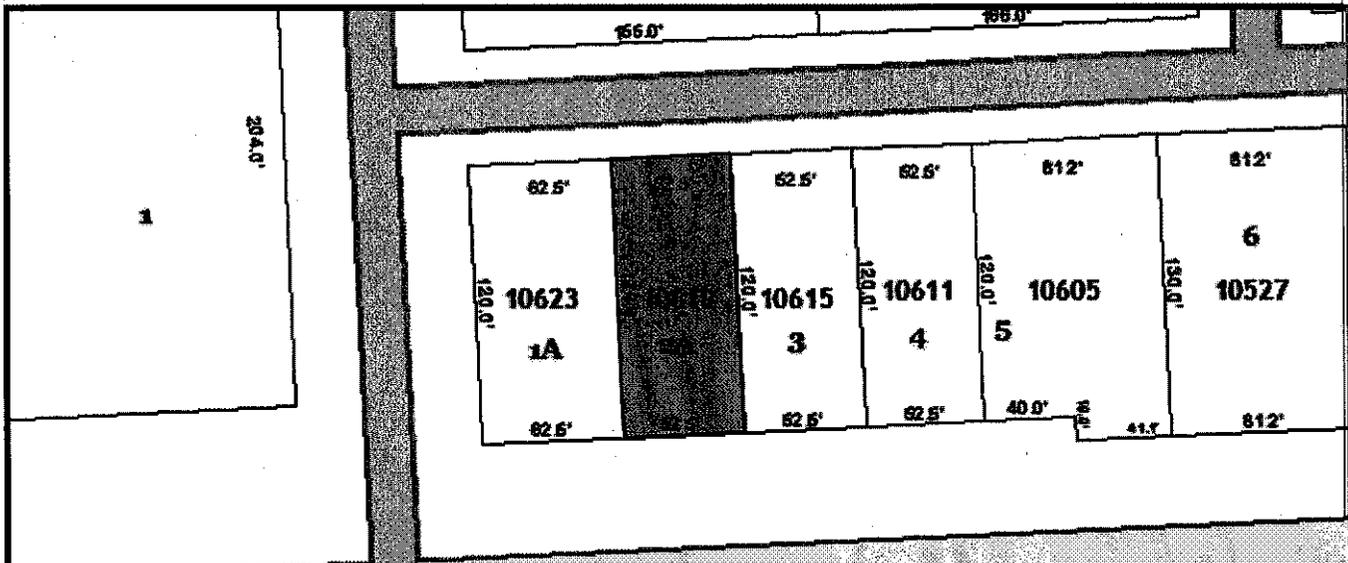
Parcel Number: 011574349  
 Location: 10619 HILLCREST DR  
 Owner: BT PROPERTIES LLC  
 C/O  
 Mail Address: 18002 COTTONWOOD LN  
 SPRINGFIELD NE 68059-  
 Legal: LOT 2A VAL VISTA  
 Tax District: 27044  
 Map #: 2959-16-3-30045-000-0002



Click Picture/Sketch for Larger View.  
 Use arrows to view Picture/Sketch.

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Residential Information for 1 January Roll Year 2013



City	Zoning	Overlay Dist.	Jurisdiction	School	Police	
La Vista	R-2 - Two-Family Residential	Null	LaVista	Papillion-La Vista	La Vista Police	
Fire	Voting Precinct	Congressional Dist.	State Legislative Dist.	District	Commissioner	City Ward
La Vista Fire 2	31	District 2	District 14	District 2	Jim Thompson	La Vista Ward 4

Style:  
 Year Built: #Bedrooms above Grade  
 #Bathrooms Above Grade Total Sqft  
 Total Bsmt Finish Sqft 0 Bsmt Total Sqft  
 Garage Type Garage Sqft

Lot Depth	1	Lot Width	6297.638
Exterior 1		Exterior 2	
Roofing	N/A		

Misc	
Description	Sqft or Quantity

**Sales Information (Updated 10/29/2013)**

Sale Date B & P	Grantor	Grantee	Total Sale Price	Adjusted Sale Price
10/15/2013 2013-32313	VANDELAY INVESTMENTS LLC PO BOX 22151 LINCOLN NE 68542-	BT PROPERTIES LLC 18002 COTTONWOOD LN SPRINGFIELD NE 68059-	\$12,000	\$12,000
8/12/2013 2013-25912	EAST VILLAS LLC 911 KILLARNEY DR PAPILLION NE 68046-7057	VANDELAY INVESTMENTS LLC PO BOX 22151 LINCOLN NE 68542-	\$0	\$0
10/21/2002 2002-49393	VAL VISTA LLC C/O BOYER YOUNG 9805 GILES RD LA VISTA NE 68128-2932	EAST VILLAS LLC 8208 S 109TH ST LA VISTA NE 68128-	\$492,900	\$492,900

**Valuation Information**

Valuation PV = Partial Valuation					
Roll Year	Land Value	Impr Value	Outbuildings	Total Value	PV
2013	\$19,000	\$0	\$0	\$19,000	NO
2012	\$19,000	\$0	\$0	\$19,000	NO
2011	\$19,000	\$0	\$0	\$19,000	NO
2010	\$19,000	\$0	\$0	\$19,000	NO
2009	\$19,000	\$0	\$0	\$19,000	NO
2008	\$19,000	\$0	\$0	\$19,000	NO
2007	\$22,000	\$0	\$0	\$22,000	NO
2006	\$22,000	\$0	\$0	\$22,000	NO
2005	\$22,000	\$0	\$0	\$22,000	NO
2004	\$22,000	\$0	\$0	\$22,000	NO
2003	\$22,000	\$0	\$0	\$22,000	NO
2002	\$8,540	\$0	\$0	\$8,540	NO
2001	\$7,748	\$0	\$0	\$7,748	NO

**Levy Information**

Levy Information 2012 View Past Levy Information		
Fund	Description	Levy
1	COUNTY LEVY	0.299901
127	PAPILLION/LA VISTA SCHOOL	0.09667
183	SCHL DIST 27 BOND 2	0.025863
185	SCHL DIST 27 BOND 3	0.111892
186	SCHL DIST 27 BOND 4	0.057852
199	LEARN COMM-GENERAL	0.95
202	ELEM LEARN COM	0.01
425	LAVISTA CITY	0.49
426	LAVISTA CITY BOND	0.06
501	PAPIO NATURAL RESRCE	0.030606
502	PAPIO NRD BOND	0.002147
801	METRO COMMUNITY COLL	0.085
901	AGRICULTURAL SOCIETY	0.001358
1003	ED SERVICE UNIT 3	0.016057
	<b>Total Levy</b>	<b>2.237346</b>

**Treasurer Information**

Property Class 1000 Forclosure #  
 Mortgage Foreclosure  
 Company # Date  
 Mortgage  
 Company  
 Exemption Code Exemption  
 Amount  
 Specials THERE IS/ARE 0 OUTSTANDING SPECIAL(S) ON THE PROPERTY.  
 Tax Sales No Tax Sale Entry(s) Found or All Tax Sales Entry(s) Redeemed.  
 Tax Sale # 10379 Tax Sale Date 3/3/2010  
 Redemption # 99910379 Redemption  
 Date 8/12/2013

**Tax Information**

\*Click Statement Number to see Treasurer information for paying your taxes with a credit card or Echeck or to print your receipt for a payment you have made by mail or online.

