

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 IK LIQUOR LICENSE APPLICATION FOR LA VISTA ES CATERING CO INC DBA LA VISTA EMBASSY SUITES, LA VISTA, NEBRASKA.

WHEREAS, La Vista ES Catering Co Inc dba La Vista Embassy Suites, 12520 Westport Parkway, La Vista, Sarpy County, Nebraska, has applied to the Nebraska Liquor Control Commission for a Class IK 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 IK Liquor License application submitted by La Vista ES Catering Co Inc dba La Vista Embassy Suites, 12520 Westport Parkway, La Vista, NE.

PASSED AND APPROVED THIS 3RD DAY OF JUNE 2008.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Bueth, CMC
City Clerk



| |
|--------------------------------------------------------------------|
| <p>LA VISTA POLICE DEPARTMENT INTER-DEPARTMENT MEMO</p> |
|--------------------------------------------------------------------|

TO: Pam Buethe, City Clerk

FROM: Chief Robert S. Lausten

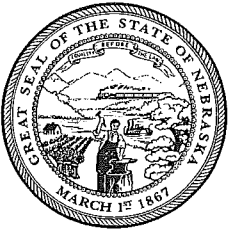
DATE: May 12, 2008

RE: LOCAL BACKGROUND- CORPORATE LIQUOR LICENSE-
CORPORATE MANAGER-LA VISTA EMBASSY SUITES

CC:

The police department conducted a check of computerized records on the Corporate Liquor License applicants (James Q. Hammons and Jacqueline Dowdy) regarding the Liquor License application for the La Vista Embassy Suites. Both had no entries.

A check was also conducted on the applicant for the Corporate Manager Application, Stephanie Grade, for criminal conduct in Nebraska. No criminal entries were found. There were two traffic violations noted.



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

TRS USER 800 833-7352 (TTY)

web address: <http://www.lcc.ne.gov/>

May 9, 2008

City Clerk of La Vista
8116 Park View Boulevard
La Vista, NE 68128

RE: La Vista Embassy Suites

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
Jackie B. Matulka
Licensing Division

Enclosures

Rhonda R. Flower
Commissioner

Bob Logsdon
Chairman

Pat Thomas
Commissioner

RECOMMENDATION OF THE NEBRASKA LIQUOR CONTROL COMMISSION

June 9, 2008 JBM

Date Mailed from Commission Office:

May 9, 2008

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:

La Vista ES Catering Co Inc DBA La Vista Embassy Suites

12520 Westport Parkway, La Vista, NE 68128 (Sarpy County)

NEW APPLICATION for Class IK 80915

45 days – June 23, 2008

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

Check one: Yes _____ No _____

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

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

Check one: Yes _____ No _____

3. Date of hearing of Governing Body: _____

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

5. Motion was made by: _____ Seconded by: _____

6. Roll Call Vote: _____

7. **Check one:** 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)

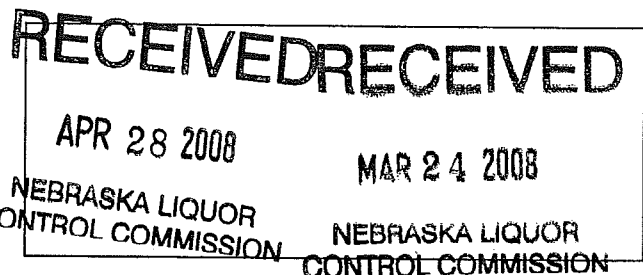
APPLICATION FOR LIQUOR LICENSE CHECKLIST

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

[Handwritten mark]

80915

jm



Applicant Name La Vista ES Catering Co., Inc.

Trade Name La Vista Embassy Suites

Previous Trade Name N/A

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

REQUIRED ATTACHMENTS

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

☒ 1. Fingerprint cards for each person (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.

☒ 2. Enclose registration fee for the appropriate class of license, made out to the Nebraska Liquor Control Commission.

DA
☒ 3. Enclose the appropriate application forms; Individual License – Form 1; Partnership License – Form 2; Corporate - Form 3a; Limited Liability Form (LCC) – Form 3b. Corporate Form 3a and LLC Form 3b requires Corporate Manager application – Form 3c.

☒ 4. If building is being leased send a copy of the lease. Be sure it reads in the individual(s), corporate or LLC name being applied for. Also, the lease must extend through the license year being applied for. If building owned, send a copy of the deed or purchase agreement in appropriate name.

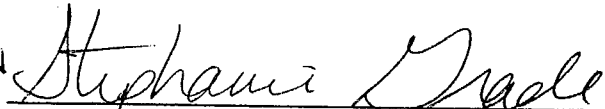
☒ 5. If you are buying the business of a current licensee, provide a copy of the purchase agreement from licensee. This also needs to be in appropriate applicant's name. **New Business**

☒ 6. If wishing to run on current liquor license enclose temporary agency agreement (**must be Commission form only, must include copy of signature card from the bank showing both the seller and buyers name on account**). **New Business**

*Bus 011365
145-mm
2x-mm*

- ☒ 7. Copy of alcohol inventory being purchased. Inventory shall include brand names and container sizes. Inventory may be taken at the time application is being submitted.
- ☒ 8. Enclose a list of any inventory or property owned by other parties that are on the premise.
- ☒ 9. For individual, partnership and LLC enclose proof of citizenship; copy of birth certificate (certificate from the State where born, not hospital certificate), naturalization paper or passport, for all applicants, members and spouses.
- ☒ 10. If corporation or LLC enclose a copy of articles as filed with the Secretary of States Office. This document must show barcode.

I acknowledge that this application is not a guarantee that a liquor license will be issued to me, and that the average processing period is 45-60 days. Furthermore, I understand that all the information is truthful and I accept all responsibility for any false documents.


Signature

APPLICATION FOR LIQUOR LICENSE

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

RECEIVED

APR 28 2008

RECEIVED

MAR 24 2008

NEBRASKA LIQUOR
CONTROL COMMISSION

CLASS OF LICENSE FOR WHICH APPLICATION IS MADE AND FEES
CHECK DESIRED CLASS(S)

RETAIL LICENSE(S)

- | | | | |
|-------------------------------------|---|-----------------------------------------------|---------|
| <input type="checkbox"/> | A | BEER, ON SALE ONLY | \$45.00 |
| <input type="checkbox"/> | B | BEER, OFF SALE ONLY | \$45.00 |
| <input type="checkbox"/> | C | BEER, WINE & DISTILLED SPIRITS, ON & OFF SALE | \$45.00 |
| <input type="checkbox"/> | D | BEER, WINE & DISTILLED SPIRITS, OFF SALE ONLY | \$45.00 |
| <input checked="" type="checkbox"/> | I | BEER, WINE & DISTILLED SPIRITS, ON SALE ONLY | \$45.00 |

Class K Catering license may be added to any of these classes with the filing of the appropriate form and fee of \$100.00

MISCELLANEOUS

- | | | | | |
|--------------------------|---|--------------------------|------------------------|-----------------------|
| <input type="checkbox"/> | L | Craft Brewery (Brew Pub) | \$295.00 | \$1,000 minimum bond |
| <input type="checkbox"/> | O | Boat | \$ 95.00 | |
| <input type="checkbox"/> | V | Manufacturer | \$ 45.00(+license fee) | \$10,000 minimum bond |
| <input type="checkbox"/> | W | Wholesale Beer | \$545.00 | \$5,000 minimum bond |
| <input type="checkbox"/> | X | Wholesale Liquor | \$795.00 | \$5,000 minimum bond |
| <input type="checkbox"/> | Y | Farm Winery | \$295.00 | \$1,000 minimum bond |
| <input type="checkbox"/> | Z | Micro Distillery | \$295.00 | \$1,000 minimum bond |

All Class C licenses expire October 31st

All other licenses expire April 30th

Catering expire same as underlying retail license

TYPE OF APPLICATION BEING APPLIED FOR (CHECK ONE)

- | | |
|-------------------------------------|---------------------------------------------------|
| <input type="checkbox"/> | Individual License (requires insert form 1) |
| <input type="checkbox"/> | Partnership License (requires insert form 2) |
| <input checked="" type="checkbox"/> | Corporate License (requires insert form 3a & 3c) |
| <input type="checkbox"/> | Limited Liability Company (requires form 3b & 3c) |

NAME OF PERSON OR FIRM ASSISTING WITH APPLICATION

(commission will call this person with any questions we may have on this application)

Name Carrie Bellm

Phone number: (417) 873-3527

Firm Name John Q. Hammons Hotels

PREMISE INFORMATION

Trade Name (doing business as) La Vista Embassy Suites

Street Address #1 12520 Westport Parkway

✓ Street Address #2 _____

City La Vista County Sarpy #59 Zip Code 68128

Premise Telephone number (402) 331-7400

Is this location inside the city/village corporate limits:



YES



NO

Mail address (where you want receipt of mail from the commission)

Name John Q. Hammons Hotels

Street Address 300 John Q. Hammons Parkway, Suite 900
#1 _____

✓ Street Address #2 _____

City Springfield County Greene Zip Code 65806

DESCRIPTION AND DIAGRAM OF THE STRUCTURE TO BE LICENSED

In the space provided or on an attachment draw the area to be licensed. This should include storage areas, basement, 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 in situations. No blue prints please. Be sure to indicate the direction north and number of floors of the building.

