

H

RESOLUTION NO. _____

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 I LIQUOR LICENSE APPLICATION FOR EL VALLARTA III LLC DBA EL VALLARTA MEXICAN RESTAURANT IN LA VISTA, NEBRASKA.

WHEREAS, El Vallarta III LLC dba El Vallarta Mexican Restaurant, 8045 South 83rd Avenue, La Vista, Sarpy County, Nebraska, has applied to the Nebraska Liquor Control Commission for a Class I 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 I Liquor License application submitted by El Vallarta III LLC dba El Vallarta Mexican Restaurant, 8045 South 83rd Avenue, La Vista, Sarpy County, Nebraska.

PASSED AND APPROVED THIS 18TH DAY OF FEBRUARY, 2014.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

LA VISTA POLICE DEPARTMENT INTEROFFICE MEMORANDUM

TO: PAM BUETHE, CITY CLERK

FROM: BOB LAUSTEN, POLICE CHIEF

SUBJECT: LOCAL BACKGROUND- CORPORATE LIQUOR LICENSE / MANAGER- EL VALLARTA
MEXICAN RESTAURANT

DATE: 2/10/2014

CC:

The police department conducted a check of computerized records on the applicants, Roberto Mata and Betsy Davila for criminal conduct in Nebraska and Sarpy County in reference to the Liquor License application. The applicants have no entries.

► RECEIPT

2/7/2014

From: Michelle Porter - MICHELLE.PORTER@NEBRASKA.GOV
Phone: 402/471-2821
Fax: 402/471-2814
Company Name: Nebraska Liquor Control Commission

To: LaVista City Clerk
Subject: El Vallarta Mexican Restaurant - #106366
Liquor License Application

PLEASE COMPLETE THE BOTTOM SECTION IMMEDIATELY UPON RECEIPT OF THIS APPLICATION AND FAX OR EMAIL THIS FORM BACK ACKNOWLEDGING THE RECEIPT OF THIS APPLICATION. PLEASE DATE STAMP IF THAT OPTION IS AVAILABLE. THANK YOU.

2.10.14

DATE OF RECEIPT

Mandy Gamm - Deputy City Clerk - La Vista
SIGNATURE

Urgent For Review Please Comment Please Reply Please Recycle



Dave Heineman
Governor

STATE OF NEBRASKA

NEBRASKA LIQUOR CONTROL COMMISSION

Robert B. Rupe
Executive Director

301 Centennial Mall South, 5th Floor
P.O. Box 95046
Lincoln, Nebraska 68509-5046
Phone (402) 471-2571
Fax (402) 471-2814 or (402) 471-2374
TRS USER 800 833-7352 (TTY)
web address: <http://www.lcc.ne.gov/>

LaVista City Clerk
8116 Park View Blvd
La Vista NE 68128-2198

February 7, 2014

RE: El Vallarta Mexican Restaurant

Dear Local Governing Body:

Attached is the form to be used on all retail liquor license applications. Local clerks must collect proper license fees and occupation tax per ordinance, if any, before delivering the license at time of issuance.

TWO KEY TIME FRAMES TO KEEP IN MIND ARE:

- 1) Publicize one time not less than 7 days not more than 14 days prior to date of hearing.
- 2) You have 45 days to conduct a hearing after the date of receipt of the notice from this Commission (§53-134). You may choose NOT to make a recommendation of approval or denial to our Commission.

PER §53-133, THE LIQUOR CONTROL COMMISSION SHALL SET FOR HEARING ANY APPLICATION WHEREIN:

- 1) There is a recommendation of denial from the local governing body,
- 2) A citizens protest; or
- 3) Statutory problems that the Commission discovers.

PLEASE NOTE A LICENSEE MUST BE "PROPERLY" LICENSED IN ORDER TO PURCHASE FROM WHOLESALERS, AND A LICENSE IS EFFECTIVE:

- 1) Upon payment of the license fees;
- 2) Physical possession of the license;
- 3) Effective date on the license.

Sincerely,

NEBRASKA LIQUOR CONTROL COMMISSION
Michelle Porter
Licensing Division

Enclosures Janice M. Wiebusch
Commissioner

Robert Batt
Chairman

William F. Austin
Commissioner

RECOMMENDATION OF THE NEBRASKA LIQUOR CONTROL COMMISSION

March 10, 2014 MP

Date Mailed from Commission Office: February 7, 2014

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:

EI Vallarta III LLC DBA EI Vallarta Mexican Restaurant

8045 S 83rd Ave, La Vista NE 68128 (Sarpy County)

NEW APPLICATION for Class I 106366

45 days March 24, 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 than 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:** The motion passed: _____ The 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

D-A
New

CONTROLLING COMMISSION
NEBRASKA LIQUOR
FEB 8 2014

Applicant Name El Vallarta III, LLC

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Trade Name El Vallarta Mexican Restaurant Previous Trade Name _____

ST-

E-Mail Address: elvallartallc@gmail.com

106366

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.

Roberto Mata
Betsy Danila

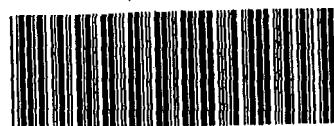
REQUIRED ATTACHMENTS

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

OK ✓ 1. 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 license, we strongly suggest you go to any Nebraska State Patrol office or law enforcement agency listed in the enclosed fingerprint brochure.

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

OK ✓ 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)



1400003238

OK ✓ 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.

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

— 6. If buying the business of a current liquor license holder:

a) Provide a copy of the purchase agreement from the seller (must read applicants name)

OK 1736
\$400 mm

RECEIVED
FEB 11 2014

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)

7. If planning to operate on current liquor license; enclose Temporary Operating Permit (T.O.P.)(form 125).
8. Enclose a list of any inventory or property owned by other parties that are on the premise.

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

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.

11. Submit a copy of your business plan.

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JAN 30 2014

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.

Bethany Wilcox

Signature

1/20/14

Date

**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/

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JAN 8 2014

NEBRASKA LIQUOR
CONTROL COMMISSION

**CLASS OF LICENSE FOR WHICH APPLICATION IS MADE AND FEES
CHECK DESIRED 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 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 applicable)

Commission will call this person with any questions we may have on this application

Name _____ Phone number: _____

Firm Name _____

PREMISE INFORMATIONTrade Name (doing business as) El Vallarta Mexican RestaurantStreet Address #1 8045 S. 83rd Ave

Street Address #2 _____

City La Vista County Sarpy Zip Code 68128Premise Telephone number (402) 278-2056Is this location inside the city/village corporate limits: YES NO

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

Name Betsy Davila JAN 30 2014Street Address #1 1160 Highland Dr NEBRASKA LIQUOR
CONTROL COMMISSION

Street Address #2 _____

City Blair State NE Zip Code 68008**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 80 feet
Width 105 feet

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

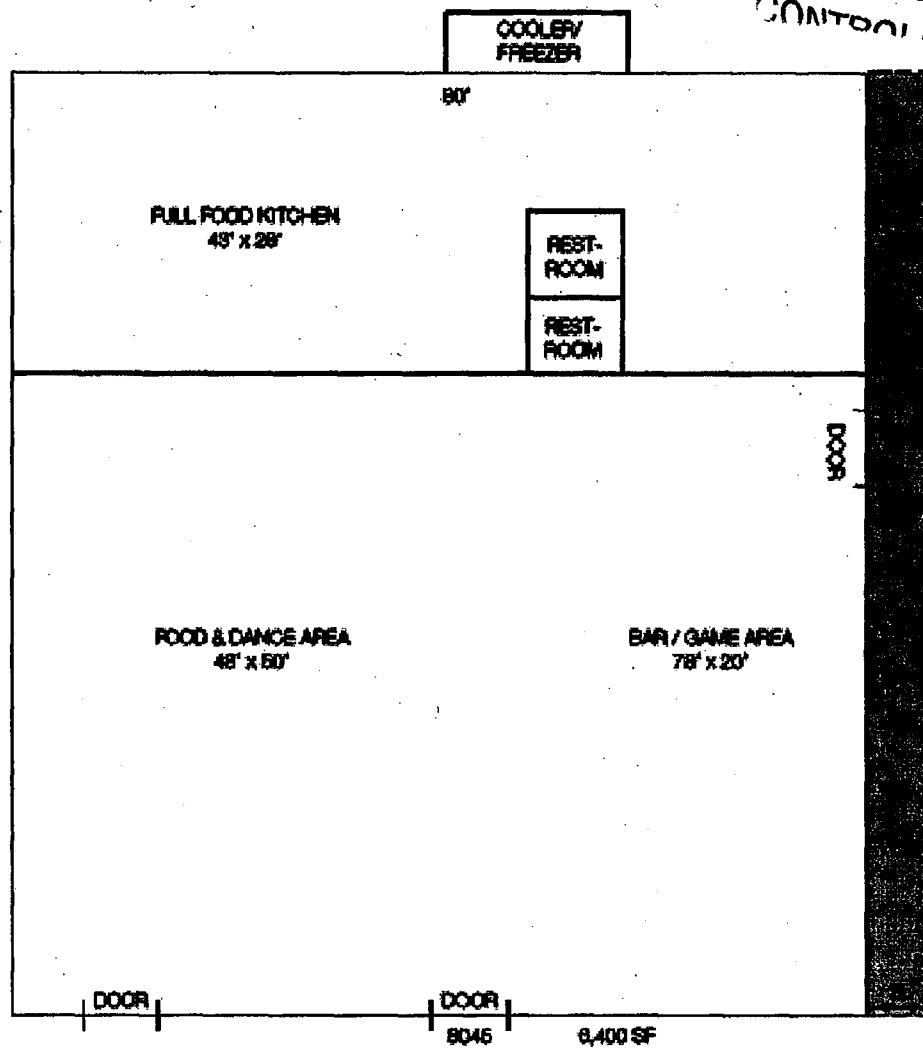
- Suite 8045 with full use of attached patio in Brentwood Village Shopping Center.
- Exhibit A attached in lease.

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EXHIBIT A

JAN 8 2014

NEBRASKA DIVISION OF
ALCOHOLIC BEVERAGE
COMMISSION



Note: All measurements are approximate and layout design is not drawn to scale.

Power 120/240 V 3 Phase 4 Wire

One story bldg approx 80'x80'
plus patio area 25' x 80'

No basement

per phone
Betsy

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 _____

Stadium Dawgs C-91144

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) _____

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

YES NO

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

No silent partners

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. Hood, cooler/freezer; Ravinder Thota

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.