Year	Statement	Tax District	Source	Taxes Due	Total Due	Balance
2012	<a href="#">2012-011574349</a>	27044	REAL	\$411.52	\$411.52	\$0.00
2011	<a href="#">2011-0030748RP</a>	27044	REAL	\$410.86	\$410.86	\$0.00
2010	<a href="#">2010-0032031RP</a>	27044	REAL	\$404.20	\$404.20	\$0.00
2009	<a href="#">2009-0034653RP</a>	27044	REAL	\$400.98	\$400.98	\$0.00
2008	<a href="#">2008-0037405RP</a>	27044	REAL	\$393.36	\$393.36	\$0.00
2007	<a href="#">2007-0040981RP</a>	27044	REAL	\$451.72	\$451.72	\$0.00
2006	<a href="#">2006-0045280RP</a>	27044	REAL	\$467.00	\$467.00	\$0.00
2005	<a href="#">2005-0050360RP</a>	27044	REAL	\$465.96	\$465.96	\$0.00
2004	<a href="#">2004-0045416RP</a>	27044	REAL	\$483.72	\$483.72	\$0.00
2003	<a href="#">2003-1574349RP</a>	27044	REAL	\$499.94	\$499.94	\$0.00
2002	<a href="#">2002-1574349RP</a>	27044	REAL	\$180.58	\$180.58	\$0.00
2001	<a href="#">2001-1574349RP</a>	27044	REAL	\$163.74	\$163.74	\$0.00

November 7, 2013

VANDELAY INVESTMENTS  
PO BOX 22151  
Lincoln, NE 68542

To Whom It May Concern;

On July 22, 2013 the properties listed below were in violation of the City of La Vista's Municipal Code, Section 133.01, weeds and grass.

10202 Brentwood Drive La Vista, NE  
10208 Brentwood Drive La Vista, NE  
10216 Brentwood Drive La Vista, NE  
10611 Hillcrest Drive La Vista, NE  
10615 Hillcrest Drive La Vista, NE

On July 24, 2013, the Public Works Department mowed the property. The cost of \$168.11 per property was incurred by the City for the cleanup. The cost breakdown is as follows:

Administrative Fee	\$50.00 per property	\$	250.00
<u>Mowing Costs</u>			
Labor	\$47.11 per property	\$	235.55
Equipment Cost	\$71.00 per property	\$	355.00
TOTAL	\$168.11 per property	\$	<u>840.55</u>

Please remit \$840.55, payable to the City of La Vista, 8116 Park View Blvd., La Vista, Nebraska 68128, within 30 days. If payment is not received within 30 days of issuance of this statement, the City Council will, on December 17, 2013, take action to file the above referenced cost with the Sarpy County Treasurer as a special assessment for improvements against your property.

Thank you for your attention to this matter.

Sincerely,

Pamela Buethe, CMC  
City Clerk

**Active**

Parcel Number: 011574525  
 Location: 10202 BRENTWOOD DR  
 Owner: VANDELAY INVESTMENTS LLC  
 C/O  
 Mail Address: PO BOX 22151  
 LINCOLN NE 68542-  
 Legal: LOT 178 VAL VISTA  
 Tax District: 27044  
 Map #: 2959-16-3-30045-000-0178



Click Picture/Sketch for Larger View.  
 Use arrows to view Picture/Sketch.

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**Residential Information for 1 January Roll Year 2013**

<b>City</b>	<b>Zoning</b>	<b>Overlay Dist.</b>	<b>Jurisdiction</b>	<b>School</b>	<b>Police</b>	
La Vista	R-1 - Single Family Residential	Null	LaVista	Papillion-La Vista	La Vista Police	
<b>Fire</b>	<b>Voting Precinct</b>	<b>Congressional Dist.</b>	<b>State Legislative Dist.</b>	<b>District</b>	<b>Commissioner</b>	<b>City Ward</b>
La Vista Fire 2	31	District 2	District 14	District 2	Jim Thompson	La Vista Ward 4

**Style:**

Year Built:	# Bedrooms above Grade
# Bathrooms Above Grade	Total Sqft
Total Bsmt Finish Sqft 0	Bsmt Total Sqft
Garage Type	Garage Sqft

Lot Depth	1	Lot Width	10853.86
Exterior 1		Exterior 2	
Roofing	N/A		

Misc	
Description	Sqft or Quantity

Sales Information (Updated 10/29/2013)				
Sale Date B & P	Grantor	Grantee	Total Sale Price	Adjusted Sale Price
3/18/2013 2013-24748	EAST VILLAS LLC 911 KILLARNEY DR PAPILLION NE 68046-7057	VANDELAY INVESTMENTS LLC PO BOX 22151 LINCOLN NE 68542-	\$18,335	\$18,335
8/3/2004 2004-33233	EAST CONSTRUCTION INC 8208 S 109TH ST LA VISTA NE 68128-0000	EAST VILLAS LLC 8208 S 109TH ST LA VISTA NE 68128-	\$484,450	\$484,450
3/29/2004 2004-14376	VAL VISTA LLC C/O BOYER YOUNG 9805 GILES RD LA VISTA NE 68128-2932	EAST CONSTRUCTION INC 8208 S 109TH ST LA VISTA NE 68128-0000	\$444,050	\$444,050

Valuation Information					
Valuation PV = Partial Valuation					
Roll Year	Land Value	Impr Value	Outbuildings	Total Value	PV
2013	\$24,000	\$0	\$0	\$24,000	NO
2012	\$24,000	\$0	\$0	\$24,000	NO
2011	\$24,000	\$0	\$0	\$24,000	NO
2010	\$24,000	\$0	\$0	\$24,000	NO
2009	\$24,000	\$0	\$0	\$24,000	NO
2008	\$24,000	\$0	\$0	\$24,000	NO
2007	\$24,000	\$0	\$0	\$24,000	NO
2006	\$24,000	\$0	\$0	\$24,000	NO
2005	\$24,000	\$0	\$0	\$24,000	NO
2004	\$14,640	\$0	\$0	\$14,640	NO
2003	\$14,640	\$0	\$0	\$14,640	NO
2002	\$8,540	\$0	\$0	\$8,540	NO
2001	\$7,748	\$0	\$0	\$7,748	NO