See Attached

No Basement

+ Entire 7 story building

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.

RECEIVED
APR 28 2000
NEBRASKA LIQUOR
CONTROL COMMISSION

2. Are you buying the business and/or assets of a licensee?

☐ YES ☒ NO

If yes, give name of business and license number _____

a) Submit a copy of the sales agreement including a list of the furniture, fixtures and equipment.

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

3. Are you filing a temporary agency agreement whereby current licensee allows you to operate on their license?

☐ YES ☒ NO

If yes, attach temporary agency agreement form and signature card from the bank.

This agreement is not effective until you receive your three (3) digit ID number from the Commission.

4. Are you borrowing any money from any source to establish and/or operate the business?

☐ YES ☒ NO

If yes, list the lender _____

5. 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. Ownership entity of Hotel, and Lessor,

is JQH-La Vista III Development, LLC

landlord - OK

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

☒ YES ☐ NO

If yes, list such items and the owner. Furniture, fixtures and equipment are owned by

JQH - La Vista III Development, LLC

7. Will any person(s) other than named in this application have any direct or indirect ownership or control of the business?

☒ YES ☐ NO

If yes, explain. JQH - La Vista Development, LLC owns hotel

No silent partners

landlord - OK

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

☐ YES ☒ NO

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

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

☐ YES ☒ NO

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

10. List the primary bank and/or financial institution (branch if applicable) to be utilized by the business and the individual(s) who will be authorized to write checks and/or withdrawals on accounts at the institution.

First National Bank of Omaha - John Q. Hammons, Jacqueline Dowdy, Erik J. Kamfjord, and John J. Slaboch

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.

Lincoln - P Street Catering Co., Inc., License #47438, Lincoln, NE has same officers and shareholders

12. List the person who will be the on site supervisor of the business and the estimated number of hours per week such person or manager will be on the premises supervising operations. Stephanie Grade - Approx. 50 Hours/Week

13. List the training and/or experience (when and where) of the person lists in #12 above in connection with selling and/or serving alcoholic

beverages. Care training, November 1998, April 2001; recognized as a trainer in August 2001

14. 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 3/31/2028

☐ Deed

☐ Purchase Agreement

15. When do you intend to open for business? May 2008

16. What will be the main nature of business? Full Service Hotel, Bar, Restaurant

17. What are the anticipated hours of operation? 24/7

18. List the principal residence(s) for the past 10 years for all persons required to sign, including spouses. If necessary attach a separate sheet.

RESIDENCES FOR THE PAST 10 YEARS, APPLICANT AND SPOUSE MUST COMPLETE

| APPLICANT: CITY & STATE | YEAR FROM | TO | SPOUSE: CITY & STATE | YEAR FROM | TO |
|--------------------------------------|--------------|---------|---------------------------------|--------------|---------|
| John Q. Hammons, Springfield, MO | 1957 | Present | Juanita K. Hammons, Sprfld | 1957 | Present |
| Jacqueline A. Dowdy, Springfield, MO | 1991 | Present | David R. Dowdy, Springfield, MO | 1991 | Present |
| | | | | | |
| | | | | | |

Jacqueline & David Dowdy must list their past residence.

The undersigned applicant(s) hereby consent(s) to an investigation of his/her background investigation 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.

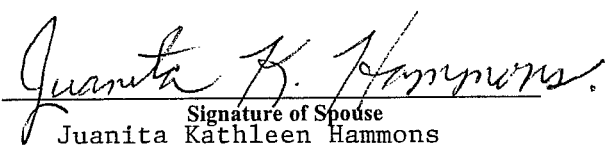

Signature of Applicant
John Quentin Hammons

Signature of Applicant

Signature of Applicant

Signature of Applicant

Signature of Applicant


Signature of Spouse
Juanita Kathleen Hammons

Signature of Spouse

Signature of Spouse

Signature of Spouse

Signature of Spouse

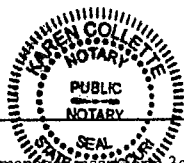
State of Nebraska

County of Greene

The foregoing instrument was acknowledged before me this 31st day of March, 2008

John Q. Hammons
Karen L. Collette
Notary Public signature

Affix Seal Here

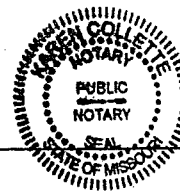


County of Greene

The foregoing instrument was acknowledged before me this 31st day of March by

Juanita K. Hammons
Karen L. Collette
Notary Public signature

Affix Seal Here



in compliance with the ADA, this manual form 3c is available in other formats for persons with disabilities.
A ten day advance period is required in writing to produce the alternate format.

Karen Collette Comm # 06492797
Greene County State of Missouri
My Commission Expires Nov. 30, 2010

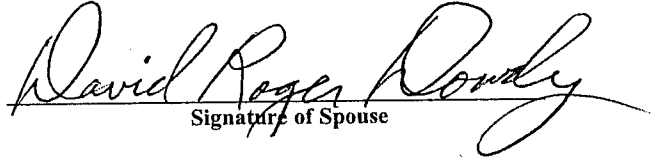
Karen Collette Comm # 06492797
Greene County State of Missouri
My Commission Expires Nov. 30, 2010

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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

Signature of Applicant

Signature of Spouse

Signature of Applicant

Signature of Spouse

Signature of Applicant

Signature of Spouse

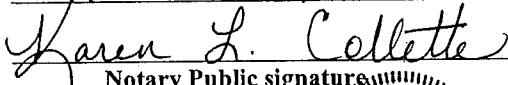
Signature of Applicant

Signature of Spouse

State of ~~Nebraska~~ Missouri

County of Greene

The foregoing instrument was acknowledged before me this 31st day of March 2008 by

Karen L. Collette

Notary Public signature


Affix Seal Here



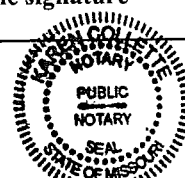
Karen Collette Comm # 06492797
Greene County State of Missouri
My Commission Expires Nov. 30, 2010

County of Greene

The foregoing instrument was acknowledged before me this 31st day of March 2008 by

Karen L. Collette

Notary Public signature

Affix Seal Here



Karen Collette Comm # 06492797
Greene County State of Missouri
My Commission Expires Nov. 30, 2010

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

**APPLICATION FOR LIQUOR LICENSE
CATERING LICENSE**

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

RECEIVED

MAR 24 2008

**NEBRASKA LIQUOR
CONTROL COMMISSION**

FEE \$100.00

A catering license allows a retail licensee to deliver, sell or dispense alcoholic liquors, including beer, for consumption at a location designated on a Special Designated License (SDL). The catering license is renewed in the same manner and time as the retail license held by the licensee. A licensee shall not cater an event unless a SDL has been obtained. *An applicant seeking a SDL must be filed with the local governing body where the event is to be held at least 21 days prior to the event.* The application must then be filed with the Commission ten working days prior to the event. The local or county approval and law enforcement notification letter must accompany the SDL when submitted to the Commission. The \$40 per day license fee is waived for the holder of a catering license and the number of events allowed is unlimited.

CLASS OF LICENSE AND NUMBER Class I and K ; applied for license number

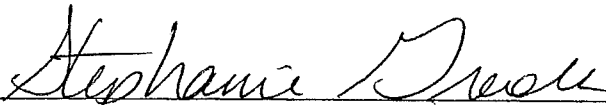
NAME OF LICENSEE La Vista ES Catering Co., Inc.