Bank of the West; Roberto Mata Jr, Betsy Davila

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.

El Vallarta, LLC, Blair, NE # 096812

El Vallarta II, LLC, neigh, NE # 101492

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) as listed on form 3c
- d) Limited Liability Company, manager only (no spouse) as listed on form 3c

Applicant Name	Date Trained (mm/yyyy)	Name of program where trained (name, city)
Betsy Davila	12/2012	ServSafe online
Roberto Mata Jr	12/2012	ServSafe 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 December 2019
 Deed
 Purchase Agreement

RECEIVED

JAN 30 2014

NEBRASKA LIQUOR
CONTROL COMMISSION

14. When do you intend to open for business? March 15, 2014

15. What will be the main nature of business? Restaurant

16. What are the anticipated hours of operation? 11am - 11pm

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

RESIDENCES FOR THE PAST 10 YEARS, APPLICANT AND SPOUSE MUST COMPLETE				
APPLICANT: CITY & STATE	YEAR FROM TO		SPOUSE: CITY & STATE	YEAR FROM TO
Blair, NE	2011	present		
Council Bluff, IA	2009	2011		
Bronson, MO	2006	2009		
Springfield, MO	2003	2006		

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.



Signature of Applicant

Signature of Spouse

ACKNOWLEDGEMENT

State of Nebraska

County of Washington

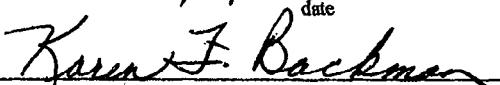
1/27/2014
date

by

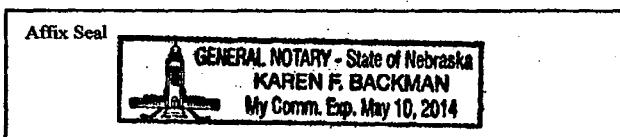
The foregoing instrument was acknowledged before me this

ROBERTO MATA

name of person acknowledged



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

Office Use

Corporate manager, including their spouse, are required to adhere to the following requirements

- 1) Must be a citizen of the United States
- 2) Must be a Nebraska resident (Chapter 2 – 006) and must provide proof of voter registration in the State of Nebraska
- 3) Must provide a copy of one of the following: state issued US birth certificate, naturalization paper or US passport
- 4) Must submit fingerprints (unless a non-participating spouse) (2 cards per person) and fees of \$38 per person, made payable to Nebraska State Patrol
- 5) Must be 21 years of age or older
- 6) May be required to take a training course

Corporation/LLC information

Name of Corporation/LLC: El Vallarta III, LLC

Premise information

Premise License Number: _____

(if new application leave blank)

Premise Trade Name/DBA: El Vallarta Mexican Restaurant

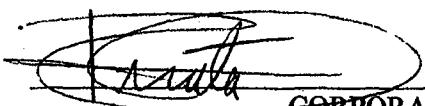
Premise Street Address: 8045 S. 83rd Ave

City: La Vista State: NE Zip Code: 68128

Premise Phone Number: (402) 278-2056

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



**CORPORATE OFFICER/MANAGING MEMBER SIGNATURE
(Faxed signatures are acceptable)**

Manager's information must be completed below. PLEASE PRINT CLEARLY

Gender: MALE FEMALE

Last Name: Davila First Name: Betsy MI: D

PRINTS

Home Address (include PO Box if applicable): 1160 Highland Dr

City: Blair County: Washington Zip Code: 68008

Home Phone Number: (402) 278-2056 Business Phone Number: (402) 533-8008

Social Security Number: ██████████ Drivers License Number & State: ██████████

Date Of Birth: ██████████ Place Of Birth: Hoboken RECEIVED

Are you married? If yes, complete spouse's information (Even if a spousal affidavit has been submitted)
JAN 30 2014
NEBRASKA ALCOHOL
CONTROL COMMISSION

YES

NO

Spouse's information

Spouses Last Name: ██████████ First Name: ██████████ MI: ██████████

Social Security Number: ██████████ Drivers License Number & State: ██████████

Date Of Birth: ██████████ Place Of Birth: ██████████

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

APPLICANT

SPOUSE

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Blair, NE	2011	Present			
Springfield, MO	1996	2011			

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM	TO	NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2011	present	El Vallarta, LLC	Roberto Mata Jr	(417)860-6415
2012	present	El Vallarta II, LLC	Roberto Mata Jr	(417)860-6415

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 of 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.

JAN 30 2014

NEBRASKA LIQUOR

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

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.

El Vallarta, LLC; Blair, NE El Vallarta II, LLC; Neligh, NE

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. 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

5. List any alcohol related training and/or experience (when and where).

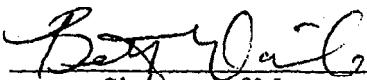
ServSafe alcohol training online

PERSONAL OATH AND CONSENT OF INVESTIGATION

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

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

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


Signature of Manager Applicant

Signature of Spouse

RECEIVED

JAN 8 0 2014
NEBRASKA LIQUOR
CONTROL COMMISSION

ACKNOWLEDGEMENT

State of Nebraska
County of Washington
1/27/2014

date

The foregoing instrument was acknowledged before me this

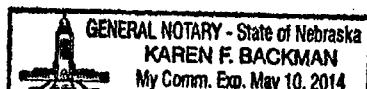
by

BETSY DAVILA

name of person acknowledged

Karen F. Backman
Notary Public signature

Affix Seal



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.

BIRTH REGISTRATION CERTIFICATE

OFFICE OF THE REGISTRAR OF VITAL STATISTICS No. #269.....

City of Hoboken



County of Hudson

NAME	SEX	PLACE OF BIRTH	DATE OF BIRTH
Betsy Denise Davila	Female	HOBOKEN, NEW JERSEY ST. MARY HOSPITAL	May 21, 1987

This is a true certification of name and birth facts as recorded in this office.

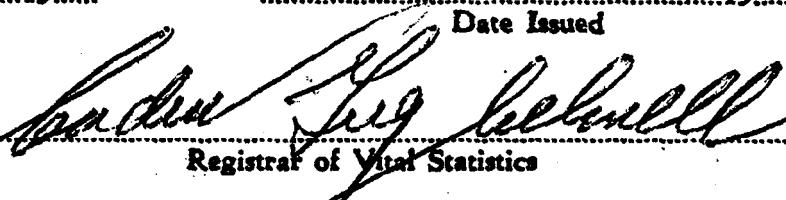
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JAN 8 0 2014

NEW JERSEY
ALCOHOLIC BEVERAGE
COMMISSION

June 12, 1987
Registration Date

June 12, 1987
Date Issued


Registrar of Vital Statistics

THIS CERTIFICATE NOT VALID UNLESS THE RAISED SEAL OF THE
HOBOKEN BOARD OF HEALTH IS AFFIXED HEREON.

STATE OF NEW JERSEY

HOME REGISTRATION INFORMATION POLLING PLACE PROVISIONAL BALLOT ABSENTEE BALLOT SELECT LANGUAGE

Registrant Search Information

Registrant Detail

Name: Betsy D Davila
Party: Nonpartisan
Polling Place: First Lutheran Church
Social Hall
2146 Wright St
Blair, NE 68008

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JAN 30 2014
NEBRASKA STATE BOARD OF ELECTIONS
STATE BOARD OF ELECTIONS

Districts

DISTRICT NAME	DISTRICT TYPE
Blair Community Schools	School District
Metro Corn College Dist 3	Community College District
U.S. Congressional District 1	U.S. Congressional District
Appeals Court Judge Dist 3	Judge of Appeals Court Dist.
County Judge Dist 6	Judge of County Court Dist.
District Judge, Dist 6	Judge of District Court Dist.
Supreme Court Judge Dist 3	Judge of Supreme Court Dist.
Legislative District 16	Legislative District
Papio NRD SubD 1	Natural Resources District
Omaha PPD SubD North	Public Power District
PSC District 3	Public Service Comm District
Board of Regents District 3	Board of Regents
ESU 3 District 1	ESU District
Blair Airport Authority-at Lar	Airport Authority
Blair City Council Ward 4	City Council (Ward)
County Supervisor Dist 4	County Board (Commiss./Superv)
Mayor-Blair	Mayor
State Board of Education Dist3	State Board of Education

[Registration Information](#) [Polling Place](#) [Provisional Ballot](#) [Absentee Ballot](#)

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© Voter View 2.5.1051.0

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

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

Office Use

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: El Vallarta III, LLC David V Drew

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

El Vallarta III, LLC #10185410

LLC Address: 8045 S. 83rd Ave

City: La Vista State: NE Zip Code: 68128

Name of Managing/Contact Member

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

Last Name: Mata First Name: Roberto MI:

Home Address: 1160 Highland Dr. City: Blair

State: AL Zip Code: 128008 Home Phone Number: (417) 860-6415

Signature of Managing/Contact Member

ACKNOWLEDGEMENT

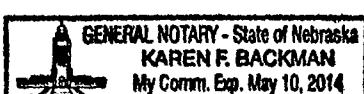
State of Nebraska Washington County of Washington The foregoing instrument was acknowledged before me this

by KOBERTO MATA
name of person acknowledge

Date _____

^{te} Karen F. Buckman

Affix Seal



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

Last Name: Marta First Name: Roberto MI: Prints

Social Security Number: 123-45-6789 Date of Birth: 01/01/1980

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

Spouse Social Security Number: 123-45-6789 Date of Birth: 01/01/1980

Percentage of member ownership: 100%

Last Name: _____ First Name: _____ **RECEIVED**

Social Security Number: _____ Date of Birth: JAN 30 2014

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

Spouse Social Security Number: _____ Date of Birth: COMMITTEE COMMISSION

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: _____

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

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

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

YES

NO

If yes, 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

Ending Date: December

Is this a Non Profit Corporation?