Levy Information		
Levy Information 2012 View Past Levy Information		
Fund	Description	Levy
1	COUNTY LEVY	0.299901
127	PAPILLION/LA VISTA SCHOOL	0.09667
183	SCHL DIST 27 BOND 2	0.025863
185	SCHL DIST 27 BOND 3	0.111892
186	SCHL DIST 27 BOND 4	0.057852
199	LEARN COMM-GENERAL	0.95
202	ELEM LEARN COM	0.01
425	LAVISTA CITY	0.49
426	LAVISTA CITY BOND	0.06
501	PAPIO NATURAL RESRCE	0.030606
502	PAPIO NRD BOND	0.002147
801	METRO COMMUNITY COLL	0.085
901	AGRICULTURAL SOCIETY	0.001358
1003	ED SERVICE UNIT 3	0.016057
	<b>Total Levy</b>	<b>2.237346</b>

Treasurer Information	
Property Class	1000
Mortgage Company #	
Mortgage Company	
Exemption Code	
Specials	THERE IS/ARE 1 OUTSTANDING SPECIAL(S) ON THE PROPERTY.
Tax Sales	No Tax Sale Entry(s) Found or All Tax Sales Entry(s) Redeemed.
Tax Sale #	9959
Redemption #	9999959
Foreclosure #	
Foreclosure Date	
Exemption Amount	
Tax Sale Date	3/5/2009
Redemption Date	8/1/2013

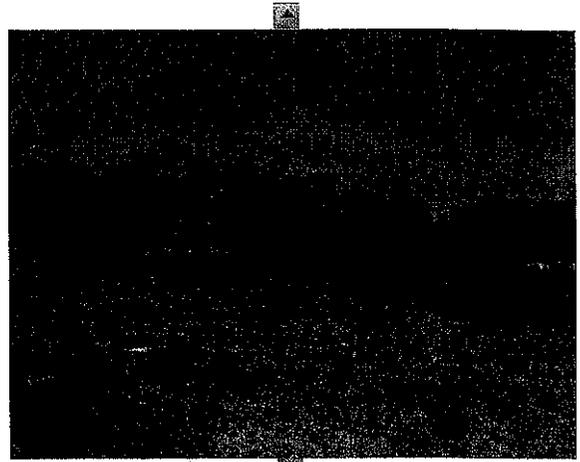
**Tax Information**

\*Click Statement Number to see Treasurer information for paying your taxes with a credit card or Echeck or to print your receipt for a payment you have made by mail or online.

Year	Statement	Tax District	Source	Taxes Due	Total Due	Balance
2012	<a href="#">2012-011574525</a>	27044	REAL	\$519.80	\$519.80	\$519.80
2011	<a href="#">2011-0029718RP</a>	27044	REAL	\$518.98	\$518.98	\$518.98
2010	<a href="#">2010-0030937RP</a>	27044	REAL	\$510.56	\$510.56	\$510.56
2009	<a href="#">2009-0033481RP</a>	27044	REAL	\$506.48	\$506.48	\$0.00
2008	<a href="#">2008-0035924RP</a>	27044	REAL	\$496.86	\$496.86	\$0.00
2007	<a href="#">2007-0039341RP</a>	27044	REAL	\$492.78	\$492.78	\$0.00
2006	<a href="#">2006-0043183RP</a>	27044	REAL	\$509.44	\$509.44	\$0.00
2005	<a href="#">2005-0047732RP</a>	27044	REAL	\$508.32	\$508.32	\$0.00
2004	<a href="#">2004-0043137RP</a>	27044	REAL	\$321.90	\$321.90	\$0.00
2003	<a href="#">2003-1574525RP</a>	27044	REAL	\$332.68	\$332.68	\$0.00
2002	<a href="#">2002-1574525RP</a>	27044	REAL	\$180.58	\$180.58	\$0.00
2001	<a href="#">2001-1574525RP</a>	27044	REAL	\$163.74	\$163.74	\$0.00

**Active**

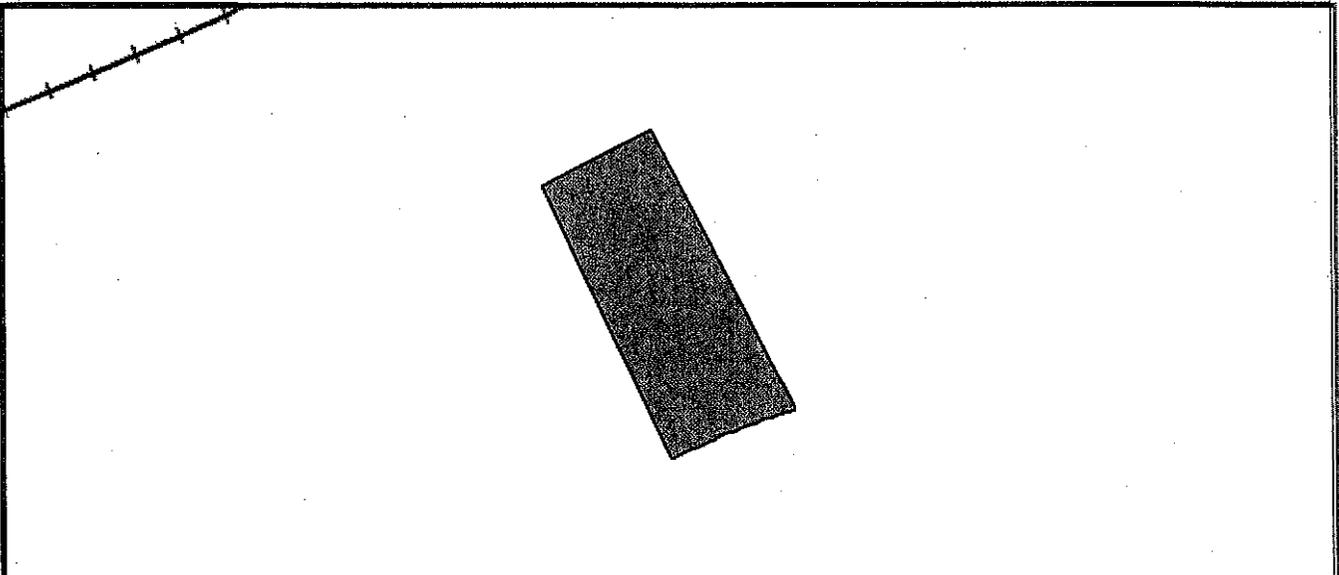
Parcel Number: 011574523  
 Location: 10208 BRENTWOOD DR  
 Owner: VANDELAY INVESTMENTS LLC  
 C/O  
 Mail Address: PO BOX 22151  
 LINCOLN NE 68542-  
 Legal: LOT 176 VAL VISTA  
 Tax District: 27044  
 Map #: 2959-16-3-30045-000-0176



Click Picture/Sketch for Larger View.  
 Use arrows to view Picture/Sketch.