TRADE NAME La Vista Embassy Suites

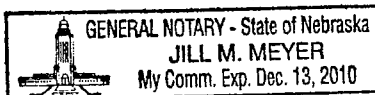
PREMISE ADDRESS 12520 Westport Parkway

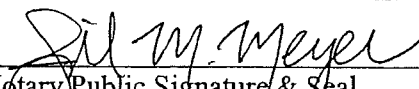
CITY/STATE/ZIP CODE La Vista, NE 68128

A copy of your application for a catering license will be forwarded to the local governing body for recommendation Neb.rev.state., the Liquor Commission shall set for hearing any application receiving local governing body denial, a citizens protest or having statutory problems discovered by the Commission. If the local governing body does not make a recommendation, the Commission may approve or deny the issuance of a license. Catering licenses shall be delivered to the licensee in the same manner as provided in subsection (4) of Neb. rev. state., for delivery of licenses.


Signature of Licensee

Subscribed in my presence and sworn to before me this 12th day of MARCH, 2008




Notary Public Signature & Seal

**MANAGER APPLICATION
INSERT - FORM 3c**

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

Office Use

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APR 28 2008 MAR 24 2008
NEBRASKA LIQUOR CONTROL COMMISSION
NEBRASKA LIQUOR CONTROL COMMISSION

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)
- 3) Must provide a copy of their certified birth certificate or INS papers
- 4) Must submit their fingerprints (2 cards per person)
- 5) Must be 21 years of age or older
- 6) Applicant may be required to take a training course

Corporation/LLC information

Name of Corporation/LLC: La Vista ES Catering Co., Inc.

Premise information

Premise License Number: Applied for premise license number

Premise Trade Name/DBA: La Vista Embassy Suites

Premise Street Address: 12520 Westport Parkway

City: La Vista State: Nebraska Zip Code: 68128

Premise Phone Number: (402) 331-7400

The individual whose name is listed in the president or contact member category on either insert form 3a or 3b must sign their name below.



Jacqueline Dowdy

CORPORATE OFFICER SIGNATURE

(Faxed signatures are acceptable)

John Hammons or Jacqueline Dowdy
must sign above

Manager's information must be completed below PLEASE PRINT CLEARLY

Gender: ☐ MALE ☒ FEMALE

Last Name: GRADE First Name: STEPHANIE MI: L

Home Address (include PO Box if applicable): 15933 R. Circle, Omaha, NE 68135

City: Omaha State: NE Zip Code: 68135

Home Phone Number: (402) 331-7400 Business Phone Number: (402) 331-7400

Social Security Number: Drivers License Number & State: *will need a NE drivers lic*

Date Of Birth: 11/20/1974 Place Of Birth: BEATRICE, NE

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

☒ YES

☐ NO

Spouse's information

SPOUSAL

Spouses Last Name: GRADE First Name: SHANE MI: E

Social Security Number: Drivers License Number & State: *will need a NE drivers lic* (Expires 12/5/2013)

Date Of Birth: 12/5/1974 Place Of Birth: OTTUMWA, IA

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

APPLICANT

SPOUSE

| CITY & STATE (Current Address Above) | YEAR FROM TO | | CITY & STATE | YEAR FROM TO | |
|-----------------------------------------|-----------------|------|-----------------------|-----------------|------|
| LAWRENCE, KANSAS | 6/04 | 2/08 | LAWRENCE, KANSAS | 8/04 | 3/08 |
| WINDSOR HEIGHTS, IOWA | 2001 | 6/04 | WINDSOR HEIGHTS, IOWA | 2003 | 2004 |
| GRIMES, IOWA | 2000 | 2001 | POLK CITY, IOWA | 1999 | 2003 |
| AMES, IOWA | 1995 | 2000 | OVERLAND PARK, KANSAS | 1997 | 1999 |

MANAGER'S LAST TWO EMPLOYERS

| YEAR FROM TO | | NAME OF EMPLOYER | NAME OF SUPERVISOR | TELEPHONE NUMBER |
|-----------------|------|-----------------------------|--------------------|------------------|
| 2004 | 2008 | CAPITOL PLAZA HOTEL | RENA ZACHARY | (785) 431-7200 |
| 1998 | 2004 | UNIVERSITY PARK HOLIDAY INN | JACK BAKER | (515) 223-1800 |

Manager and spouse must review and answer the questions below
PLEASE PRINT CLEARLY

1. READ PARAGRAPH CAREFULLY AND 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.

2. Have you or your spouse ever been approved or made application for a liquor license in Nebraska or any other state? **IF YES**, list the name of the premise.

☐ YES

☒ NO

3. Do you, as a manager, have all the qualifications required to hold a Nebraska Liquor License? Nebraska Liquor Control Act (§53-131.01)

☒ YES

☐ NO

4. Have you filed the required fingerprint cards and **PROPER FEES** with this application? (The check or money order must be made out to the **Nebraska State Patrol for \$38.00 per person**)

☒ YES

☐ NO

prints enclosed for
stephanie

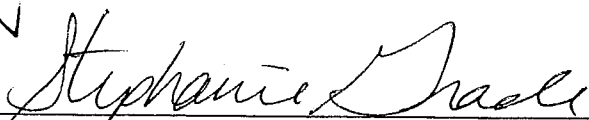
3

PERSONAL OATH AND CONSENT OF INVESTIGATION

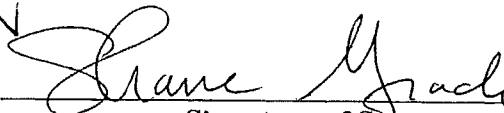
The above individual(s), being first duly sworn upon oath, deposes and states that the undersigned is the applicant and/or spouse of applicant who makes the above and foregoing application that said application has been read and that the contents thereof and all statements contained therein are true. 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

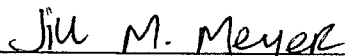
State of Nebraska

County of SARPY

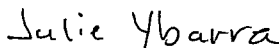
County of Douglas

The foregoing instrument was acknowledged before me this 12th day of MARCH 2008 by

The foregoing instrument was acknowledged before me this 3/11/08 by

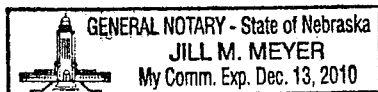


Notary Public signature

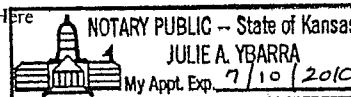


Notary Public signature

Affix Seal Here

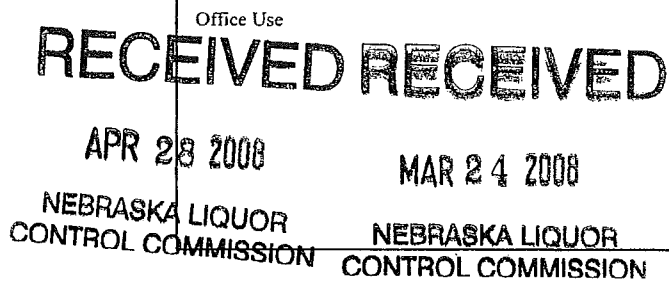


Affix Seal Here



SPOUSAL AFFIDAVIT OF NON PARTICIPATION INSERT

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



I acknowledge that I am the spouse of a liquor license holder. My signature below confirms that I will have not have any interest, directly or indirectly in the operation or profit of the business (§53-125(13)) of the Liquor Control Act. I will not tend bar, make sales, serve patrons, stock shelves, write checks, sign invoices or represent myself as the owner or in any way participate in the day to day operations of this business in any capacity. I understand my fingerprint will not be required; however, I am obligated to sign and disclose any information on all applications needed to process this application.

Shane Grade

Signature of spouse asking for waiver
(Spouse of individual listed below)

Shane Grade

Printed name of spouse asking for waiver

State of Kansas

County of Douglas

March 11, 2008
date

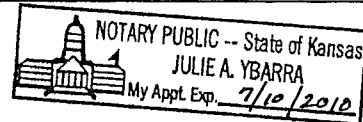
The foregoing instrument was acknowledged before me this

by Shane Grade

name of person acknowledged

Julie Ybarra
Notary Public signature

Affix Seal



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

Stephanie Grade

Signature of individual involved with application
(Spouse of individual listed above)

Stephanie Grade

Printed name of applying individual

State of NEBRASKA

County of SARPY

3-12-2008
date

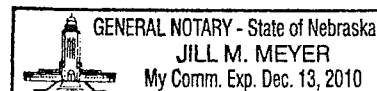
The foregoing instrument was acknowledged before me this

by STEPHANIE GRADE

name of person acknowledged

Jill M. Meyer
Notary Public signature

Affix Seal



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

not a voter registration

Dear Stephanie:

This is your new **PERMANENT** Voter Information Card / Acknowledgement of Registration. This card replaces any previous Voter Information Card / Acknowledgement of Registration you may have previously received. Please discard any old cards to avoid confusion. You do not need to present this card in order to vote at the polls, however, it will help ensure that you are voting at your correct location and in the correct precinct. Remember, you must register every time you move, change your name, or change your party affiliation. If you have any questions, please contact the Election Commission at (402) 444-VOTE (8683). You may also visit the Election Commission website at www.vote4douglasscounty.com. The website contains up-to-date information regarding your polling place, sample ballots, early voting (absentee) information, information on candidates and offices, and information on elected officials. I look forward to seeing you on Election Day.