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YES

NO

JAN 30 2014

NEBRASKA LIQUOR
CONTROL COMMISSION

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 Secretary of State

- John A. Gale

Business Services

[Home](#) » [Corporation and Business Entity Searches](#)

Thu Jan 30 14:53:35 2014

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:

[Back to Search Results](#)

Pay Services:

[Online Images of Filed Documents](#) | [Good Standing Documents](#)

Entity Name

EL VALLARTA III, LLC

SOS Account Number

10185410

Principal Office Address

No address on file

Registered Agent and Office Address

DAVID V. DREW
1555 WASHINGTON STREET
P.O. BOX 462
BLAIR, NE 68008

Designated Office Address

8045 SOUTH 83RD AVENUE
LAVISTA, NE 68128

Nature of Business

Entity Type

Date Filed

Account Status

Not Available

Domestic LLC

Dec 09 2013

Active

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
CRTO	Certificate of Organization	Dec 09 2013	\$1.35 = 3 page(s) @ \$0.45 per page
PP	Proof of Publication	Jan 13 2014	\$0.45 = 1 page(s) @ \$0.45 per page
			\$0.45 = 1 page(s)

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

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DREW LAW FIRM
1555 WASHINGTON ST
P.O. BOX 462
BLAIR, NE 68008

JAN 30 2014

NEBRASKA LIQUOR
CONTROL COMMISSION

December 9, 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
Certificate of Organization	EL VALLARTA III, LLC	100.00
Per Page Charge	EL VALLARTA III, LLC	15.00
Certificate	EL VALLARTA III, LLC	10.00
	Total Fees Received	\$125.00

David Boyce
Filing Officer

STATE OF NEBRASKA

United States of America, } ss.
State of Nebraska }

Secretary of State
State Capitol
Lincoln, Nebraska

I, John A. Gale, Secretary of State of the
State of Nebraska, do hereby certify that

EL VALLARTA III, LLC

a limited liability company filed a Certificate of Organization on December 9, 2013.

I further certify that attached is a true and correct copy of the above
mentioned Certificate of Organization.

*This certificate is not to be construed as an endorsement,
recommendation, or notice of approval of the entity's financial
condition or business activities and practices.*

In Testimony Whereof,



I have hereunto set my hand and
affixed the Great Seal of the
State of Nebraska on this date of

December 9, 2013

A handwritten signature in black ink that reads "John A. Gale".

John A. Gale
Secretary of State

**CERTIFICATE OF ORGANIZATION
OF
EL VALLARTA III, LLC**

The undersigned, desiring to form a limited liability company (the "Company") under the Nebraska Uniform Limited Liability Company Act (the "Act"), states as follows:

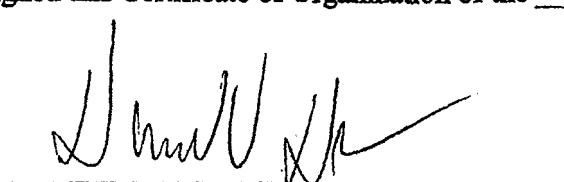
1. **Name.** The name of the Company is EL VALLARTA III, LLC.
2. **Duration.** The period of the Company's duration shall be perpetual.
3. **Purposes.** The purposes for which the Company is organized is the transaction of any lawful business and the performance of any lawful activity which may be carried on by limited liability companies organized under the Act, as now in effect or hereafter amended.
4. **Initial Designated Office.** The initial street and mailing address of the initial designated office of the Company in Nebraska is 804 South 83rd Avenue, LaVista, Nebraska, 68128.
5. **Initial Registered Office and Agent.** The address of the registered office of the Company in Nebraska is Drew Law Firm, 1555 Washington Street, P.O. Box 462, Blair, Nebraska, 68008; and the name of the initial registered agent of the Company at such address is David V. Drew.
6. **Initial Capital Contributed.** The total amount of cash contributed to the Company as initial capital by the initial member of the Company is \$1,000.00.
7. **Additional Contributions.** No additional contributions to the capital of the Company have been agreed to be made by the initial member of the Company.
8. **Additional Members.** Additional members shall be admitted to the Company from time to time, upon the affirmative vote of a majority in interest of the then-existing Members. Any Member may, in its sole discretion, without consent of a new Member.
9. **Interests of Members.** The interests of the members in the Company shall be set forth in or determined pursuant to the Operating Agreement of the Company.
10. **Transfer of Interest.** The interest of a member of the Company may be transferred or assigned only as provided in the Operating Agreement of the Company.

11. Management. The Company shall be manager managed in the manner set forth in the Operating Agreement of the Company. The name and address of initial manager of the Company is:

<u>Name of Manager</u>	<u>Address of Manager</u>
Roberto Mata, Jr. 68008	1262 Deerfield Blvd #223, Blair, Nebraska

12. Operating Agreement. The administration and regulation of the affairs of the Company shall be governed by a written Operating Agreement not inconsistent with this Certificate of Organization or the Act. The initial Operating Agreement of the Company shall be adopted by the written consent of the initial member of the Company and may be amended as provided therein.

IN WITNESS WHEREOF, I have signed this Certificate of Organization of the 2 day of December, 2013.



David V. Drew, Organizer

FIRST AMENDMENT TO LEASE

This First Amendment to Lease is made and entered into this 5th day of February 2014, by and between JSMN Mall International LLC ("Lessor") and El Vallarta III LLC. ("Lessee").

RECITALS

This First Amendment is made with reference to the following facts and objectives:

By Lease dated November 15, 2013 (the "Lease"), Lessee leased from Lessor the Premises (the "Leased Premises") which consists of approximately 6,400 square feet of space commonly referred to as Brentwood Village Shopping Center, located at 8045 S 83rd Avenue, La Vista, Nebraska.

NOW THEREFORE, Lessor and Lessee hereby agree as follows:

1. The Leased Premises shall hereby be known as 8045 S. 83rd Avenue La Vista NE 68128.
2. The Lessee on the lease shall be changed from El Vallarta3 LLC to El Vallarta III LLC, its registered corporate name as per the State of Nebraska.
3. The commencement date instead of being "upon delivery" shall be changed to April 1, 2014.

This First Amendment to Lease modifies and amends the Lease. To the extent there are any inconsistencies between this First Amendment and the Lease, the terms and provisions of this First Amendment shall control.

In witness whereof, Lessor and Lessee have executed this First Amendment to Lease as of the date first above written.

LESSOR:

By:

Rawinder Thota
Rawinder Thota
JSMN Mall LLC
President

Date: February 5, 2014

Title:

LESSEE:

By:

K. V. Vallarta
K. V. Vallarta
El Vallarta III, LLC

Date: February 5, 2014

Title:

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NEBRASKA LIQUOR
CONTROL COMMISSION

July 1
2019

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JAN 30 2014

LEASE AGREEMENT

NEBRASKA LIQUOR

THIS LEASE AGREEMENT ("Lease") is made and entered into on the ~~10th day of November~~ ~~2013~~ November 2013 by and between JSMN MALL INTERNATIONAL LLC, a New Jersey limited liability company with its principal place of business in Jersey City, New Jersey, ("Landlord") and El Vallarta3 LLC ("Tenant");

1. LEASE SUMMARY

1.1 Premises: Suite 8043, 8045, 8047 and 8049 more commonly known as Suite 8045 consisting of 6,400 SF with full use of the attached patio.

The premises hereby leased by Tenant (the "Premises") are located in a portion of a shopping center, commonly known as **BRENTWOOD VILLAGE SHOPPING CENTER**, 8013-8049 South 83rd Ave, La Vista, NE 68128

1.2 Term: Five (5) years, 3 months.

1.3 Commencement Date: Upon Delivery to Tenant by Landlord

1.4 Termination Date: Five (5) years and three (3) months after Commencement Date.

1.5 Rental Rate:

Year 1: \$4.50 per square foot, NNN
Year 2: \$5.00 per square foot, NNN
Year 3: \$5.50 per square foot, NNN
Year 4: \$6.00 per square foot, NNN
Year 5: \$7.00 per square foot, NNN

1.6 Security Deposit: First Month's Rent equal to \$2,400.00

1.7 Permitted Use: Mexican Restaurant with all menu items, party rooms and catering.

1.8 Liability Insurance : \$1,000,000.00

1.9 Insuring Party for Property Insurance: Landlord

2. PREMISES

In consideration of the rents and covenants hereof, Landlord hereby leases to Tenant upon and subject to the terms and conditions of this Lease, and Tenant hereby takes from Landlord, the Premises (hereinafter referred to collectively as the "Premises") as reasonably necessary for the conduct of Tenant's activities as allowed under Section 16.

3. TERM

3.1 Term. The term (the "Term") of this Lease commences upon delivery of premises to Tenant by Landlord (the "Commencement Date") and will end on Five (5) years and Three (3) months after delivery of premises to Tenant or such earlier date pursuant to any of the provisions of this Lease or pursuant to law (the "Termination Date"). Notwithstanding the foregoing, the term of this Lease shall not commence until Landlord has delivered possession of the Premises to Tenant. If Landlord, for any reason whatsoever, does not deliver possession of the Premises to Tenant on the Commencement Date, Landlord shall not be liable to Tenant for any loss or damage resulting therefrom, but, in such event, the Commencement Date shall be postponed until the date on which Landlord delivers possession of the Premises to Tenant and the Termination Date shall be postponed for an equal period. Upon signing this Lease Tenant agrees to pay the security deposit of \$2,400.00, the First Month's Base Rent of \$2,400.00 and NNN charges of \$3.00 Per Square Foot (\$1,600.00 per month) for a total payment of \$6,400.00 due upon Lease signing.

3.2 Partial Month. If the Commencement Date as determined in accordance with section 3.1 hereof would not be the first day of the month and the Termination Date would not be the last day of the month, then the Commencement Date shall be the first day of the next calendar month following the date so determined pursuant to section 3.1 hereof and the Termination Date shall be the last day of the appropriate calendar month so the term of this Lease shall be the full term specified in the Lease Summary. The period of the fractional month between the date so determined pursuant to section 3.1 hereof and the Commencement Date shall be on and subject to all of the covenants in this Lease, all of which shall be binding on and apply to Tenant during such period, except the term of this Lease shall not commence until the Commencement Date and Tenant shall pay to Landlord, as additional rent, the Base Rent payable under section 4.1 hereof, calculated on a per diem basis, for such period. Tenant shall pay the Base Rent in respect of such period to Landlord on the Commencement Date. Landlord and Tenant, promptly after the Commencement Date and the Expiration Date have been determined, each shall execute and deliver to the other an amendment to this Lease which sets forth the Commencement Date and the Termination Date for this Lease, but the term of this Lease shall commence on the Commencement Date and end on the Expiration Date whether or not such amendment is executed.

3.3 INTENTIONALLY OMITTED

4. RENT

4.1 Base Rent. During the Initial Term and the Renewal Term, Tenant agrees to pay Landlord at the address provided in Section 26 or at such other place or to such other person as Landlord may designate, as annual base rent for the Premises the sums in equal installments specified in Section 1.5 (the "Base Rent") payable in advance on the first day of each month.