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Residential Information for 1 January Roll Year 2013



Style:	#Bedrooms above Grade
Year Built:	Total Sqft
#Bathrooms Above Grade	Bsmt Total Sqft
Total Bsmt Finish Sqft 0	Garage Sqft
Garage Type	

Lot Depth	1	Lot Width	7298.836
Exterior 1		Exterior 2	
Roofing	N/A		

Misc	
Description	Sqft or Quantity

Sales Information (Updated 10/29/2013)				
Sale Date B & P	Grantor	Grantee	Total Sale Price	Adjusted Sale Price
3/18/2013 2013-24748	EAST VILLAS LLC 911 KILLARNEY DR PAPILLION NE 68046-7057	VANDELAY INVESTMENTS LLC PO BOX 22151 LINCOLN NE 68542-	\$18,335	\$18,335
8/3/2004 2004-33233	EAST CONSTRUCTION INC 8208 S 109TH ST LA VISTA NE 68128-0000	EAST VILLAS LLC 8208 S 109TH ST LA VISTA NE 68128-	\$484,450	\$484,450
3/29/2004 2004-14376	VAL VISTA LLC C/O BOYER YOUNG 9805 GILES RD LA VISTA NE 68128-2932	EAST CONSTRUCTION INC 8208 S 109TH ST LA VISTA NE 68128-0000	\$444,050	\$444,050

Valuation Information					
Valuation					
PV = Partial Valuation					
Roll Year	Land Value	Impr Value	Outbuildings	Total Value	PV
2013	\$24,000	\$0	\$0	\$24,000	NO
2012	\$24,000	\$0	\$0	\$24,000	NO
2011	\$24,000	\$0	\$0	\$24,000	NO
2010	\$24,000	\$0	\$0	\$24,000	NO
2009	\$24,000	\$0	\$0	\$24,000	NO
2008	\$24,000	\$0	\$0	\$24,000	NO
2007	\$24,000	\$0	\$0	\$24,000	NO
2006	\$24,000	\$0	\$0	\$24,000	NO
2005	\$24,000	\$0	\$0	\$24,000	NO
2004	\$14,640	\$0	\$0	\$14,640	NO
2003	\$14,640	\$0	\$0	\$14,640	NO
2002	\$8,540	\$0	\$0	\$8,540	NO
2001	\$7,748	\$0	\$0	\$7,748	NO

Levy Information		
Levy Information 2012		
View Past Levy Information		
Fund	Description	Levy
1	COUNTY LEVY	0.299901
127	PAPILLION/LA VISTA SCHOOL	0.09667
183	SCHL DIST 27 BOND 2	0.025863
185	SCHL DIST 27 BOND 3	0.111892
186	SCHL DIST 27 BOND 4	0.057852
199	LEARN COMM-GENERAL	0.95
202	ELEM LEARN COM	0.01
425	LAVISTA CITY	0.49
426	LAVISTA CITY BOND	0.06
501	PAPIO NATURAL RESRCE	0.030606
502	PAPIO NRD BOND	0.002147
801	METRO COMMUNITY COLL	0.085
901	AGRICULTURAL SOCIETY	0.001358
1003	ED SERVICE UNIT 3	0.016057
	<b>Total Levy</b>	<b>2.237346</b>

Treasurer Information	
Property Class	1000
Mortgage Company #	
Mortgage Company	
Exemption Code	
Specials	THERE IS/ARE 1 OUTSTANDING SPECIAL(S) ON THE PROPERTY.
Tax Sales	No Tax Sale Entry(s) Found or All Tax Sales Entry(s) Redeemed.
Tax Sale #	9197
Redemption #	9999197
Foreclosure #	
Foreclosure Date	
Exemption Amount	
Tax Sale Date	11/12/2008
Redemption Date	8/1/2013

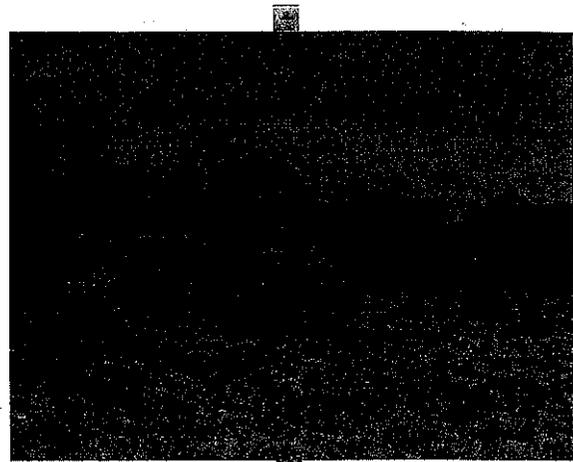
**Tax Information**

\*Click Statement Number to see Treasurer information for paying your taxes with a credit card or Echeck or to print your receipt for a payment you have made by mail or online.

Year	Statement	Tax District	Source	Taxes Due	Total Due	Balance
2012	<a href="#">2012-011574523</a>	27044	REAL	\$519.80	\$519.80	\$519.80
2011	<a href="#">2011-0029716RP</a>	27044	REAL	\$518.98	\$518.98	\$518.98
2010	<a href="#">2010-0030935RP</a>	27044	REAL	\$510.56	\$510.56	\$510.56
2009	<a href="#">2009-0033479RP</a>	27044	REAL	\$506.48	\$506.48	\$253.24
2008	<a href="#">2008-0035922RP</a>	27044	REAL	\$496.86	\$496.86	\$0.00
2007	<a href="#">2007-0039339RP</a>	27044	REAL	\$492.78	\$492.78	\$0.00
2006	<a href="#">2006-0043181RP</a>	27044	REAL	\$509.44	\$509.44	\$0.00
2005	<a href="#">2005-0047730RP</a>	27044	REAL	\$508.32	\$508.32	\$0.00
2004	<a href="#">2004-0038987RP</a>	27044	REAL	\$321.90	\$321.90	\$0.00
2003	<a href="#">2003-1574523RP</a>	27044	REAL	\$332.68	\$332.68	\$0.00
2002	<a href="#">2002-1574523RP</a>	27044	REAL	\$180.58	\$180.58	\$0.00
2001	<a href="#">2001-1574523RP</a>	27044	REAL	\$163.74	\$163.74	\$0.00

Active

Parcel Number: 011574522  
 Location: 10216 BRENTWOOD DR  
 Owner: VANDELAY INVESTMENTS LLC  
 C/O  
 Mail Address: PO BOX 22151  
 LINCOLN NE 68542-  
 Legal: LOT 175 VAL VISTA  
 Tax District: 27044  
 Map #: 2959-16-3-30045-000-0175



Click Picture/Sketch for Larger View.  
 Use arrows to view Picture/Sketch.