Sincerely,

Dave Phipps
Dave Phipps

Douglas County Election Commissioner

VOTER INFORMATION CARD

Date Issued: 04/17/2008



Name: Stephanie L. Grade
Address: 15933 R Cir
Omaha NE 68135

Polling Place: St. Stephen The Martyr Catholic Parish Center
5625 South 167 Plaza
Omaha NE 68135
Hndcp: Use The Main Entrance

Party: D
Ward: 8
Precinct: 21
Ballot Type: 1

DETACH HERE AND KEEP ENTIRE EDITION PERMANENT

FOR WALLET SIZE FOLD HERE

VOTING DISTRICTS

| | | |
|-----------------------------|----------------------|------------|
| Congress 2 | Legislative 31 | NRD 9 |
| 3rd of Higgins 8 | City Council | ALD YES |
| County Comm. 6 | State Bd of Ed 8 | ESU 3 - 5 |
| Metrolink 1 | Supreme Ct 4 | OPPD METRO |
| Public Soc Comm 3 | Learning Community 4 | |
| School District MILLARD #17 | | |

- Polls are open on Election Day from 8:00 a.m. to 8:00 p.m.
- Statewide Primary Elections are held on the first Tuesday following the second Monday of May in even numbered years.
- Statewide General Elections are held on the first Tuesday following the first Monday of November in even numbered years.
- Special elections are held periodically, however, you will not receive special notification from the Election Commission.
- You need to re-register every time you move, change your name, or change your party affiliation.
- The Election Commission is open from 8:30 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.

STATE OF NEBRASKA—DEPARTMENT OF HEALTH
BUREAU OF VITAL STATISTICS
CERTIFICATE OF LIVE BIRTH

126—

74 20805

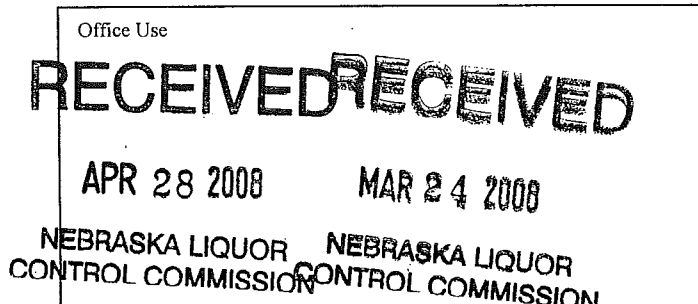
| | | | | | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|-------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|------------------------------------------------------------|-----------------------------|
| CHILD—NAME FIRST MIDDLE LAST 1. Stephanie Lynn Antholz | | | SEX 2. Female | DATE OF BIRTH (Month, Day, Year) 3a. November 20, 1974 | | HOUR 3b. 7:51 P. M. |
| HOSPITAL—NAME (If not in hospital, give street and number) 4a. Mennonite Deaconess Hospital | | | INSIDE CITY LIMITS (Specify Yes or No) 4b. Yes | CITY, TOWN, OR LOCATION OF BIRTH 4c. Beatrice | | COUNTY OF BIRTH 4d. Gage |
| I certify that the stated information concerning this child is true to the best of my knowledge and belief. 5a. (Signature) Alan Langvardt, M.D. CERTIFIER—NAME AND TITLE (Type or print) | | | DATE SIGNED (Month, Day, Year) 5b. | | NAME AND TITLE OF ATTENDANT IF OTHER THAN CERTIFIER 5c. | |
| 6a. Alan Langvardt, M.D. | | | MAILING ADDRESS (STREET OR R.F.D. NO., CITY OR TOWN, STATE, ZIP) 6b. 805 West Court St., Beatrice, Nebraska | | | |
| REGISTRAR—SIGNATURE 7a. Calvin H. Gullion | | | DATE RECEIVED BY REGISTRAR MONTH DAY YEAR 7b. December 23, 1974 | | | |
| MOTHER—MAIDEN NAME FIRST MIDDLE LAST 8a. Lois Elane Troxel | | | AGE (At time of this birth) 8b. 19 | CITY AND STATE OF BIRTH (If not in U.S.A., Name Country) 8c. Fairbury, Nebraska | | |
| RESIDENCE—STATE 9a. Nebraska | COUNTY 9b. Gage | CITY, TOWN, OR LOCATION, (Include zip code) 9c. Beatrice 68310 | INSIDE CITY LIMITS (Specify Yes or No) 9d. Yes | STREET AND NUMBER 9e. 120 S. Bluff | | |
| MOTHER'S MAILING ADDRESS—Enter if not same as residence | | | | | | |
| 10. FATHER—NAME FIRST MIDDLE LAST 11a. Robert Earl Antholz | | | AGE (At time of this birth) 11b. 16 | CITY AND STATE OF BIRTH (If not in U.S.A., Name Country) 11c. Lincoln, Nebraska | | |
| I certify that the personal information provided on this certificate is correct to the best of my knowledge and belief. (Signature of Parent or other informant) 12a. Lois E. Antholz | | | RELATION TO CHILD 12b. Mother | | | |

WHEN THIS COPY CARRIES THE RAISED SEAL OF THE NEBRASKA STATE DEPARTMENT OF HEALTH, IT CERTIFIES THE ABOVE TO BE A TRUE COPY OF AN ORIGINAL RECORD ON FILE WITH THE STATE DEPARTMENT OF HEALTH, BUREAU OF VITAL STATISTICS, WHICH IS THE LEGAL DEPOSITORY FOR VITAL RECORDS.

Freda Theris
DIRECTOR OF VITAL STATISTICS AND ASSISTANT STATE REGISTRAR
LINCOLN, NEBRASKA Issued June 24, 1983

APPLICATION FOR LIQUOR LICENSE
CORPORATION
INSERT - FORM 3a

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



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

- 1) The president and stockholders holding over 25% and their spouse (if applicable) must submit their fingerprints (2 cards per person)
- 2) All officers, directors and stockholders holding over 25 % and their spouse (if applicable) must sign the signature page of the Application for License form (Even if a spousal affidavit has been submitted)

Attach copy of Articles of Incorporation (Articles must show barcode receipt by Secretary of States Office)

Name of Registered Agent: CSC - Lawyers Incorporating Service Company

Name of Corporation that will hold license as listed on the Articles

La Vista ES Catering Co., Inc.

Corporation Address: 12520 Westport Parkway

City: La Vista State: NE Zip Code: 68128

Corporation Phone Number: (402) 331-7400 Fax Number (402) 331-7401

Total Number of Corporation Shares Issued: Five (5)

Name and notarized signature of president (Information of president must be listed on following page)

Last Name: Hammons First Name: John MI: Q.

Home Address: 2450 Skyline City: Springfield

State: MO Zip Code: 65804 Home Phone Number: (417) 889-5383

[Signature]
Signature of president

State of ~~Nebraska~~ Missouri
County of Greene

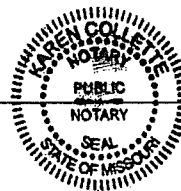
The foregoing instrument was acknowledged before me this

3-10-08
date

by John Q. Hammons
name of person acknowledged

[Signature]
Notary Public signature

Affix Seal Here



Karen Collette Comm # 06492797
Greene County State of Missouri
My Commission Expires Nov. 30, 2010

List names of all officers, directors and stockholders including spouses (Even if a spousal affidavit has been submitted)

Last Name: Hammons First Name: James a/k/a John MI: Q
Social Security Number: _____ Date of Birth: 02/24/1919
Title: President, Treasurer, Director Number of Shares 0
Spouse Full Name (indicate N/A if single): Juanita Kathleen Hammons
Spouse Social Security Number: _____ Date of Birth: 06/16/1917

needs to be signed BC

needs to be signed

needs to be signed passport

needs to be signed

Last Name: Dowdy First Name: Jacqueline MI: A
Social Security Number: _____ Date of Birth: 07/13/1943
Title: Secretary Number of Shares 0
Spouse Full Name (indicate N/A if single): David Roger Dowdy
Spouse Social Security Number: _____ Date of Birth: 8/23/1939

Last Name: _____ First Name: _____ MI: _____
Social Security Number: _____ Date of Birth: _____
Title: _____ Number of Shares _____
Spouse Full Name (indicate N/A if single): _____
Spouse Social Security Number: _____ Date of Birth: _____

Revocable Trust of John Q. Hammons Dated
Last Name: December 28, 1989, as Amended and Restated First Name: _____ MI: _____
Social Security Number: _____ Date of Birth: _____
Title: Shareholder Number of Shares 5
Spouse Full Name (indicate N/A if single): _____
Spouse Social Security Number: _____ Date of Birth: _____

Is the applying Corporation controlled by another Corporation?