4.2 Additional Rent. All amounts other than Base Rent which Tenant is required to pay pursuant to this Lease, including any payments to third parties, together with interest, costs, fines and penalties which may be added for nonpayment or late payment, shall constitute additional rent ("Additional Rent"). Base Rent and Additional Rent shall sometimes be collectively referred to as "Rent."

4.3 Interest and Attorney's Fees. Tenant shall also pay to Landlord, on demand, as Additional Rent, interest at the monthly rate of one and one half (1.5%) per cent on all overdue installments of Rent from the due dates thereof until paid in full, together with all costs of collection thereof, including a reasonable attorney's fee.

5. CONDITION OF THE PREMISES, MAINTENANCE AND ALTERATIONS.

5.1 Condition Upon Delivery. Tenant shall accept the Premises "as is" on the Commencement Date. Except as hereinafter provided, Landlord shall have no obligation to construct or install any improvements in the Premises. Tenant's taking possession of the Premises shall constitute Tenant's acknowledgment that the Premises are in all respects in the condition in which Landlord is required to deliver the Premises to Tenant under this Lease and that Tenant has examined the Premises and is fully informed to Tenant's satisfaction of the physical and environmental condition of the Premises. Tenant acknowledges that Landlord, its agents and employees and other persons acting on behalf of Landlord have made no representation or warranty of any kind in connection with any matter relating to the physical or environmental condition, value, fitness, use or zoning of the Premises upon which Tenant has relied directly or indirectly for any purposes. Notwithstanding the foregoing, Landlord agrees that prior to the Commencement Date Landlord will complete the proposed improvements more particularly described in Exhibit B attached hereto.

5.2 Maintenance. Landlord shall not be required to furnish any services or facilities or to make any non-structural improvements, repairs or alterations in or to the Premises (whether or not they be extraordinary in nature) during the Term. Tenant shall, at all times during the Term, and at Tenant's own cost and expense, keep and maintain or cause to be kept and maintained in repair and good, safe and sanitary condition (ordinary wear and tear excepted), all improvements at any time situated or erected on the Premises and shall use all reasonable precautions to prevent waste, damage or injury. Tenant shall promptly make all mechanical and nonstructural, foreseen and unforeseen, ordinary and extraordinary repairs of every kind and nature which may be required to be made for any reason upon or in connection with the Premises. Landlord's obligations shall be limited to maintaining the structural soundness of the roof, foundation and exterior walls, and necessary replacements of the mechanical systems. Tenant's obligations shall include, but not be limited to maintaining the heating, air conditioning, electrical and plumbing systems and Tenant's fixtures on the Premises. Notwithstanding the foregoing, Landlord will pay for any necessary repairs to the heating and air conditioning systems for a period of one year from the Commencement Date.

Landlord shall perform and shall be solely responsible for all snow removal and plowing at the Premises and shall maintain and repair all common areas, including parking areas, sidewalks and landscaping.

5.3 Alterations. Tenant shall not make any alterations, additions or improvements in or to the Premises or any part thereof, or attach any fixtures or equipment thereto, without Landlord's prior written consent. Notwithstanding the preceding sentence, Tenant may make such alterations, additions or improvements without Landlord's consent only if the total cost of such alterations, additions or improvements is two thousand dollars (\$2,000) or less and such alterations, additions or improvements will not affect in any way the structural, exterior or roof elements of the Premises or mechanical, electrical, plumbing, utility or life safety systems of the Premises, but Tenant shall give prior written notice of any such alterations, additions or improvements to Landlord. All alterations, additions and improvements in or to the Premises to which Landlord consents shall be made by Tenant at Tenant's sole cost and expense as follows:

a. Tenant shall submit to Landlord, for Landlord's written approval, complete plans and specifications for all work to be done by Tenant. Such plans and specifications shall be prepared by the licensed architect(s) and engineer(s) approved in writing by Landlord, shall comply with all applicable codes, laws, ordinances, rules and regulations, shall not adversely affect the structural elements of the Premises, shall be in a form sufficient to secure the approval of all government authorities with jurisdiction over the Premises, and shall be otherwise satisfactory to Landlord in Landlord's reasonable discretion.

b. Landlord shall notify Tenant promptly in writing whether Landlord approves or disapproves such plans and specifications and, if Landlord disapproves such plans and specifications, Landlord shall describe the reasons for disapproval. Tenant may submit to Landlord revised plans and specifications for Landlord's prior written approval. Tenant shall pay all costs, including fees and expenses of the licensed architect(s) and engineer(s), in preparing such plans and specifications.

c. All changes in the plans and specifications approved by Landlord shall be subject to Landlord's prior written approval. If Tenant wishes to make any such change in such approved plans and specifications, Tenant shall have such architect(s) and engineer(s) prepare plans and specifications for such change and submit them to Landlord for Landlord's written approval. Landlord shall notify Tenant in writing promptly whether Landlord approves or disapproves such change and, if Landlord disapproves such change, Landlord shall describe the reasons for disapproval. Tenant may submit to Landlord revised plans and specifications for such change for Landlord's written approval. After Landlord's written approval of such change, such change shall become part of the plans and specifications approved by Landlord.

d. Tenant shall, through Tenant's licensed contractor, perform the work substantially in accordance with the plans and specifications approved in writing by Landlord. Tenant shall pay, as additional rent, the entire cost of all work (including the cost of all utilities, permits, fees, taxes, and property and liability insurance premiums in connection therewith)

required to make the alterations, additions and improvements. Tenant shall pay to Landlord, as additional rent, any additional direct costs and shall reimburse Landlord, as additional rent, for all expenses incurred by Landlord in connection with the review, approval and supervision of any alterations, additions or improvements. Under no circumstances shall Landlord be liable to Tenant for any damage, loss, cost or expense incurred by Tenant on account of any plans and specifications, contractors or subcontractors, design of any work, construction of any work, or delay in completion of any work.

e. Tenant shall keep the Premises free from mechanics', materialmen's and all other liens arising out of any work performed, labor supplied, materials furnished or other obligations incurred by Tenant. Tenant shall promptly and fully pay and discharge all claims on which any such lien could be based.

5.4 Ownership. All alterations, additions, fixtures and improvements, whether temporary or permanent in character, made in or to the Premises by Landlord or Tenant, shall become part of the Premises and Landlord's property. Upon termination of this Lease, Landlord shall have the right, at Landlord's option, by giving written notice to Tenant at any time before or within ten (10) days after such termination, to retain all such alterations, additions, fixtures and improvements in the Premises, without compensation to Tenant, or to remove all such alterations, additions, fixtures and improvements from the Premises, repair all damage caused by any such removal, and restore the Premises to the condition in which the Premises existed before such alterations, additions, fixtures and improvements were made, and in the latter case Tenant shall pay to Landlord, upon billing by Landlord, the cost of such removal, repair and restoration (including a reasonable charge for Landlord's overhead and profit). All movable furniture, equipment, trade fixtures, computers, office machines and other personal property shall remain the property of Tenant. Upon termination of this Lease, Tenant shall, at Tenant's expense, remove all such movable furniture, equipment, trade fixtures, computers, office machines and other personal property from the Premises and repair all damage caused by any such removal. Termination of this Lease shall not affect the obligations of Tenant pursuant to this section 5.4 to be performed after such termination.

6. TAXES

6.1 Payment of Real Property Taxes. INTENTIONALLY OMITTED

6.2 Personal Property Taxes.

a. Tenant shall pay, prior to delinquency, all taxes assessed against and levied upon any trade fixtures, furnishings, equipment and all other personal property of Tenant contained in or upon the Premises or elsewhere (which amount shall also be included within the definition of "Taxes"). Tenant shall use reasonable efforts to cause the Improvements, trade fixtures, furnishings, equipment and all other personal property to be assessed and billed in Tenant's name, separately from the real property of Landlord.

b. If any of Tenant's said personal property shall be assessed with Landlord's real

property, Tenant shall pay Landlord the taxes attributable to Tenant's property within ten (10) days after receipt of a written statement setting forth the Taxes applicable thereto. Landlord will furnish Tenant upon request a copy of a received tax bill for any such taxes paid by Tenant.

6.3 Proof of Payment. Tenant covenants to furnish to Landlord promptly after demand therefor, proof of the payment of any Taxes which are payable by Tenant as provided in this Section 6.

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7. SECURITY DEPOSIT

JAN 30 2014

7.1 Deposit. Upon the execution of this Lease, Tenant agrees to deposit with Landlord a sum of Two Thousand Four Hundred and 00/100 (\$2,400.00) Dollars (One month's Base Rent) to be retained as a security deposit (the "Security Deposit") for the performance by Tenant of all of its covenants under this Lease and Tenant shall not be entitled to interest thereon. In the event the monthly Base Rent increases during the Lease term, Tenant agrees to deposit with Landlord such additional sums as would be necessary to bring the Security Deposit at all times to an amount equal to two months' Base Rent, or such reduced Base Rent as provided in this Paragraph. If Tenant fails to pay Rent or other charges due hereunder, or otherwise defaults with respect to any provisions of this Lease, Landlord may use, apply or retain all or any portion of the Security Deposit for the payment of any Rent or other charge in default or for the payment of any sum to which Landlord may become obligated by reason of Tenant's default, or to compensate Landlord for any loss or damage Landlord may suffer thereby. If Landlord so uses or applies all or any portion of the Security Deposit, the Tenant shall within ten (10) days after written demand therefore, deposit cash with Landlord equal to the amount so applied so that there shall always be the full amount of the Security Deposit on deposit, and Tenant's failure to do so will constitute a default under this Lease. Landlord shall have no obligation to hold the Deposit in a separate account and may commingle the Deposit in any other account maintained by Landlord. In no event shall interest accrue on said Security Deposit and in no event shall Tenant attempt to use any portion of the Security Deposit toward rental payments.

7.2 Bankruptcy. In the event of a bankruptcy or other creditor-debtor proceeding against Tenant, the Security Deposit shall be deemed to be applied first to the payment of Rent due for any period prior to the filing of such proceedings.

7.3 Transfer of Landlord's Interest. In the event of a sale or lease of the Premises, or any portion thereof, Landlord shall have the right to transfer the balance of said deposit to the vendee and Landlord shall thereupon be released by Tenant from all liability for the return of the Security Deposit; and Tenant agrees to look solely to the new landlord for the return of said Security Deposit.

7.4 Custody and Return of Deposit. If Tenant performs all of Tenant's obligations hereunder, the Security Deposit, or so much as has not been applied by Landlord, will be returned to Tenant within thirty (30) days of the Termination Date. Landlord will not be required to retain

the Security Deposit in a separate escrow account and shall pay Tenant no interest thereon.