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Residential Information for 1 January Roll Year 2013

City	Zoning	Overlay Dist.	Jurisdiction	School	Police	
La Vista	R-2 - Two-Family Residential	Null	LaVista	Papillion-La Vista	La Vista Police	
Fire	Voting Precinct	Congressional Dist.	State Legislative Dist.	District	Commissioner	City Ward
La Vista Fire 2	31	District 2	District 14	District 2	Jim Thompson	La Vista Ward 4

Style:  
 Year Built: #Bedrooms above Grade  
 #Bathrooms Above Grade Total Sqft  
 Total Bsmt Finish Sqft 0 Bsmt Total Sqft  
 Garage Type Garage Sqft

Lot Depth	1	Lot Width	7216.004
Exterior 1		Exterior 2	
Roofing	N/A		

Misc	
Description	Sqft or Quantity

Sales Information (Updated 10/29/2013)				
Sale Date B & P	Grantor	Grantee	Total Sale Price	Adjusted Sale Price
3/18/2013 2013-24748	EAST VILLAS LLC 911 KILLARNEY DR PAPILLION NE 68046-7057	VANDELAY INVESTMENTS LLC PO BOX 22151 LINCOLN NE 68542-	\$18,335	\$18,335
8/3/2004 2004-33233	EAST CONSTRUCTION INC 8208 S 109TH ST LA VISTA NE 68128-0000	EAST VILLAS LLC 8208 S 109TH ST LA VISTA NE 68128-	\$484,450	\$484,450
3/29/2004 2004-14376	VAL VISTA LLC C/O BOYER YOUNG 9805 GILES RD LA VISTA NE 68128-2932	EAST CONSTRUCTION INC 8208 S 109TH ST LA VISTA NE 68128-0000	\$444,050	\$444,050

Valuation Information					
Valuation PV = Partial Valuation					
Roll Year	Land Value	Impr Value	Outbuildings	Total Value	PV
2013	\$24,000	\$0	\$0	\$24,000	NO
2012	\$24,000	\$0	\$0	\$24,000	NO
2011	\$24,000	\$0	\$0	\$24,000	NO
2010	\$24,000	\$0	\$0	\$24,000	NO
2009	\$24,000	\$0	\$0	\$24,000	NO
2008	\$24,000	\$0	\$0	\$24,000	NO
2007	\$24,000	\$0	\$0	\$24,000	NO
2006	\$24,000	\$0	\$0	\$24,000	NO
2005	\$24,000	\$0	\$0	\$24,000	NO
2004	\$14,640	\$0	\$0	\$14,640	NO
2003	\$14,640	\$0	\$0	\$14,640	NO
2002	\$8,540	\$0	\$0	\$8,540	NO
2001	\$7,748	\$0	\$0	\$7,748	NO

Levy Information		
Levy Information 2012 View Past Levy Information		
Fund	Description	Levy
1	COUNTY LEVY	0.299901
127	PAPILLION/LA VISTA SCHOOL	0.09667
183	SCHL DIST 27 BOND 2	0.025863
185	SCHL DIST 27 BOND 3	0.111892
186	SCHL DIST 27 BOND 4	0.057852
199	LEARN COMM-GENERAL	0.95
202	ELEM LEARN COM	0.01
425	LAVISTA CITY	0.49
426	LAVISTA CITY BOND	0.06
501	PAPIO NATURAL RESRCE	0.030606
502	PAPIO NRD BOND	0.002147
801	METRO COMMUNITY COLL	0.085
901	AGRICULTURAL SOCIETY	0.001358
1003	ED SERVICE UNIT 3	0.016057
	<b>Total Levy</b>	<b>2.237346</b>

**Treasurer Information**

Property Class	1000	Foreclosure #	
Mortgage Company #		Foreclosure Date	
Mortgage Company			
Exemption Code		Exemption Amount	
Specials	THERE IS/ARE 1 OUTSTANDING SPECIAL(S) ON THE PROPERTY.		
Tax Sales	No Tax Sale Entry(s) Found or All Tax Sales Entry(s) Redeemed.		
Tax Sale #	9196	Tax Sale Date	11/12/2008
Redemption #	9999196	Redemption Date	8/1/2013

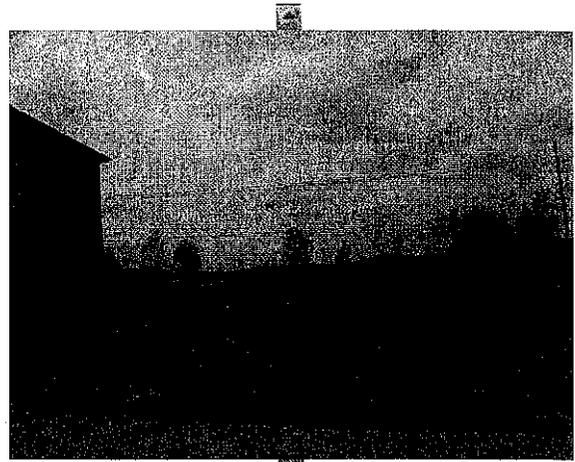
**Tax Information**

\*Click Statement Number to see Treasurer information for paying your taxes with a credit card or Echeck or to print your receipt for a payment you have made by mail or online.