☐ YES

☒ NO

✓ If yes, provide the name of corporation and supply an organizational chart

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

Starting Date: January

Ending Date: December

Is this a Non-Profit Corporation?

☐ YES

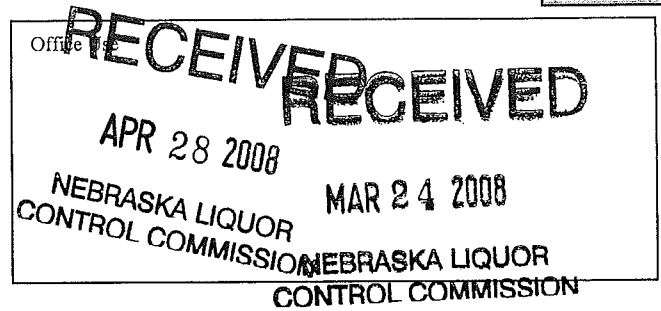
☒ NO

✓ If yes, provide the Federal ID #.

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.

SPOUSAL AFFIDAVIT OF NON PARTICIPATION INSERT

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



I acknowledge that I am the spouse of a liquor license holder. My signature below confirms that I will have not have any interest, directly or indirectly in the operation or profit of the business (§53-125(13)) of the Liquor Control Act. I will not tend bar, make sales, serve patrons, stock shelves, write checks, sign invoices or represent myself as the owner or in any way participate in the day to day operations of this business in any capacity. I understand my fingerprint will not be required; however, I am obligated to sign and disclose any information on all applications needed to process this application.

David Roger Dowdy
Signature of spouse asking for waiver
(Spouse of individual listed below)

David Roger Dowdy

Printed name of spouse asking for waiver

State of Missouri

County of Greene

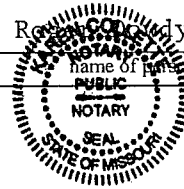
March 13, 2008

date

Karen L. Collette
Notary Public signature

The foregoing instrument was acknowledged before me this

by David Roger Dowdy



Affix Seal

Karen Collette Comm # **06492797**
Greene County State of **Missouri**
My Commission Expires Nov. 30, 2010

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

Jacqueline A Dowdy
Signature of individual involved with application
(Spouse of individual listed above)

Jacqueline Anne Dowdy

Printed name of applying individual

State of Missouri

County of Greene

March 31, 2008

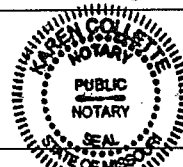
date

Karen L. Collette
Notary Public signature

The foregoing instrument was acknowledged before me this

by Jacqueline Anne Dowdy

name of person acknowledged



Affix Seal

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

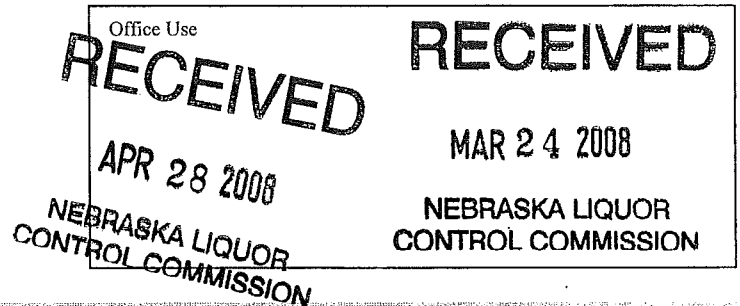
Karen Collette Comm # **06492797**
Greene County State of **Missouri**
My Commission Expires Nov. 30, 2010

FORM 35-4178
Revised 1/2008

Jacqueline Dowdy must sign to be half of this form

SPOUSAL AFFIDAVIT OF NON PARTICIPATION INSERT

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



I acknowledge that I am the spouse of a liquor license holder. My signature below confirms that I will have not have any interest, directly or indirectly in the operation or profit of the business (§53-125(13)) of the Liquor Control Act. I will not tend bar, make sales, serve patrons, stock shelves, write checks, sign invoices or represent myself as the owner or in any way participate in the day to day operations of this business in any capacity. I understand my fingerprint will not be required; however, I am obligated to sign and disclose any information on all applications needed to process this application.

Juanita Kathleen Hammons Juanita Kathleen Hammons
Signature of spouse asking for waiver Printed name of spouse asking for waiver
(Spouse of individual listed below)

State of Missouri

County of Greene

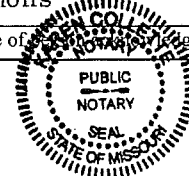
The foregoing instrument was acknowledged before me this

March 7, 2008
date

by Juanita K. Hammons
name of spouse acknowledged

Karen L. Collette
Notary Public signature

Affix Seal



Karen Collette **Comm # 06492797**
Greene County **State of Missouri**
My Commission Expires Nov. 30, 2010

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

[Signature]
Signature of individual involved with application
(Spouse of individual listed above)

John Q. Hammons
Printed name of applying individual

State of Missouri

County of Greene

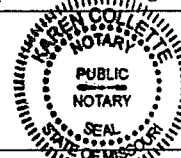
The foregoing instrument was acknowledged before me this

March 31, 2008
date

by John Q. Hammons
name of person acknowledged

Karen L. Collette
Notary Public signature

Affix Seal



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

Karen Collette **Comm # 06492797**
Greene County **State of Missouri**
My Commission Expires Nov. 30, 2010

Karen Collette **Comm # 06492797**
Greene County **State of Missouri**
My Commission Expires Nov. 30, 2010

John Hammons must sign lower half of form

RECEIVED

THIS IS A CERTIFIED COPY OF AN ORIGINAL DOCUMENT.
(Do not accept if rephotographed, or if seal impression cannot be felt.)

MAR 24 2008

THE REPRODUCTION OF THIS DOCUMENT IS PROHIBITED BY LAW (sec. 193.315, RSMo Supp. 1984)

NEBRASKA LIQUOR
CONTROL COMMISSION

STATE OF MISSOURI }
CITY OF JEFFERSON } SS

I HEREBY CERTIFY that this is an exact reproduction of the certificate for the person named therein as it now appears in the permanent records of the Bureau of Vital Records of the Missouri Department of Health. Witness my hand as State Registrar of Vital Statistics and the Seal of the Missouri Department of Health this date of

JUN 24 1987

RECEIVED

APR 28 2008

Garland H Land
Garland H. Land
State Registrar of Vital Statistics

NEBRASKA LIQUOR
CONTROL COMMISSION

STATE OF MISSOURI

Bureau of Vital Statistics
CERTIFICATE OF BIRTH

1. PLACE OF BIRTH
County of Horton
Township of Farmview
Village of Farmview
City of _____
No. _____ St. _____
If birth occurs in a hospital or other institution, give name of same, instead of street and number.

Registration District No. 608
Primary Registration District No. 4362

File No. 7915
Registered No. 60

2. FULL NAME OF CHILD James Quentin Hammons

3. Sex of Child Male 4. Legitimate Yes 5. Twin, Triplet, or other? _____ 6. Number and in order of birth _____ To be answered in case of plural births only 7. Date of birth Feb 24 1912 (Month) (Day) (Year)

8. FULL NAME FATHER James O. Hammons 13. FULL MAIDEN NAME MOTHER Hortense Bass

9. P. O. ADDRESS Farmview MO 14. P. O. ADDRESS Farmview MO

10. COLOR OR RACE White 10a. AGE AT LAST BIRTHDAY 37 (Year) 15. COLOR OR RACE White 15a. AGE AT LAST BIRTHDAY 31 (Year)

11. BIRTHPLACE MO 16. BIRTHPLACE MO

12. OCCUPATION Insurance agent 17. OCCUPATION House wife

18. Number of child of this mother _____ 19. Number of children, of this mother, now living 1 20. Born at full term Yes (This Child)

21. CERTIFICATE OF ATTENDING PHYSICIAN OR MIDWIFE*

I hereby certify that I attended the birth of this child, who was alive at 4 P. M. on the date above stated.