8. ESTOPPEL STATEMENTS

At any time and from time to time, Tenant shall, within ten (10) days after written request by Landlord, execute, acknowledge and deliver to Landlord a certificate certifying: (a) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect as modified, and stating the date and nature of each modification); (b) the Commencement Date and the Termination Date determined in accordance with Section 3 hereof and the date, if any, to which all Rent and other sums payable hereunder have been paid; (c) that no notice has been received by Tenant of any default by Tenant hereunder which has not been cured, except as to defaults specified in such certificate; (d) that Landlord is not in default under this Lease, except as to defaults specified in such certificate; and (e) such other matters as may be reasonably requested by Landlord or any actual or prospective purchaser or mortgage lender of the Premises or any part thereof. At any time and from time to time, Tenant shall, within ten (10) days after written request by Landlord, deliver to Landlord copies of all current financial statements (including, without limitation, a balance sheet, an income statement, and an accumulated retained earnings statement), annual reports, and other financial and operating information and data of Tenant prepared by Tenant in the course of Tenant's business. Unless available to the public, Landlord shall disclose such financial statements, annual reports and other information or data only to actual or prospective purchasers or mortgage lenders of the Premises or any part hereof, and otherwise keep them confidential unless other disclosure is required by law.

9. UTILITIES

Tenant will pay directly all charges incurred for all utility services used and separately metered on or from the Premises and any maintenance charges for said utilities. Landlord will in no event be required to furnish or be liable for any interruption or failure of any utility services on the Premises. Such services shall specifically include electric, gas, fuel oil, heat, water and sewer use charges, and janitorial services.

10. INSPECTION

Landlord and Landlord's agents and representatives will have the right to enter and inspect the Premises at any reasonable time during business hours after oral or written notice to Tenant, or at any time in case of emergency, for the purpose of ascertaining the condition of the Premises, curing any default on the part of Tenant, making repairs to the Premises or showing the Premises to prospective tenants, purchasers or Mortgagees.

11. CASUALTY DAMAGE

11.1 Obligation to Rebuild, Abatement of Rent. If the Premises or any part thereof, is damaged by fire or other casualty before the Commencement Date or during the term of this Lease, and this Lease is not terminated pursuant to Section 11.2 hereof, Landlord shall repair such damage

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and restore the Premises to substantially the same condition in which the Premises existed before the occurrence of such fire or other casualty and this Lease shall remain in full force and effect. ~~NEGLIGENCE OR WILLFUL MISCONDUCT OF TENANT OR TENANT'S AGENTS, OFFICER, EMPLOYEES, CONTRACTORS, LICENSEES OR INVITEES, THEN, DURING THE PERIOD THE PREMISES ARE RENDERED UNUSABLE BY SUCH DAMAGE, TENANT SHALL BE ENTITLED TO A REDUCTION IN BASE RENT IN THE PROPORTION THAT THE AREA OF THE PREMISES RENDERED UNUSABLE BY SUCH DAMAGE BEARS TO THE TOTAL AREA OF THE PREMISES. LANDLORD SHALL NOT BE OBLIGATED TO REPAIR ANY DAMAGE TO, OR TO MAKE ANY REPLACEMENT OF, ANY MOBILE FURNITURE, EQUIPMENT, TRADE FIXTURES OR PERSONAL PROPERTY IN THE PREMISES. TENANT SHALL, AT TENANT'S SOLE COST AND EXPENSE, REPAIR AND REPLACE ALL SUCH MOBILE FURNITURE, EQUIPMENT, TRADE FIXTURES AND PERSONAL PROPERTY.~~

11.2 Termination. If the Premises, or any part hereof, is damaged by fire or other casualty before the Commencement Date or during the term of this Lease and (a) such fire or other casualty occurs during the last twelve (12) months of the term of this Lease and the repair and restoration work to be performed by Landlord in accordance with Section 11.1 hereof cannot as reasonably estimated by Landlord, be completed within two (2) months after the occurrence of such fire or other casualty, or (b) the insurance proceeds received by Landlord in respect of such damage are not adequate to pay the entire cost, as reasonably estimated by Landlord, of the repair and restoration work to be performed by Landlord in accordance with Section 11.1 hereof, or (c) the repair and restoration work to be performed by Landlord in accordance with Section 11.1 hereof cannot, as reasonably estimated by Landlord, be completed within six (6) months after the occurrence of such fire or other casualty, then, in any such event, Landlord shall have the right, by giving written notice to Tenant within sixty (60) days after the occurrence of such fire or other casualty, to terminate this Lease as of the date of such notice. If Landlord does not exercise the right to terminate this Lease in accordance with this Section 11.2, Landlord shall repair such damage and restore the Premises in accordance with Section 11.1 hereof and this Lease shall remain in full force and effect. A total destruction of the Premises shall automatically terminate this Lease effective as of the date of such total destruction.

12. CONDEMNATION

12.1 Lease Termination. If the whole or any portion of the Premises shall be taken for any public or quasi-public use under any statute or by right of eminent domain or by private purchase in lieu thereof, then this Lease shall automatically terminate as of the date that possession has been taken.

13. EXEMPTION OF LANDLORD FROM LIABILITY, LANDLORD'S DEFAULT AND TENANT'S LIMITATION OF REMEDIES

13.1 Exemption. Tenant hereby agrees that Landlord shall neither be liable for injury to Tenant's business or any loss of income therefrom or for damage to the property of Tenant nor, unless through its gross negligence or willful misconduct, shall Landlord be liable for injury to the person of Tenant or Tenant's Guests, whether such damage or injury is caused by or results from any cause whatsoever.

13.2 Indemnification. Subject to the waiver of subrogation provisions of Section 15, Tenant agrees to indemnify and save harmless Landlord from and against any and all liabilities, damages, costs, expenses (including any and all attorney's fees and expenses of Landlord), causes of action, suits, claims, demands or judgments of any nature whatsoever arising from (a) any work or thing done in, on or about the Premises or any part hereof by or at the request or direction of Tenant, any subtenant or their respective guests, (b) injury to, or the death of, persons or damage to property at the Premises or upon adjoining sidewalks, streets, alleys, curbs, vaults, spaces or ways, or in any manner growing out of or connected with the use, nonuse, condition, possession, operation, maintenance, management or occupation of the Premises or resulting from the condition thereof or of adjoining sidewalks, streets, alleys, curbs, vaults, spaces or ways which is not caused by the gross negligence or willful misconduct of Landlord, (c) any negligence on the part of Tenant, any subtenant or their respective guests and (d) violation of any agreement or condition of this Lease and of conditions, agreements, restrictions, or laws affecting the Premises or the ownership, occupancy or use thereof including any laws regulating the production, storage or disposal of toxic or hazardous wastes or other environmental matters.

13.3 Default by Landlord. Landlord shall not be in default hereunder unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event until thirty (30) days after written notice by Tenant to Landlord specifying therein the obligation which Landlord has failed to perform; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for performance, then Landlord shall not be in default if Landlord commences performance within such thirty (30) days period and thereafter diligently prosecutes the same to completion.

14. INSURANCE

14.1 Tenant Liability Insurance. Tenant, at its own expense, shall provide and keep in force a single limit comprehensive general liability insurance policy against liability for bodily injury and property damage in the amount set forth in the Lease Summary with respect to injuries to or death of more than one person in any one occurrence, such limits to be for any greater amounts as may be reasonably indicated by circumstances from time to time existing. Such insurance shall include an endorsement of the Insurance Services Office broad form general liability or its equivalent. In addition, Tenant shall maintain in full force and effect Workers' Compensation insurance as required by all applicable laws, including an All-States endorsement. Tenant shall furnish Landlord and/or any Mortgagee with certificates of such policies on or before the Commencement Date of this Lease and whenever required shall satisfy Landlord that such policies are in full force and effect.

14.2 Hazard Insurance. The insurance party for property insurance specified in the Lease Summary shall maintain in full force and effect on the Building and other improvements a policy or policies of fire and extended coverage insurance with standard coverage vandalism, malicious mischief, special extended perils (all risk) endorsements to the extent of the replacement value thereof. Such insurance shall include a loss of rental endorsement providing coverage equal to not

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less than twelve (12) months' Rent under this Lease. Tenant shall pay to Landlord monthly, as Additional Rent, Tenant's proportionate share of all insurance premiums for which Landlord is responsible. As of the date of this Lease, the parties estimate that Tenant's proportionate share of the leased space is 19.5% of the whole. Tenant shall maintain during any period of construction upon the Premises by Tenant such insurance as builder's risk, completed value, non-reporting form, with permission to complete and occupy and worker's compensation coverage for the benefit of Landlord, Tenant and any Mortgagee, as their interests may appear, with the coverage's approved in advance by Landlord.

14.3 Tenant Personal Property Insurance. Tenant, at its own cost and expense, shall provide and keep in force and effect on its own furniture, furnishings, fixtures and equipment located at the Premises, with companies acceptable to Landlord, policies of fire and extended coverage insurance with standard coverage for vandalism, malicious mischief, special extended perils (all risk) and difference in conditions coverage's and against such other risks or hazards and in such amounts as Landlord and any Mortgagee shall require from time to time.

14.4 Replacement Cost; Additional Insurance. The insurance specified in Sections 14.2 and 14.3 above shall be maintained during the entire Term for a sum of not less than 100% of the full replacement cost (without deduction for depreciation or obsolescence) of the property insured thereby.

14.5 Miscellaneous Requirements. All insurance provided for in this Section 14 shall be effected under valid and enforceable policies issued by insurers of recognized responsibility which are licensed to do business in the State of Connecticut and which have been approved in writing by Landlord, and/or any Mortgagee, as to the qualifications of insurers and the amounts of insurance to be written by each. All deductible amounts under each such insurance policy shall be subject to Landlord's prior written approval. Each policy to be maintained by Tenant shall expressly provide that policy shall not be canceled or altered without thirty (30) days prior written notice to Landlord and shall remain in effect notwithstanding any such cancellation or alteration until such notice shall have been given to Landlord and such period of thirty (30) days shall have expired.

14.6 Insurance Endorsement. Each policy carried by Tenant pursuant to this Section 14 shall name Landlord and any Mortgagee as an additional insured, shall be primary and noncontributing with any insurance carried by Landlord, and shall have attached thereto endorsements (a) that such policy shall not be canceled, modified, reduced or surrendered without at least thirty (30) days' prior written notice to Landlord and/or any Mortgagee; and (b) that no act or omission of Tenant shall invalidate the interest of such person or entity entitled to such notice.