Year	Statement	Tax District	Source	Taxes Due	Total Due	Balance
2012	<a href="#">2012-011574522</a>	27044	REAL	\$519.80	\$519.80	\$519.80
2011	<a href="#">2011-0029715RP</a>	27044	REAL	\$518.98	\$518.98	\$518.98
2010	<a href="#">2010-0030934RP</a>	27044	REAL	\$510.56	\$510.56	\$510.56
2009	<a href="#">2009-0033478RP</a>	27044	REAL	\$506.48	\$506.48	\$253.24
2008	<a href="#">2008-0035921RP</a>	27044	REAL	\$496.86	\$496.86	\$0.00
2007	<a href="#">2007-0039338RP</a>	27044	REAL	\$492.78	\$492.78	\$0.00
2006	<a href="#">2006-0043180RP</a>	27044	REAL	\$509.44	\$509.44	\$0.00
2005	<a href="#">2005-0047729RP</a>	27044	REAL	\$508.32	\$508.32	\$0.00
2004	<a href="#">2004-0038986RP</a>	27044	REAL	\$321.90	\$321.90	\$0.00
2003	<a href="#">2003-1574522RP</a>	27044	REAL	\$332.68	\$332.68	\$0.00
2002	<a href="#">2002-1574522RP</a>	27044	REAL	\$180.58	\$180.58	\$0.00
2001	<a href="#">2001-1574522RP</a>	27044	REAL	\$163.74	\$163.74	\$0.00

**Active**

Parcel Number: 011574351  
 Location: 10611 HILLCREST DR  
 Owner: BT PROPERTIES LLC  
 C/O  
 Mail Address: 18002 COTTONWOOD LN  
 SPRINGFIELD NE 68059-  
 Legal: LOT 4 VAL VISTA  
 Tax District: 27044  
 Map #: 2959-16-3-30045-000-0004



Click Picture/Sketch for Larger View.  
 Use arrows to view Picture/Sketch.

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Residential Information for 1 January Roll Year 2013

<b>City</b>	<b>Zoning</b>	<b>Overlay Dist.</b>	<b>Jurisdiction</b>	<b>School</b>	<b>Police</b>	
La Vista	R-2 - Two-Family Residential	Null	LaVista	Papillion-La Vista	La Vista Police	
<b>Fire</b>	<b>Voting Precinct</b>	<b>Congressional Dist.</b>	<b>State Legislative Dist.</b>	<b>District</b>	<b>Commissioner</b>	<b>City Ward</b>
La Vista Fire 2	31	District 2	District 14	District 2	Jim Thompson	La Vista Ward 4

Style:  
 Year Built: #Bedrooms above Grade  
 #Bathrooms Above Grade Total Sqft  
 Total Bsmt Finish Sqft 0 Bsmt Total Sqft  
 Garage Type Garage Sqft

Lot Depth	1	Lot Width	6297.384
Exterior 1		Exterior 2	
Roofing	N/A		

Misc	
Description	Sqft or Quantity

Sales Information (Updated 10/29/2013)				
Sale Date B & P	Grantor	Grantee	Total Sale Price	Adjusted Sale Price
10/15/2013 2013-32312	VANDELAY INVESTMENTS LLC PO BOX 22151 LINCOLN NE 68542-	BT PROPERTIES LLC 18002 COTTONWOOD LN SPRINGFIELD NE 68059-	\$12,000	\$12,000
3/18/2013 2013-24745	EAST VILLAS LLC 911 KILLARNEY DR PAPILLION NE 68046-7057	VANDELAY INVESTMENTS LLC PO BOX 22151 LINCOLN NE 68542-	\$13,126	\$13,126
10/21/2002 2002-49393	VAL VISTA LLC C/O BOYER YOUNG 9805 GILES RD LA VISTA NE 68128-2932	EAST VILLAS LLC 8208 S 109TH ST LA VISTA NE 68128-	\$492,900	\$492,900

Valuation Information					
Valuation PV = Partial Valuation					
Roll Year	Land Value	Impr Value	Outbuildings	Total Value	PV
2013	\$19,000	\$0	\$0	\$19,000	NO
2012	\$19,000	\$0	\$0	\$19,000	NO
2011	\$19,000	\$0	\$0	\$19,000	NO
2010	\$19,000	\$0	\$0	\$19,000	NO
2009	\$19,000	\$0	\$0	\$19,000	NO
2008	\$19,000	\$0	\$0	\$19,000	NO
2007	\$22,000	\$0	\$0	\$22,000	NO
2006	\$22,000	\$0	\$0	\$22,000	NO
2005	\$22,000	\$0	\$0	\$22,000	NO
2004	\$22,000	\$0	\$0	\$22,000	NO
2003	\$22,000	\$0	\$0	\$22,000	NO
2002	\$8,540	\$0	\$0	\$8,540	NO
2001	\$7,748	\$0	\$0	\$7,748	NO

Levy Information		
Levy Information 2012 View Past Levy Information		
Fund	Description	Levy
1	COUNTY LEVY	0.299901
127	PAPILLION/LA VISTA SCHOOL	0.09667
183	SCHL DIST 27 BOND 2	0.025863
185	SCHL DIST 27 BOND 3	0.111892
186	SCHL DIST 27 BOND 4	0.057852
199	LEARN COMM-GENERAL	0.95
202	ELEM LEARN COM	0.01
425	LAVISTA CITY	0.49
426	LAVISTA CITY BOND	0.06
501	PAPIO NATURAL RESRCE	0.030606
502	PAPIO NRD BOND	0.002147
801	METRO COMMUNITY COLL	0.085
901	AGRICULTURAL SOCIETY	0.001358
1003	ED SERVICE UNIT 3	0.016057
	<b>Total Levy</b>	<b>2.237346</b>

Treasurer Information	
Property Class 1000	Foreclosure #
Mortgage Company #	Foreclosure Date
Mortgage Company	
Exemption Code	Exemption Amount
Specials	THERE IS/ARE 0 OUTSTANDING SPECIAL(S) ON THE PROPERTY.
Tax Sales	No Tax Sale Entry(s) Found or All Tax Sales Entry(s) Redeemed.
Tax Sale # 10040	Tax Sale Date 3/6/2009
Redemption # 9910040	Redemption Date 7/29/2013

Tax Information						
*Click Statement Number to see Treasurer information for paying your taxes with a credit card or Echeck or to print your receipt for a payment you have made by mail or online.						
Year	Statement	Tax District	Source	Taxes Due	Total Due	Balance
2012	<a href="#">2012-011574351</a>	27044	REAL	\$411.52	\$411.52	\$0.00
2011	<a href="#">2011-0026372RP</a>	27044	REAL	\$410.86	\$410.86	\$0.00
2010	<a href="#">2010-0027412RP</a>	27044	REAL	\$404.20	\$404.20	\$0.00
2009	<a href="#">2009-0029709RP</a>	27044	REAL	\$400.98	\$400.98	\$0.00
2008	<a href="#">2008-0031790RP</a>	27044	REAL	\$393.36	\$393.36	\$0.00
2007	<a href="#">2007-0034015RP</a>	27044	REAL	\$451.72	\$451.72	\$0.00
2006	<a href="#">2006-0036720RP</a>	27044	REAL	\$467.00	\$467.00	\$0.00
2005	<a href="#">2005-0040296RP</a>	27044	REAL	\$465.96	\$465.96	\$0.00
2004	<a href="#">2004-0045418RP</a>	27044	REAL	\$483.72	\$483.72	\$0.00
2003	<a href="#">2003-1574351RP</a>	27044	REAL	\$499.94	\$499.94	\$0.00
2002	<a href="#">2002-1574351RP</a>	27044	REAL	\$180.58	\$180.58	\$0.00
2001	<a href="#">2001-1574351RP</a>	27044	REAL	\$163.74	\$163.74	\$0.00