(Born alive or stillborn)

*When there was no attending physician or midwife, then the father, mother, householder, etc., should make this return.

(Signature)

Dr. Russell

22. Given name added from supplemental report

(Physician or Midwife)

H. N. 12, 1912
13
Registrar

Address

Farmview MO

23. Filed

Mar 12, 1914

R. S. Parson
Registrar

This certificate must be FILED with the Local Registrar within TEN (10) days after birth.

RECEIVED

MAR 24 2008

ON NEBRASKA LIQUOR
CONTROL COMMISSION

Authority / Autorité / Autoridad
United States
Department of State

[illegible]

ARTICLES OF INCORPORATION
OF
LA VISTA ES CATERING CO., INC.

RECEIVED

MAR 24 2008

NEBRASKA LIQUOR
CONTROL COMMISSION

The undersigned acting as incorporator of a corporation under the Nebraska Business Corporation Act, adopt the following Articles of Incorporation for such corporation.

- FIRST: The name of the corporation is: **La Vista ES Catering Co., Inc.**
- SECOND: The period of its duration is perpetual.
- THIRD: The purpose or purposes for which the corporation is organized and the transaction of any or all lawful business for which corporations may be incorporated under the Nebraska Business Corporation Act whether granted by specific statutory authority or by construction of law.
- FOURTH: The general nature of the business is to own, operate and manage a retail food and alcoholic beverage operation.
- FIFTH: The number of shares the corporation is authorized to issue is five (5), all of which are of a par value of One Dollar (\$1.00) each and are of the same class are Common shares.
- SIXTH: The corporation shall to the fullest extent permitted by the provisions of the Business Corporation Act of the State of Nebraska, as the same may be amended and supplemented, indemnify any and all persons whom it shall have power to indemnify under said provisions from and against any and all of the expenses, liabilities, or other matters referred to in or covered by said provisions, and the indemnification provided for herein shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any Bylaw, vote of shareholders or disinterested directors, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person.
- SEVENTH: The personal liability of the directors of the corporation is hereby eliminated to the fullest extent permitted by the provisions of the Business Corporation Act of the State of Nebraska, as the same may be amended and supplemented.
- EIGHTH: The corporation elects to have preemptive rights.

RECEIVED

APR 28 2008

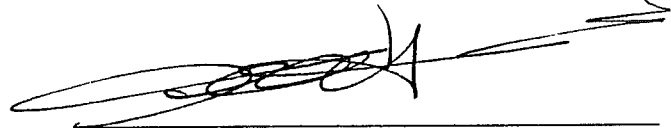
NEBRASKA LIQUOR
CONTROL COMMISSION

NINTH: The name and address of the registered agent for service of process in the State of Nebraska is CSC-Lawyers Incorporating Service Company, 1900 First Bank Building, 233 South 13th Street, Lincoln, Nebraska 68508.

TENTH: The name and address of the initial director is John Q. Hammons, 300 John Q. Hammons Parkway, Suite 900, Springfield, Missouri 65806.

ELEVENTH: The name and address of the incorporator is John Q. Hammons, 300 John Q. Hammons Parkway, Suite 900, Springfield, Missouri 65806.

Signed this 14 day of September, 2007.

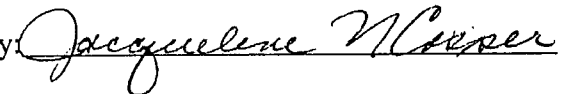


JOHN Q. HAMMONS, Incorporator

ACCEPTANCE OF APPOINTMENT BY STATUTORY AGENT

The undersigned hereby acknowledges and accepts the appointment as statutory agent of the above-named corporation.

CORPORATION SERVICE COMPANY

By: 

Jacqueline N. Casper, Assistant VP

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

JUDY JOBMAN
Deputy Secretary of State

JOHN Q HOMMONS HOTELS MANAGEMENT, LLC
SUITE 900
300 JOHN Q. HAMMONS PKWY
SPRINGFIELD, MO 65806

September 27, 2007

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.

ACKNOWLEDGEMENT OF FILING FEES RECEIVED

| Action/Service | Company/Entity Name | Fee Received |
|--------------------|--------------------------------|--------------|
| Articles Perpetual | LA VISTA ES CATERING CO., INC. | 60.00 |
| Per Page Charge | LA VISTA ES CATERING CO., INC. | 10.00 |
| | Total Fees Received | \$70.00 |

Jody Debus
Filing Officer

PURCHASING MANAGEMENT INTERNATIONAL
PROJECT: EMBASSY SUITES - LA VISTA, NE (PUBLIC AREA/GUESTROOMS)
JOB COST REPORT
DATE: MARCH 10, 2008
DRAW # 4

[Handwritten signature]

MAR 24 2008

RECEIVED

APR 28 2008
NEBRASKA LIQUOR
CONTROL COMMISSION

| ITEM NO | | GL ACCT# | ITEM DESCRIPTION |
|-----------|---------|---------------------------------------------|------------------|
| (70747) | | | |
| | | MEETING ROOM | |
| A-4 | 009-140 | TRACK LIGHTING | |
| BB | 009-140 | CHANDLIER | |
| BR-2A | 009-550 | VINYL @ CONFERENCE CHAIR | |
| E-2 | 009-140 | CHANDLIER | |
| F-7L.1 | 009-080 | PRINTED CARPET | |
| F-7L.2 | 009-080 | PRINTED CARPET | |
| F-7M.1 | 009-080 | PRINTED CARPET | |
| F-7M.2 | 009-080 | PRINTED CARPET | |
| F-7M.3 | 009-080 | PRINTED CARPET | |
| F-7P | 009-080 | PRINTED CARPET-BORDER | |
| F-7Q | 009-080 | PRINTED CARPET- RUG INSET | |
| F-7Q.1 | 009-080 | PRINTED CARPET | |
| F-7Q.2 | 009-080 | PRINTED CARPET | |
| F-7R | 004-080 | PRINTED CARPET | |
| F-7S | 009-080 | PRINTED CARPET | |
| F-7W | 009-080 | PRINTED CARPET | |
| G | 002-140 | CUSTOM SCNCE | |
| GF-17 | 019-180 | MEETING ROOM ERGO CHAIR | |
| W-1M | 009-250 | WALLCOVERING | |
| W-1K | 009-250 | WALLCOVERING | |
| WT-7 | 011-260 | STATIONARY SHEER VENDING | |
| WT-7 | 009-260 | WINDOW TREATMENT @ MEETING ROOM | |
| WT-7A | 002-550 | FABRIC WINDOW TRTMTNT VENDING FLOORS | |
| WT-7A | 009-550 | FABRIC, CORNICE AT MEETING | |
| WT-7A | 009-550 | FLAME TREAT FABRIC, CORNICE AT MEETING ROOM | |
| WT-7B | 009-550 | FABRIC, DRAPERY @ MEETING ROOM | |
| WT-7C | 009-550 | FABRIC, DRAPERY @ MEETING ROOM | |
| WT-8 | 009-260 | WINDOW TREATMENT @ MEETING ROOM | |
| WT-8A | 009-550 | FABRIC, VALANCE AT MEETING ROOM | |
| WT-8A | 009-550 | FLAME TREAT FABRIC, VALANCE AT MEETING ROOM | |
| WT-8B | 009-550 | FABRIC, DRAPERY @ MEETING ROOM | |
| WT-8C | 009-550 | FABRIC, DRAPERY @ MEETING ROOM | |
| | | | |
| | | | |
| | | SUBTOTAL MEETING ROOM | |
| | | | |
| | | LOBBY | |
| HSK EQP-1 | 024-070 | CART, LOBBY | |
| HSK EQP-1 | 024-070 | LAUNDRY CART | |
| HSK EQP-1 | 024-070 | LAUNDRY CART | |
| HSK EQP-1 | 024-070 | LAUNDRY CART | |
| HSK EQP-2 | 024-070 | LAUNDRY FOLDING TABLE | |
| HSK EQP-2 | 024-070 | LAUNDRY TRUCK | |
| EXC EQP-1 | 011-070 | GYM WIPES BUCKET | |
| EXC EQP-2 | 011-070 | GYM WIPES BUCKET | |
| EXC EQP-3 | 011-071 | GYM WIPES REFILL PACK | |
| FRT DESK | 003-160 | FRONT DESK MILLWORK | |
| C-2A | 007-550 | VINYL @ LOUNGE CHAIR SEAT | |
| C-2B | 007-550 | FABRIC @ LOUNGE CHAIR BACK | |
| F-12A | 022-085 | CARPET PAD | |
| HH | 018-140 | CEILING MOUNT FIXTURE | |
| H SCREEN | 009-020 | HOTEL MEDIA SCREEN | |
| L-1 | 005-180 | SOFA ATRIUM LOBBY | |
| L-1A | 005-550 | FABRIC @ SOFA BODY | |
| L-1B | 005-550 | SOFA INSIDE BACK | |
| L-2 | 005-180 | OCCASSIONAL CHAIR | |
| L-2A | 005-550 | FABRIC @ CHAIR SEAT | |
| L-3A | 007-560 | GRANITE TABLE TOP | |
| L-3A | 055-560 | ONYX TABLE TOP ATRIUM LOBBY | |
| L-3B | 005-220 | COFFEE TABLE BASE ATRIUM | |
| L-4A | 004-560 | END TABLE GRANITE TOP | |
| L-4A | 005-580 | ONYX TOP END TABLE ATRIUM LOBBY | |
| L-4B | 005-220 | END TABLE BASE ATRIUM | |
| L-5 | 005-180 | LOUNGE CHAIR ATRIUM | |
| L-5A | 005-550 | VINYL @ LOUNGE CHAIR SEAT | |
| L-5B | 005-550 | FABRIC @ LOUNGE CHAIR BODY | |
| L-5C | 005-550 | FABRIC @ LOUNGE CHAIR PILLOW | |
| L-6A | 005-560 | GRANITE TABLE TOP ATRIUM | |
| L-6A | 005-560 | ONYX TABLE TOP ATRIUM LOBBY | |
| L-6B | 005-220 | COCKTAIL TABLE BASE | |
| L-7 | 004-180 | BOURNE ATRIUM LOBBY | |
| L-7A | 005-550 | VINYL @ BOURNE SEAT | |
| L-7B | 005-550 | FABRIC @ BOURNE BACK | |
| L-8 | 004-180 | BANQUETTE ATRIUM LOBBY | |
| L-8A | 005-550 | VINYL @ BANQUETTE SEAT | |
| L-8A | 005-550 | VINYL @ BANQUETTE SEAT | |
| L-8B | 005-550 | FABRIC @ BANQUETTE BACK | |
| L-9 | 005-220 | CONSOLE TABLE HOUSE TELEPHONES | |
| M-2 | 018-220 | SOFA TABLE | |
| M-7 | 001-210 | SMOKE RECEPTACLES | |
| M-13 | 022-025 | ACCESSORIES | |
| M-13B | 022-025 | ACCESSORIES PUBLIC AREA | |