15. WAIVER OF SUBROGATION

Landlord and Tenant hereby mutually waive any and all rights of recovery against one another for real or personal property loss or damage occurring to the Premises or any personal property therein from perils insured against under the insurance policies existing for the benefit of the respective parties and will assure that such insurance permits waiver of liability and contains a

waiver of subrogation. Nothing herein contained shall relieve Tenant from any liability to Landlord in connection with any uninsured damage to the Premises by fire or other casualty, if Tenant shall be legally liable in such respect.

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16. USE; COMPLIANCE WITH LAW

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16.1 Use. The Premises shall be used and occupied only for the purpose specified in the Lease Summary and for no other use or purpose. Tenant shall be solely responsible for obtaining all approvals for the restoration and operation of the Premises, including without limitation any building permit, site approval, or board of health approval, and Tenant's failure to obtain same shall not relieve Tenant from any of its obligations under this Lease, including the obligation to pay Rent.

16.2 Compliance with Law and Restrictive Covenants. Tenant shall, at Tenant's expense, comply promptly with, and shall not use the Premises in violation of any laws, insurance company requirements and restrictive covenants regulating the use by Tenant of the Premises and shall, at Tenant's expense, obtain and comply with the terms of any and all licenses and permits necessary for any such use. Tenant shall not use or permit the use of the Premises in any manner that will tend to create waste or a public or private nuisance. Tenant shall not use or permit the Premises to be used for any purpose which would render the insurance thereon void or cause an increase in the premiums for such insurance.

16.3 Other Restrictions on Use

a. Tenant shall not overload the floor of the Building or use, keep or permit to be used or kept any foul or noxious gas or substance on the Premises.

b. Tenant shall not use, keep or dispose of on the Premises any kerosene, gasoline or flammable or combustible fluid or material or corrosive, flammable or other toxic or hazardous wastes.

17. LIENS AND ENCUMBRANCES

Tenant will not cause, suffer or permit any liens or encumbrances on, nor do any act which will in any way encumber or impair, the title of the Landlord in and to the Premises. Any claim to, or lien upon the Premises arising from any act or omission of Tenant, including, but not limited to any mechanics' or materialmen's liens, will accrue only against the leasehold estate of Tenant and will be subject and subordinate to the paramount title and rights of the Landlord in and to the Premises. Landlord may, but will not be obligated to, procure the discharge of any such lien. Any amount so paid by Landlord, and all reasonable legal and other expenses of Landlord in defending any such action or procuring the discharge of such lien, shall become due and payable as Additional Rent on the date of Landlord's notice to Tenant of such payment or deposit.

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18. SUBORDINATION; ATTORNMENT; SALE

18.1 Subordination. Tenant accepts this Lease subject and subordinate in all respects to any underlying lease including any ground lease (the "underlying lease") and/or any Mortgage which may now or hereafter be placed on or affect such underlying lease or the fee interest in the Premises, and to each advance made, or hereafter to be made, under any such Mortgage, and to all renewals, modifications, consolidations, replacements, extensions and substitutions of and for such underlying lease or Mortgage. This Section 18.1 shall be self-operative and no further instrument of subordination shall be required. In confirmation of such subordination, however, Tenant shall execute and deliver promptly any certificate that Landlord, any Mortgagee and/or any underlying lessor or their respective successors in interest may request.

18.2 Attornment. If any foreclosure proceedings are brought under any Mortgage or any Mortgagee obtains possession of the Premises by deed or lease in lieu of foreclosure, or if any underlying lessor shall obtain possession of the Premises, or in any other such similar matter, Tenant, at the request of any such party obtaining possession will attorn to and recognize them as Landlord under this Lease. Tenant shall, at the request of Landlord, execute a document in form proper for recording confirming such agreement to attorn.

18.3 Non-Disturbance. Tenant's subordination and attornment covenants under this Section 18 are conditioned upon the requirement that any Mortgagee, notwithstanding the foreclosure of its Mortgage, shall not disturb Tenant's use and occupancy of the Premises as long as Tenant is not in default under this Lease. Provided, however, that after any Mortgagee becomes landlord hereunder, Tenant shall look exclusively to the Landlord and not to such Mortgagee with respect to any claims which Tenant may have with respect to this Lease which arose prior to such Mortgagee's possession and Tenant shall not reduce or setoff such claims against the rent due the Mortgage as successor Landlord.

18.4 Sale of the Premises. If the original Landlord hereunder, or any successor owner of the Premises, sells or conveys the Premises, all liabilities and obligations on the part of the original Landlord, or such successor owner, under this Lease accruing after such sale or conveyance shall terminate and the original Landlord, or such successor owner, shall automatically be released therefrom, and thereupon all such liabilities and obligations shall be binding upon the new owner. Tenant agrees to attorn to such new owner.

19. ASSIGNMENT AND SUBLetting

19.1 Consent Required. Tenant shall not, directly or indirectly, without prior written consent of Landlord (which consent shall not be unreasonably withheld), assign this Lease or any interest herein or sublease the Premises or any part thereof, or permit the use or occupancy of the Premises by any person or entity other than Tenant. Tenant shall not, directly or indirectly, without written prior consent of the Landlord, pledge, mortgage or hypothecate this Lease or any interest herein. This Lease shall not, nor shall any interest herein, be assignable as to the interest of Tenant

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involuntarily or by operation of law without the prior written consent of Landlord, the foregoing acts without such prior written consent of Landlord shall be void and shall, at the option of Landlord, constitute a default that entitles Landlord to terminate this Lease. Without limiting or excluding other reasons for withholding Landlord's consent, Landlord shall have the right to withhold consent if the proposed assignee or subtenant or the use of the Premises to be made by the proposed assignee or subtenant is prohibited by this Lease or if it is not demonstrated to the satisfaction of Landlord that the proposed assignee or subtenant is financially able to perform all of the obligations of Tenant under this Lease (as evidenced by financial statements and business and credit references acceptable to Landlord). Tenant agrees that the instrument by which any assignment or sublease to which Landlord consents is accomplished shall expressly provide the assignee or subtenant will perform all of the covenants to be performed by Tenant under this Lease (in the case of a sublease, only insofar as such covenants relate to the portion of the Premises subject to such sublease) as and when performance is due after the effective date of the assignment or sublease and that Landlord will have the right to enforce such covenants directly against such assignee or subtenant. Any purported assignment or sublease without an instrument containing the foregoing provisions shall be void. Tenant shall in all cases remain liable for the performance by any assignee or subtenant of all such covenants.

19.2 Procedure. If Tenant wishes to assign this Lease or sublease all or any part of the Premises, Tenant shall give written notice to Landlord identifying the intended assignee or subtenant by name and address and specifying all of the terms of the intended assignment or sublease. Tenant shall give Landlord such additional information concerning the intended assignee or subtenant (including complete financial statements and a business history) or the intended assignment or sublease (including true copies thereof) as Landlord requests. For a period of thirty (30) days after such written notice is given by Tenant, Landlord shall have the right, by giving written notice Tenant, (a) to consent in writing to the intended assignment or sublease, unless Landlord determines not to consent, (b) to enter into assignment or sublease of the Premises, as the case may be, with Tenant upon the terms set forth in such written notice, or (c) in the case of an assignment of this Lease or a sublease of substantially the entire Premises for substantially the balance of the term of this Lease, to terminate this Lease, which termination shall be effective as of the date on which the intended assignment or sublease would have been effective if Landlord had not exercised such termination right. If Landlord does not exercise any of the rights set forth in clause (a), (b) or (c) of the proceeding sentence by giving written notice to Tenant within such period of thirty (30) days, Landlord shall be deemed to consent in writing to the intended assignment or sublease pursuant to clause (a) of the proceeding sentence. If Landlord elects to enter into an assignment of this Lease, Landlord may enter into a new lease or agreement covering the Premises or any portion thereof with the intended assignee or subtenant on such terms as Landlord and such assignee or subtenant may agree, or enter into a new lease or agreement covering the Premises or any portion thereof with any person or entity. In such event, Tenant shall not be entitled to any portion of the profit, if any, which Landlord may realize on account of such new lease or agreement. If Landlord elects to terminate this Lease, then from and after the date of such termination, Landlord and Tenant each shall have no further obligation to the other under this Lease with respect to the Premises except for matters occurring or obligations arising hereunder prior to the date of such termination.

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19.3 Permitted Transactions. If Landlord consents in writing (or Landlord is deemed to consent in writing in accordance with section 19.2 hereof), Tenant may complete the intended assignment or sublease subject to the following covenants: (a) the assignment or sublease shall be on the same terms as set forth in the written notice given by Tenant to Landlord, (b) no assignment or sublease shall be valid and no assignee or subtenant shall take possession of the Premises or any part thereof until an executed duplicate original of such assignment or sublease in compliance with section 19.1 hereof, has been delivered to Landlord, (c) no assignee of subtenant shall have a right further to assign or sublease, and (d) all "excess rent" (as hereinafter defined) derived from such assignment or sublease shall be paid to Landlord. Such excess rent shall be deemed to be, and shall be paid by Tenant to Landlord as Additional Rent. Tenant shall pay such excess rent to Landlord immediately as and when such excess rent becomes due and payable to Tenant. As used in this section 19.3, "excess rent" shall mean the amount by which the total money and other economic consideration to be paid by the assignee or subtenant as a result of an assignment or sublease, whether denominated rent or otherwise, exceeds, in the aggregate, the total amount of rent which Tenant is obligated to pay to Landlord under this Lease (prorated to reflect the rent allocable to the portion of the Premises subject to such assignment or sublease), less only the reasonable costs paid by Tenant for additional improvements installed in the portion of the Premises subject to such assignment or sublease by Tenant at Tenant's sole cost and expense for the specific assignee or subtenant in question and reasonable leasing commissions paid by Tenant in connection with such assignment or sublease, without deduction for carrying costs due to vacancy or otherwise. Such costs of additional improvements and leasing commissions shall be amortized without interest over the term of such assignment or sublease, unless, with respect to such additional improvements, such additional improvements has a useful life greater than the term of such assignment or sublease, in which case such additional improvements shall be amortized without interest over their useful life.