Lot Depth	1	Lot Width	6297.492
Exterior 1		Exterior 2	
Roofing	N/A		

Misc	
Description	Sqft or Quantity

Sales Information (Updated 10/29/2013)				
Sale Date B & P	Grantor	Grantee	Total Sale Price	Adjusted Sale Price
10/15/2013 2013-32311	VANDELAY INVESTMENTS LLC PO BOX 22151 LINCOLN NE 68542-	BT PROPERTIES LLC 18002 COTTONWOOD LN SPRINGFIELD NE 68059-	\$12,000	\$12,000
3/18/2013 2013-24745	EAST VILLAS LLC 911 KILLARNEY DR PAPILLION NE 68046-7057	VANDELAY INVESTMENTS LLC PO BOX 22151 LINCOLN NE 68542-	\$13,126	\$13,126
10/21/2002 2002-49393	VAL VISTA LLC C/O BOYER YOUNG 9805 GILES RD LA VISTA NE 68128-2932	EAST VILLAS LLC 8208 S 109TH ST LA VISTA NE 68128-	\$492,900	\$492,900

Valuation Information					
Valuation PV = Partial Valuation					
Roll Year	Land Value	Impr Value	Outbuildings	Total Value	PV
2013	\$19,000	\$0	\$0	\$19,000	NO
2012	\$19,000	\$0	\$0	\$19,000	NO
2011	\$19,000	\$0	\$0	\$19,000	NO
2010	\$19,000	\$0	\$0	\$19,000	NO
2009	\$19,000	\$0	\$0	\$19,000	NO
2008	\$19,000	\$0	\$0	\$19,000	NO
2007	\$22,000	\$0	\$0	\$22,000	NO
2006	\$22,000	\$0	\$0	\$22,000	NO
2005	\$22,000	\$0	\$0	\$22,000	NO
2004	\$22,000	\$0	\$0	\$22,000	NO
2003	\$22,000	\$0	\$0	\$22,000	NO
2002	\$8,540	\$0	\$0	\$8,540	NO
2001	\$7,748	\$0	\$0	\$7,748	NO

Levy Information 2012		
View Past Levy Information		
Fund	Description	Levy
1	COUNTY LEVY	0.299901
127	PAPILLION/LA VISTA SCHOOL	0.09667
183	SCHL DIST 27 BOND 2	0.025863
185	SCHL DIST 27 BOND 3	0.111892
186	SCHL DIST 27 BOND 4	0.057852
199	LEARN COMM-GENERAL	0.95
202	ELEM LEARN COM	0.01
425	LAVISTA CITY	0.49
426	LAVISTA CITY BOND	0.06
501	PAPIO NATURAL RESRCE	0.030606
502	PAPIO NRD BOND	0.002147
801	METRO COMMUNITY COLL	0.085
901	AGRICULTURAL SOCIETY	0.001358
1003	ED SERVICE UNIT 3	0.016057
	<b>Total Levy</b>	<b>2.237346</b>

**Treasurer Information**



Property Class	1000	Foreclosure #	
Mortgage Company #		Foreclosure Date	
Mortgage Company			
Exemption Code		Exemption Amount	
Specials	THERE IS/ARE 0 OUTSTANDING SPECIAL(S) ON THE PROPERTY.		
Tax Sales	No Tax Sale Entry(s) Found or All Tax Sales Entry(s) Redeemed.		
Tax Sale #	9651	Tax Sale Date	3/5/2009
Redemption #	9999651	Redemption Date	7/29/2013

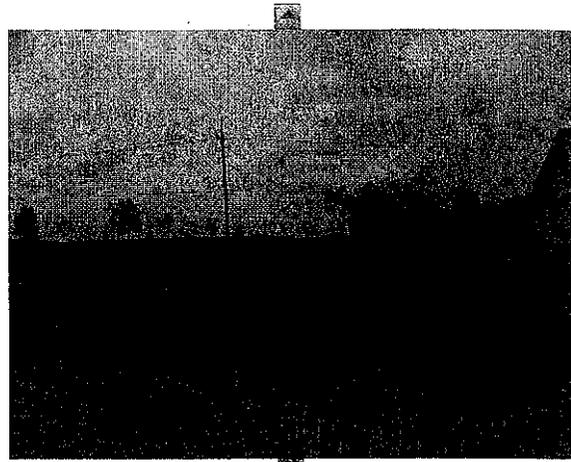
**Tax Information**

\*Click Statement Number to see Treasurer information for paying your taxes with a credit card or Echeck or to print your receipt for a payment you have made by mail or online.

Year	Statement	Tax District	Source	Taxes Due	Total Due	Balance
2012	<a href="#">2012-011574350</a>	27044	REAL	\$411.52	\$411.52	\$0.00
2011	<a href="#">2011-0026371RP</a>	27044	REAL	\$410.86	\$410.86	\$0.00
2010	<a href="#">2010-0027411RP</a>	27044	REAL	\$404.20	\$404.20	\$0.00
2009	<a href="#">2009-0029708RP</a>	27044	REAL	\$400.98	\$400.98	\$0.00
2008	<a href="#">2008-0031789RP</a>	27044	REAL	\$393.36	\$393.36	\$0.00
2007	<a href="#">2007-0034014RP</a>	27044	REAL	\$451.72	\$451.72	\$0.00
2006	<a href="#">2006-0036719RP</a>	27044	REAL	\$467.00	\$467.00	\$0.00
2005	<a href="#">2005-0040295RP</a>	27044	REAL	\$465.96	\$465.96	\$0.00
2004	<a href="#">2004-0045417RP</a>	27044	REAL	\$483.72	\$483.72	\$0.00
2003	<a href="#">2003-1574350RP</a>	27044	REAL	\$499.94	\$499.94	\$0.00
2002	<a href="#">2002-1574350RP</a>	27044	REAL	\$180.58	\$180.58	\$0.00
2001	<a href="#">2001-1574350RP</a>	27044	REAL	\$163.74	\$163.74	\$0.00

Active

Parcel Number: 011574349  
 Location: 10619 HILLCREST DR  
 Owner: BT PROPERTIES LLC  
 C/O  
 Mail Address: 18002 COTTONWOOD LN  
 SPRINGFIELD NE 68059-  
 Legal: LOT 2A VAL VISTA  
 Tax District: 27044  
 Map #: 2959-16-3-30045-000-0002



Click Picture/Sketch for Larger View.  
 Use arrows to view Picture/Sketch.