PURCHASING MANAGEMENT INTERNATIONAL
PROJECT: EMBASSY SUITES - LA VISTA, NE (PUBLIC AREA/GUESTR
JOB COST REPORT
DATE: MARCH 10,2008
DRAW # 4

#4

| ITEM NO | GL ACCT# | ITEM DESCRIPTION |
|-----------|----------|---------------------------------|
| MC-17 | 004-010 | FABRIC MOBLE |
| MC-17A | 004-620 | FREIGHT & INSTALLATION |
| PC-1B | 009-550 | FABRIC @ LOUNGE CHAIR BACK |
| W-1A | 005-250 | WALLCOVERING |
| W-1B | 005-250 | WALLCOVERING |
| WT-9B | 005-550 | FABRIC, SHEER AT ATRUIM LOBBY |
| | | |
| | | SUBTOTAL LOBBY |
| | | |
| | | RESTAURANT |
| R-1.1 | 007-180 | DINING CHAIR RESTRAUNT |
| R-1A | 007-550 | VINLY @ CHAIR SEAT |
| R-1B | 007-550 | FABRIC @ CHAIR BACK |
| R-2A | 007-560 | GRANITE TABLE TOP RESTAURANT |
| R-3A | 007-560 | GRANITE TABLE TOP RESTAURANT |
| R-2B | 007-220 | TABLE BASE RESTURANT |
| R-3B | 007-220 | TABLE BASE RESTURANT |
| R-4 | 007-180 | ROUND DINING BOOTH |
| R-4A | 007-550 | VINYL @ BOOTH SEAT/LOWER BACK |
| R-4B | 007-550 | FABRIC @ BOOTH HEADROLL |
| R-4B | 007-550 | FABRIC @ BOOTH HEADROLL |
| R-5A | 007-560 | GRANITE TABLE TOP RESTAURANT |
| R-5B | 007-220 | TABLE BASE RESTURANT |
| R-6 | 007-180 | DINING CHAIR RESTRAUNT |
| R-6A | 007-550 | VINYL @ BOOTH SEAT/LOWER BACK |
| R-6B | 007-550 | FABRIC @ BOOTH HEADROLL |
| R-6B | 007-550 | FABRIC @ BOOTH HEADROLL |
| R-7A | 007-560 | GRANITE TABLE TOP RESTAURANT |
| R-7B | 007-220 | TABLE BASE RESTURANT |
| R-8 | 007-620 | INSTALLATION FEE |
| R-9 | 007-620 | PRIVATE DINING BANQUET TABLE |
| W-1C | 007-250 | WALLCOVERING |
| W-1D | 007-250 | WALLCOVERING |
| TT | 007-140 | WALL SCONCE |
| TT | 007-140 | WALL SCONCE |
| XX | 007-140 | PENDANT |
| XX | 007-140 | PENDANT |
| | | |
| | | SUBTOTAL RESTAURANT |
| | | |
| | | INTERNET CAFÉ |
| C-1 | 007-180 | SIDE CHAIR |
| C-1A | 007-550 | FABRIC @ SIDE CHAIR |
| C-2 | 007-180 | LOUNGE CHAIR |
| C-3A | 007-560 | GRANITE TABLE TOP INTERNET |
| C-4A | 007-560 | GRANITE TABLE TOP INTERNET |
| C-4B | 007-220 | TABLE BASE INTERNET CAFÉ |
| CC ICE MA | 018-070 | CORRIDOR ICE MACHINES |
| CC ICE MA | 018-070 | INSTALLATION/ FREIGHT CORRIDOR |
| F-7F | 007-080 | PRINTED CARPET |
| H-3 | 007-140 | WALL SCONCE |
| KK | 007-140 | PENDANT |
| W-1E | 007-250 | WALLCOVERING |
| WW | 001-140 | CUSTOM POLE LIGHT |
| | | |
| | | SUBTOTAL INTERNET CAFÉ |
| | | |
| | | COMP DINING |
| CD-1 | 007-180 | DINING SIDE CHAIR |
| CD-1A | 007-550 | VINYL @ DINING SIDE CHAIR |
| CD-2A | 007-220 | DINING TABLE TOP |
| CD-1B | 007-550 | FABRIC @ DINING SIDE CHAIR BACK |
| CD-2B | 007-220 | DINING TABLE TOP |
| C-3B | 007-220 | TABLE BASE INTERNET |
| CD-3A | 007-220 | DINING TABLE TOP |
| CD-3B | 007-220 | DINING TABLE BASE |
| CD-4A | 007-180 | DINING BANQUETTE |
| CD-4A | 007-550 | VINYL @ DINING SIDE CHAIR |
| CD-4B | 007-550 | FABRIC @ BANQUETTE BACK |
| F-7G | 007-080 | PRINTED CARPET |
| F-7H | 005-080 | PRINTED CARPET |
| OD-1 | 007-180 | OUTDOOR DINING CHAIR CUSION |
| OD-1A | 007-180 | OUTDOOR DINING CHAIR CUSION |
| OD-2 | 007-180 | OUTDOOR DINING TABLE TOP |
| OD-3 | 007-180 | OUTDOOR DINING TABLE TOP |
| OD-4 | 007-180 | OUTDOOR DINING TABLE BASE |
| | | |
| | | SUBTOTAL COMP DINING |
| | | |
| | | BOARDROOM |
| AUDIO BOA | 009-070 | AUDIO SYSTEM HOTEL BOARDROOM |
| AA | 009-140 | PENDANT |
| BR-1 | 009-220 | BOARD ROOM CONFERENCE TABLE |
| BR-2 | 009-180 | CONFERENCE CHAIR BOARD ROOM |