19.4 No Release. No assignment or sublease whatsoever shall release Tenant from Tenant's obligations and liabilities under this Lease or alter the primary liability of Tenant to pay all rent and to perform all obligations to be paid and performed by Tenant. The acceptance of rent by Landlord from any other person or entity shall not be deemed to be a waiver by Landlord of any provisions of this Lease. Consent to one assignment or sublease shall not be deemed consent to any subsequent assignment or sublease. If any assignee, subtenant or successor of Tenant defaults in the performance of any obligation to be performed by Tenant under this Lease, Landlord may proceed directly against Tenant without the necessity of exhausting remedies against such assignee, subtenant or successor. Landlord may consent to subsequent assignments or subleases or amendments or modifications of this Lease with assignees, subtenants or successors of Tenant, without notifying Tenant or any successor of Tenant and without obtaining any consent thereto from Tenant or any successor Tenant, and such action shall not release Tenant from liability under this Lease.

20. DEFAULT

20.1 Event of Default. The occurrence of any one or more of the following events will constitute a default hereunder:

- a. Tenant fails to make any payment within ten (10) days after the same is due hereunder.
- b. Tenant voluntarily assigns this Lease or subleases the Premises, or any part thereof, without the prior written approval of Landlord, except as expressly provided in Section 19 hereof.
- c. Tenant fails to observe or perform any of the other covenants, conditions or provisions of this Lease and Tenant fails to cure such default within fifteen (15) days after notice thereof in writing to Tenant, provided, however, if such failure cannot by its nature be cured within such fifteen (15) day period, Tenant shall not be in default hereunder if during such fifteen (15) days Tenant commences to cure such default and thereafter diligently and continuously pursues such cure to completion.
- d. Tenant files a petition in bankruptcy or for reorganization or for an arrangement pursuant to the Bankruptcy Act of the United States or shall be adjudicated a bankrupt or shall admit in writing its inability to pay its debts generally as they become due, or if a petition or answer proposing the adjudication of Tenant as a bankrupt pursuant to the Bankruptcy Act of the United States or any similar federal or state law is filed and such petition or answer shall not be discharged or denied within sixty (60) calendar days after the date of filing thereof.
- e. A receiver, trustee or liquidator of Tenant or of all or substantially all the property of Tenant or of its interest in the Premises shall be appointed in any proceeding brought by Tenant, or if any such receiver, trustee or liquidator shall be appointed in any proceeding brought against Tenant and if such receiver, trustee or liquidator shall not be discharged within sixty (60) calendar days after such appointment,
- f. The premises shall have been abandoned or left unoccupied for thirty (30) consecutive calendar days.
- g. The occurrence of any other event which is defined as a default elsewhere in this Lease, together with the passage of the applicable grace period, if any, without cure.

21. REMEDIES

21.1 Termination of Lease. Upon the occurrence of any one or more such events of default, Landlord may at its election, either terminate this Lease or terminate Tenant's right to possession only, without terminating this Lease, pursuant to the following provisions:

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a. Landlord shall have the right, at its election, to terminate this Lease or a date specified in a notice from Landlord to Tenant. On such Termination Date, all right, title and interest of Tenant hereunder shall expire, and Tenant shall then peaceably and quietly quit the Premises and surrender the same to Landlord, but Tenant shall remain liable as hereafter provided. If any such notice is given, Landlord shall have the immediate right of re-entry and possession of the Premises and the right, pursuant to the provisions of Section 21.3, to remove all persons and other property therefrom.

b. Upon termination of this Lease, Landlord at its option shall be entitled to recover as liquidated damages, in lieu of all other claims for damages on account of the termination of this Lease, an amount equal to the total of:

(1) All Rent and Additional Rent due and payable by Tenant through the Termination Date; plus

(2) An amount equal to the value of Rent and Additional Rent to be paid by Tenant for the residue of the stated term hereof, less the fair rental value of the Premises for the remainder of the stated term (taking into account all time and expenses necessary to obtain the replacement tenant or tenants); and

(3) The cost of performing any other covenants to be performed by Tenant hereunder.

Tenant's economic obligations under this Section 21.1b shall survive the termination of this Lease. Said amount shall be due and payable by Tenant immediately upon demand by Landlord.

21.2 Termination of Possession.

a. Landlord shall have the right at its election to terminate Tenant's right of possession only, without terminating this Lease, on a date specified in a notice from Landlord to Tenant, and on such date, all right of Tenant with respect to possession of the Premises shall expire. Upon such date, Landlord may, at its option, repossess the Premises pursuant to the provisions of Section 21.3, without terminating this Lease or releasing Tenant, in whole or in part, from any of Tenant's obligations hereunder, including the payment of Rent hereunder for the full term.

b. Landlord will make a reasonable attempt to relet all or any part of the Premises for such rent and upon terms satisfactory to Landlord. If Landlord does not relet the Premises, Tenant will periodically pay Landlord when due all Rent and other amounts due from Tenant to Landlord under this Lease for the remainder of the Lease Term. If the Premises are relet and a sufficient sum is not realized from such reletting (after paying all of the reletting costs and the collection of the rental accruing therefrom) to satisfy the Rent for the remainder of the Lease Term, Tenant will be liable for the difference in Rent and shall pay same upon demand to Landlord. Tenant agrees that Landlord may commence successive actions to recover any sums falling due

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RENT DUE
NOTICE OF BREACH
RENT IN ARREARS

under the terms of this Section 21.2.b, or may, upon such reletting, terminate this Lease pursuant to Section 21.1 and proceed against Tenant in one action for liquidated damages thereunder. Landlord shall not be liable or responsible for failure to relet Premises, or if the Premises are relet, for failure to collect the rent thereof under such reletting.

21.3 Repossession of the Premises. Upon termination of this Lease or upon termination of Tenant's possession, Landlord may peacefully reenter the Premises without process of law and remove all persons, fixtures, chattels, signs, and other evidence of tenancy therefrom and Landlord will not be liable for any damages resulting therefrom unless caused by Landlord's gross negligence or willful misconduct. Upon such repossession, Landlord may again have and enjoy the same as if this Lease had not been made, and in any such event, neither Tenant nor any person claiming through or under Tenant shall be entitled to possession of the Premises, but shall immediately quit and surrender the Premises. Tenant shall pay to Landlord, upon demand, any and all expenses incurred in such removal and all storage charges for such property so long as the same shall be in Landlord's possession or under Landlord's control. Landlord may thereafter, for the purpose of re-letting the Premises at its option under Section 21.1, or as such attempt is required under Section 21.2, make any repairs, changes, alterations or additions in or to the Premises and incur reasonable re-letting costs as may be necessary, in Landlord's sole discretion.

21.4 Miscellaneous Remedy Provisions:

a. Nothing herein shall limit or prejudice the right of Landlord to prove and obtain the maximum damages allowed by any statute or rule of law in any proceedings for bankruptcy or insolvency, whether or not the amount be greater than the amount of damages otherwise allowed under this Paragraph 21.

b. Landlord may collect and receive any Rent due from Tenant, and the payment thereof shall not: (1) constitute a waiver of or affect any notice or demand given, suit instituted or judgment obtained by Landlord; (2) serve to reinstate, continue or extend the Lease Term; or (3) be held to waive, effect, change, modify or alter the rights or remedies which Landlord has against Tenant in equity or at law or by virtue of this Lease, unless any such rights are specifically waived by Landlord in writing.

c. If Tenant shall at any time fails to make any payment or perform any of its obligations hereunder, Landlord may, but shall not be obligated to make such payment or performance and in connection therewith to pay expenses and employ counsel. All sums so paid by Landlord shall be deemed Additional Rent and shall be payable upon demand and Landlord shall have the same rights and remedies for the nonpayment thereof as in the case of default in the payment of Rent. Unless caused by Landlord's gross negligence or willful misconduct. Landlord shall not in any event be liable for any damages caused by reason of Landlord's performance hereunder.

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22. LANDLORD'S LIEN

In addition to any statutory lien Landlord has, Tenant hereby grants to Landlord a continuing security interest in all personal property of Tenant situated on or about the Premises. Such property will not be removed from the Premises without Landlord's consent until all sums of money and other obligations then due Landlord hereunder are first paid and discharged. Upon a default under this lease, Landlord shall have, in addition to all other remedies provided herein or by law, all rights and remedies under the Uniform Commercial Code, including, without limitation, the right to sell the property described in this Section 22 at public or private sale upon five (5) days' notice to Tenant. This contractual lien will be in addition to any statutory lien for rent.

23. SURRENDER.

Upon the Termination Date, Tenant shall at once peaceably surrender the Premises to Landlord in the same condition in which the same were received from Landlord at the Commencement Date, ordinary wear and tear excepted. All property situated on the Premises which is not owned by Landlord shall be disposed of and be deemed owned by the applicable parties in accordance with the provisions of Section 5.4.

24. HOLDING OVER

Any holding over by Tenant of the Premises after the Termination Date will operate and be construed to be a tenancy from month to month only at a monthly rental of one hundred fifty percent (150%) of the last monthly Base Rent plus all other Additional Rent payable hereunder, and upon the terms hereof applicable to a month-to-month tenancy. Nothing contained herein is to be construed to give Tenant the right to hold over at any time and Landlord may exercise any and all remedies at law or in equity to recover possession of the Premises and damages resulting from such holding over.

25. QUIET ENJOYMENT

Tenant, provided it is not in default, shall peaceably and quietly hold, occupy and enjoy the Premises for the Lease Term without hindrance, ejection, or interruption by Landlord, or persons lawfully or equitably claiming under Landlord (except as provided under Sections 10 and 28.12).

26. NOTICES

All notices required or permitted hereunder or required by law shall be in writing and either served personally upon the party or an officer of the party to whom the notice is addressed or sent via United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the parties hereto at their respective addresses set forth below or as they have heretofore specified by written notice delivered in accordance herewith and shall be deemed given when received or upon refusal to accept, or upon return because of impossibility to deliver.

The mailing address of Landlord and Tenant are:

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Landlord

JSMN Mall International LLC
591, Summit Ave, Ste# 522,
Jersey City, NJ 07306
Attn: Ravinder K. Thota, Manager

Tenant

El Vallarta3, LLC
8045 S 83rd Ave
La Vista NE 68128
Attn: Roberto Mata

JAN 30 2014

NEBRASKA LIQUOR
CONTROL COMMISSION

Any notice by either party hereto to the other which relates to a default which, if not cured within the applicable grace period, would give rise to termination rights by either party shall be simultaneously given any Mortgagee or underlying lessor of the Premises.