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**Residential Information for 1 January Roll Year 2013**

<b>City</b>	<b>Zoning</b>	<b>Overlay Dist.</b>	<b>Jurisdiction</b>	<b>School</b>	<b>Police</b>	
La Vista	R-2 - Two-Family Residential	Null	LaVista	Papillion-La Vista	La Vista Police	
<b>Fire</b>	<b>Voting Precinct</b>	<b>Congressional Dist.</b>	<b>State Legislative Dist.</b>	<b>District</b>	<b>Commissioner</b>	<b>City Ward</b>
La Vista Fire 2	31	District 2	District 14	District 2	Jim Thompson	La Vista Ward 4

Style:  
 Year Built: #Bedrooms above Grade  
 #Bathrooms Above Grade Total Sqft  
 Total Bsmt Finish Sqft 0 Bsmt Total Sqft  
 Garage Type Garage Sqft

Lot Depth	1	Lot Width	6297.638
Exterior 1		Exterior 2	
Roofing	N/A		

Misc	
Description	Sqft or Quantity

Sales Information (Updated 10/29/2013)				
Sale Date B & P	Grantor	Grantee	Total Sale Price	Adjusted Sale Price
10/15/2013 2013-32313	VANDELAY INVESTMENTS LLC PO BOX 22151 LINCOLN NE 68542-	BT PROPERTIES LLC 18002 COTTONWOOD LN SPRINGFIELD NE 68059-	\$12,000	\$12,000
8/12/2013 2013-25912	EAST VILLAS LLC 911 KILLARNEY DR PAPILLION NE 68046-7057	VANDELAY INVESTMENTS LLC PO BOX 22151 LINCOLN NE 68542-	\$0	\$0
10/21/2002 2002-49393	VAL VISTA LLC C/O BOYER YOUNG 9805 GILES RD LA VISTA NE 68128-2932	EAST VILLAS LLC 8208 S 109TH ST LA VISTA NE 68128-	\$492,900	\$492,900

Valuation Information					
Valuation PV = Partial Valuation					
Roll Year	Land Value	Impr Value	Outbuildings	Total Value	PV
2013	\$19,000	\$0	\$0	\$19,000	NO
2012	\$19,000	\$0	\$0	\$19,000	NO
2011	\$19,000	\$0	\$0	\$19,000	NO
2010	\$19,000	\$0	\$0	\$19,000	NO
2009	\$19,000	\$0	\$0	\$19,000	NO
2008	\$19,000	\$0	\$0	\$19,000	NO
2007	\$22,000	\$0	\$0	\$22,000	NO
2006	\$22,000	\$0	\$0	\$22,000	NO
2005	\$22,000	\$0	\$0	\$22,000	NO
2004	\$22,000	\$0	\$0	\$22,000	NO
2003	\$22,000	\$0	\$0	\$22,000	NO
2002	\$8,540	\$0	\$0	\$8,540	NO
2001	\$7,748	\$0	\$0	\$7,748	NO

Levy Information		
Levy Information 2012 View Past Levy Information		
Fund	Description	Levy
1	COUNTY LEVY	0.299901
127	PAPILLION/LA VISTA SCHOOL	0.09667
183	SCHL DIST 27 BOND 2	0.025863
185	SCHL DIST 27 BOND 3	0.111892
186	SCHL DIST 27 BOND 4	0.057852
199	LEARN COMM-GENERAL	0.95
202	ELEM LEARN COM	0.01
425	LAVISTA CITY	0.49
426	LAVISTA CITY BOND	0.06
501	PAPIO NATURAL RESRCE	0.030606
502	PAPIO NRD BOND	0.002147
801	METRO COMMUNITY COLL	0.085
901	AGRICULTURAL SOCIETY	0.001358
1003	ED SERVICE UNIT 3	0.016057
	<b>Total Levy</b>	<b>2.237346</b>

Treasurer Information	
Property Class 1000	Foreclosure #
Mortgage Company #	Foreclosure Date
Mortgage Company	
Exemption Code	Exemption Amount
Specials	THERE IS/ARE 0 OUTSTANDING SPECIAL(S) ON THE PROPERTY.
Tax Sales	No Tax Sale Entry(s) Found or All Tax Sales Entry(s) Redeemed.
Tax Sale # 10379	Tax Sale Date 3/3/2010
Redemption # 99910379	Redemption Date 8/12/2013

Tax Information						
*Click Statement Number to see Treasurer information for paying your taxes with a credit card or Echeck or to print your receipt for a payment you have made by mail or online.						
Year	Statement	Tax District	Source	Taxes Due	Total Due	Balance
2012	<a href="#">2012-011574349</a>	27044	REAL	\$411.52	\$411.52	\$0.00
2011	<a href="#">2011-0030748RP</a>	27044	REAL	\$410.86	\$410.86	\$0.00
2010	<a href="#">2010-0032031RP</a>	27044	REAL	\$404.20	\$404.20	\$0.00
2009	<a href="#">2009-0034653RP</a>	27044	REAL	\$400.98	\$400.98	\$0.00
2008	<a href="#">2008-0037405RP</a>	27044	REAL	\$393.36	\$393.36	\$0.00
2007	<a href="#">2007-0040981RP</a>	27044	REAL	\$451.72	\$451.72	\$0.00
2006	<a href="#">2006-0045280RP</a>	27044	REAL	\$467.00	\$467.00	\$0.00
2005	<a href="#">2005-0050360RP</a>	27044	REAL	\$465.96	\$465.96	\$0.00
2004	<a href="#">2004-0045416RP</a>	27044	REAL	\$483.72	\$483.72	\$0.00
2003	<a href="#">2003-1574349RP</a>	27044	REAL	\$499.94	\$499.94	\$0.00
2002	<a href="#">2002-1574349RP</a>	27044	REAL	\$180.58	\$180.58	\$0.00
2001	<a href="#">2001-1574349RP</a>	27044	REAL	\$163.74	\$163.74	\$0.00