27. RECORDING

Tenant shall not record this Lease and any such recordation shall be a default hereunder. Concurrently with the execution of this Lease, Landlord and Tenant may, at the request of either party, execute a short form "Notice of Lease" prepared by Landlord in form suitable for recording which Tenant may, at its cost, record; provided that Tenant shall, if it records such Notice of Lease, furnish a copy bearing the recorder's stamp to Landlord. Upon the termination of this Lease, Tenant shall, at the request of the Landlord, execute and deliver to Landlord a lease cancellation instrument in form suitable for recording.

28. MISCELLANEOUS

28.1 Definitions. Words of any gender used in this Lease will be construed to include any other gender and words in the singular number shall include the plural unless the context requires otherwise. The term "person" when used in this Lease shall mean any individual, corporation, partnership, limited partnership, firm, trust, joint venture, business association, syndicate, combination, organization or any other person or entity. The term "business day" when used in this Lease shall mean any day other than Saturday, Sunday or any legal holiday under the laws of the United States or the State of Nebraska.

28.2 Binding Effect. The terms, provisions, covenants and conditions contained in this Lease will apply and, inure to the benefit of, and be binding upon the parties hereto and upon their respective heirs, legal representatives, successors and permitted assigns, except as otherwise herein expressly provided.

28.3 Interest Rate. Except as expressly herein provided, any amount due to Landlord or Tenant not paid when due shall bear interest from the date due at the rate of eighteen percent (18%) per annum or the highest rate permitted by law, whichever is less.

28.4 Captions. The table of contents, if any, preceding this Lease and the headings to the Sections of this Lease are for convenience only and do not define, limit or otherwise describe the scope or intent of this Lease or any provision hereof nor affect the interpretation of this Lease.

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CONTRACTS COMMISSION

28.5 Entire Agreement. This Lease and the Exhibits hereto contain all agreements of the parties with respect to any matter mentioned herein or therein. No prior agreement or understanding pertaining to any such matter shall be effective. This Lease may be modified in writing only, signed by the parties in interest at the time of the modification.

28.6 Time of the Essence. Time is of the essence with respect to the due performance of the terms, covenants and conditions herein contained.

28.7 Severability. If any term or provisions of this lease is to any extent held invalid or unenforceable, the remaining terms and provisions of this Lease will not be affected thereby, but each term and provisions of this Lease will be valid and be enforceable to the fullest extent permitted by law.

28.8 Non-Exclusive Remedies. No remedy or election hereunder shall be deemed exclusive, but shall whenever possible, be cumulative with all other remedies at law or equity.

28.9 No Waiver. No waiver by Landlord or Tenant of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach of the same or any other provision. Landlord's or Tenant's consent to or approval of any such act shall not be deemed to render unnecessary the obtaining of consent to or approval of any subsequent act.

28.10 No Merger. The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation thereof, shall not work a merger, and shall, at the option of Landlord, terminate all or any existing sub tenancies or may, at the option of Landlord, operate as an assignment to Landlord of any or all of such sub tenancies. There shall be no merger of this Lease or of the leasehold estate hereby created with the fee estate in the Premises or any part hereof by reason of the fact that the same person may acquire or hold all or part of both such estates.

28.11 Governing Law. This Lease shall be construed and enforceable in accordance with the laws of the State of Nebraska.

28.12 Assignment by Landlord. Nothing in this Lease is to be deemed to limit or affect the right of Landlord to sell, assign, encumber, transfer, lease or otherwise dispose of any or all of the Landlord's interest in any portion or all of the Premises. From and after the date of any such transfer, Landlord shall be relieved of all liability for Landlord's obligations thereafter to be performed hereunder.

28.13 Exhibits. All exhibits referred to in and attached to this Lease are hereby made a part of this Lease.

28.14 Partial Payment. No receipt or acceptance by Landlord from Tenant of less than the monthly Rent herein stipulated shall be deemed to be other than a partial payment on account for any due and unpaid Rent; no endorsement or statement on any check or any letter or other writing

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accompanying any check or payment of Rent to Landlord shall be deemed ~~deemed and~~ and satisfaction, and Landlord may accept and negotiate such check or payment without prejudice to Landlord's rights to recover the remaining balance of such unpaid Rent or pursue any other remedy provided in this Lease.

28.15 Requested Amendments. Tenant agrees to execute any amendments to this Lease required by a lender to enable Landlord to obtain financing for the Premises or to enable Landlord to effectuate a sale of the Premises or any portion thereof so long as the Tenant's rights hereunder are not materially adversely effected thereby.

28.16 Injunctive Relief. In addition to the other remedies provided in this Lease, Landlord shall be entitled to injunctive relief in case of the violation, or attempted or threatened violation, of any of the covenants, agreements, conditions or provisions of this Lease or to a decree compelling performance of any of the covenants, agreements, conditions or provisions of this Lease.

28.17 Avoidance of Lease. Landlord may take action to terminate, rescind or avoid this Lease, notwithstanding bankruptcy, insolvency, reorganization, composition, readjustment, liquidation, dissolution, winding-up or other proceeding affecting Tenant and notwithstanding any action with respect to this Lease which may be taken by any trustee or receiver of Tenant or by any court in any such proceeding.

28.18 Waiver of Rights. Tenant hereby waives for itself and all those claiming under it, any rights which it may have under any present or future constitution, statute or rule of law: (i) to redeem the Premises after termination of Tenant's right of occupancy by order or judgment of any court or by any legal process or writ; (ii) which exempts property from liability for debt or for distress for rent; (iii) which entitles Tenant to notice or hearing prior to Landlord obtaining any prejudgment remedy; in connection herewith, Tenant waives and relinquishes all rights to notice and hearing under Nebraska General Statutes which entitles Tenant to receive any prior notice to quit as a condition precedent to Landlord's filing of a complaint and summons for immediate possession or occupancy of the Premises, and to a trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other or any matters whatsoever arising out of or in any way connected with this Lease.

28.19 Expenses and Attorneys Fees.

a. If Tenant shall be in default in the performance of any of its obligations hereunder, Tenant shall pay to the Landlord all the costs and expenses incurred in connection therewith, including without limitation, reasonable attorney's fees, whether or not resort is had to judicial proceedings.

b. If Landlord shall, without fault on its part, be made a party to any litigation commenced against Tenant and if Tenant shall fail to provide Landlord with counsel approved by Landlord (such approval not to be unreasonably withheld), Tenant shall pay all costs and reasonable attorney's fees incurred or paid by Landlord in connection with such litigation.

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JAN 8 0 2014
NEBRASKA LIQUOR
COMMISSION

Landlord (such approval not to be unreasonably withheld), Tenant shall pay all costs and reasonable attorney's fees incurred or paid by Landlord in connection with such litigation.

28.20 Power of Attorney. Tenant hereby appoints Landlord, its successors and assigns, as Tenant's attorney-in-fact to execute and deliver any and all certificates required to be executed by Tenant hereunder, including, without limitation, those certificates described in Sections 7, 18.1, 18.2 and 27.

29. Upon full and faithful performance of this lease, Tenant will have no options to extend the term of this lease. However the Tenant shall be granted One (1) option to Terminate the Lease upon Ninety (90) days written notice to Landlord before Thirty Sixth (36) month of the Lease.

30. Landlord or its agent shall notify Tenant of any offers to lease space directly adjacent to the Premises.

31. Landlord will not permit any party, other than Tenant, to offer Mexican Food services in Brentwood Village during the term of the lease or any renewal option. Tenant shall be able to sell or offer other products and services on the premises reasonably related to its business and other goods and services it deems part of its business concept as it exists now or in the future.

32. Tenant may install signs in, on, or about the Premises to the maximum extent permitted by local law and Plaza regulations, and subject to Landlord's sign criteria and approval.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the day and year first above written.

WITNESSES:

T. Jay Thota

LANDLORD: JSMN MALL, LLC

BY:

Ravinder K. Thota
RAVINDER K. THOTA, A MEMBER,
duly authorized

WITNESSES:

Barbara Stad

TENANT:

Roberto Mata Jr

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EXHIBIT B

JAN 8 0 2014

NEBRASKA LIQUOR

CONTROL COMMISSION

Landlord will deliver space "As Is" and shall warrant that all utilities are in good, working order at the time of lease commencement with these exceptions.

Landlord will:

- Provide Tenant with written verification from a licensed Plumber that the Hot Water Heater serving the premises is in good working order at the Commencement of the Lease.
- Landlord will remove any existing restaurant equipment from the Premises that is not wanted by Tenant
- Landlord will install a wall with double walk through doors in the former game area of the bar to create a private party room.

Landlord will maintain landscaping (mulch beds; weeding, etc.) on an ongoing schedule.

Landlord will remove snow from walkway and parking lots.

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Business Plan

El Vallarta III, LLC
1995 Ridgeview Rd
Blair, NE 68008

JAN 8 0 2014

NEBRASKA LIQUOR
CONTROL COMMISSION

DESCRIPTION: Brentwood Village Shopping Center

Suites 8043-8049
8045 S. 83rd Ave
La Vista, NE 68128

Approximately 6,400 square feet with full use of patio.

PRODUCT/SERVICE: Food/Hospitality. Restaurant with food and full bar.

Provide customers with a unique and authentic dining experience. El Vallarta takes great pride in the service and food it provides its customers. We believe that they are the core of our business and what keeps them from coming back to our establishments.

TARGET MARKET: Families and people of all ages in La Vista, NE and surrounding areas.

STRATEGY: La Vista is a growing city, so we will be extending our marketing efforts all over the area. Not only do we want the community to know who we are, but all of Omaha. We have worked with Yellowbook for the past year and will probably be working with them to get mailers out and most of our advertising needs. We will also be advertising within the La Vista area to get our established customers and to be a part of that growing community.

We have two thriving restaurants, one in Blair and the other in Neligh. We will be pulling our resources from those restaurants to fund this new project. A lot of our equipment was financed from Hockenbergs in Omaha where we have a \$100,000 credit limit. We worked with Vital Signs from Council Bluffs for both of our businesses and they do half down and the other half when we are up and running. We work closely with El Maizal and Martin Produce for our wholesale food products. They finance us up to \$15,000.00 each for our first order. We will not be financing that much, but we do have a nice cushion to do so.

EXECUTIVE SUMMARY: Our goal with El Vallarta is to provide the city of La Vista as well as surrounding areas with a different option when dining out. We believe that this restaurant will do well mainly due to the fact that there isn't a lot of competition in this particular area. There is a lot of potential with the location of the building and all the traffic it brings in. Having worked in the restaurant business for the past 10+ years, we are positive this restaurant will be a success and a great addition to the community.