10

| DRAW # 4 | | |
|-----------------|-----------------|-----------------------------------------|
| ITEM NO | GL ACCT# | ITEM DESCRIPTION |
| BR-1 | 009-220 | ELECTRONIC/ AV HOOKUPS BOARD ROOM |
| BR-3 | 009-210 | READER BOARD, BOARD ROOM |
| F-7B | 002-080 | CARPET |
| F-7D | 019-080 | CARPET |
| GF-16 | 009-220 | HOSPITALITY SUITE CONFERENCE TABLE |
| W-1J | 009-250 | WALLCOVERING |
| WT-4A | 007-260 | WINDOW TREATMENT |
| WT-4A | 009-550 | FABRIC, SHEERS @ BUSINESS CNTR |
| WT-5A | 009-550 | FABRIC, CORNICE @ BOARDROOM |
| WT-5B | 009-550 | FABRIC, DRAPERY @ BOARDROOM |
| WT-5C | 009-550 | WINDOW TREATMENT @ BOARD RM |
| WT-5C | 009-550 | FABRIC, SHEER @ BOARDROOM |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | SUBTOTAL BOARDROOM |
| | | |
| | | ADMINISTRATION |
| AA-1 | 002-220 | ADMIN AREA FURNITURE |
| F-7A | 002-080 | CARPET |
| W1-U | 002-250 | WALLCOVERING |
| WT-6A | 002-260 | ADMIN AREA WINDOW TREATMENT |
| WT-6B | 009-550 | FABRIC, SHEERS @ ADMIN AREA |
| WT-6C | 002-260 | WINDOW TREATMENT @ ADMIN AREA |
| WT-6D | 002-550 | FABRIC, SHEERS, @ ADMIN AREAS/ EXERCISE |
| | | |
| | | |
| | | SUBTOTAL ADMINISTRATION |
| | | |
| | | MISC. |
| ADT SECUR | 022-470 | ADT SECURITY SYSTEM |
| A-3 | 004-140 | PENDANT |
| ACCT FS C | 002-470 | FLOOR SAFE ACCOUNTING ROOM |
| E-1 | 011-210 | MAGAZINE RACK |
| LFC CABIN | 002-070 | METAL CABINET |
| M-3 | 012-210 | HAMPERS |
| M-5 | 022-210 | TRASH URN |
| M-8 | 001-180 | BENCH |
| M-11A | 012-430 | MIRRORS |
| M-11B | 012-430 | MIRRORS |
| MR-1 | 009-180 | BANQUET STACK CHAIR |
| MR-2 | 009-180 | 3-WHEEL HAND TRUCK |
| P | 012-140 | WALL SCONCE |
| U | 001-140 | WALL SCONCE |
| W-1F | 012-080 | WALLCOVERING |
| W-1G | 012-080 | WALLCOVERING |
| W-1L | 009-250 | WALLCOVERING |
| SAFE DEPOS | 003-470 | SAFE DEPOSIT BOX |
| | | |
| | | SUBTOTAL MISC |
| | | |
| | | POOL |
| A-1 | 010-140 | SCONCE |
| A-2 | 001-140 | BOLLARD |
| GC | 001-140 | CUSTOM WALL SCONCE |
| P-1 | 010-180 | CHAIR |
| P-2 | 010-180 | CHAISE LOUNGE |
| P-3 | 010-220 | SIDE TABLE |
| P-4 | 010-220 | DINING TABLE |
| P-5 | 010-210 | UMBRELLA & BASE |
| P-6 | 010-210 | TOWEL BASKETS |
| P-7 | 010-220 | TOWEL BASKETS |
| | | |
| | | SUBTOTAL POOL |
| | | |
| | | BAR |
| B-1 | 007-180 | LOUNGE CHAIR SPORTS BAR |
| B-2A | 007-560 | GRANITE TABLE TOP SPORTS BAR |
| B-3 | 007-180 | BAR STOOL SPORTS BAR |
| B-1A | 007-550 | VINYL @ LOUNGE CHAIR SEAT |
| B-1B | 007-550 | FABRIC @ LOUNGE CHAIR BACK |
| B-2B | 007-220 | TABLE BASE SPORTS BAR |
| B-3A | 007-550 | VINYL @ BARSTOOL SEAT |
| B-3B | 007-550 | FABRIC @ BARSTOOL BACK |
| B-4A | 007-560 | GRANITE TABLE TOP SPORTS BAR |
| B-4B | 007-220 | TABLE BASE SPORTS BAR |
| PA-6 | 019-430 | MIRROR |
| W-1Y | 019-250 | BAR INSET WALLCOVERING |
| | | |
| | | |

10

| DRAW # 4 | | |
|----------|----------|---------------------------------|
| ITEM NO | GL ACCT# | ITEM DESCRIPTION |
| | | SUBTOTAL BAR |
| | | |
| | | ATRIUM |
| F-7E | 005-080 | PRINTED CARPET |
| R | 005-140 | POLE LIGHTS |
| R-1 | 005-140 | POLE LIGHT TEMPLATES |
| H-1 | 004-140 | CUSTOM SCENCE |
| WT-9 | 009-260 | WINDOW TREATMENT @ ATRIUM LOBBY |
| WT-9A | 005-550 | FABRIC, VALANCE AT ATRIUM LOBBY |
| WT-9B | 005-550 | FABRIC, SHEER AT ATRIUM LOBBY |

PURCHASING MANAGEMENT INTERNATIONAL
 PROJECT: EMBASSY SUITES - LA VISTA, NE (PUBLIC AREA/GUESTROOMS)
 JOB COST REPORT
 DATE: MARCH 10, 2008
 DRAW # 4

#16

| ITEM NO | GL ACCT# | ITEM DESCRIPTION |
|------------|----------|--------------------------------|
| | | SUBTOTAL |
| | | CONTINGENCY PUBLIC/GUESTROOMS |
| | | CONTINGENCY |
| | | SUBTOTAL CONTINGENCY |
| | | CONTRACTOR ITEMS |
| | | ALLOWANCE |
| | | SUBTOTAL CONTRACTOR ITEMS |
| | | TOTAL PUBLIC AREA |
| (70747) | | GUEST ROOMS |
| SAFE IN RC | 019-210 | GUESTROOM SAFE |
| GRG-1 | 019-280 | REFRIGATOR |
| GH-1 | 019-210 | MEN'S HANGERS |
| GH-2 | 019-210 | WOMAN'S HANGER |
| GHW-1 | 019-110 | KITCHENETTE HARDWARE-PULL |
| GLG-1 | 019-210 | LUGGAGE RACK |
| GM-1 | 019-030 | KG.MATRESS/BOX SPRING SET |
| GM-2 | 019-030 | QN. MATTRESS/BOX SPRING SET |
| GM-3 | 019-140 | KING BEDBASE |
| GM-4 | 019-040 | QUEEN BEDBASE |
| GSF-1 | 019-230 | IN-ROOM SAFE |
| GCR-1 | 019-230 | CLOCK RADIOS |
| GS-5 | 019-050 | QUEEN SIZE BEDSKIRT |
| GSC-1 | 019-210 | SHOWER CURTAIN |
| GSC-2 | 019-210 | SHOWER CURTAIN LINER |
| GSC-3 | 019-210 | SHOWER CURTAIN HOOKS |
| GTB-1 | 020-210 | BATH TISSUE COVERS |
| GTV-1 | 019-230 | TV |
| GTV-1A | 019-230 | TV LOCK DOWN KIT |
| GTR-1 | 019-210 | GUEST ROOM TRAY FOR OTTAMAN |
| W-1P | 019-250 | WALLCOVERING |
| W-1Q | 019-250 | WALLCOVERING |
| F-7C | 019-080 | CARPET |
| B-7A | 019-085 | CARPET BASE |
| DD | 019-140 | VANITY LIGHT |
| EE-1 | 002-140 | CUSTOM VANITY SCENCE |
| EE-1 | 019-140 | CUSTOM VANITY SCENCE |
| F-12B | 019-085 | CARPET PAD |
| GA-1 | 019-010 | GUEST ROOM ARTWORK SOFA |
| GA-2 | 019-010 | GUEST ROOM ARTWORK PARLOR DESK |
| GA-3 | 019-010 | GUEST ROOM ARTWORK BEDROOM |
| GA-4 | 019-430 | FULL LENGTH MIRROR |
| GA-5 | 019-430 | MIRROR |
| GA-5B | 019-430 | MIRROR |
| GA-6 | 019-430 | MIRROR |
| GA-7 | 019-430 | MIRROR |
| GA-8 | 019-430 | MIRROR |
| GA-9 | 019-430 | MIRROR |
| GA-10 | 019-010 | GUEST ROOM ARTWORK BEDROOM |
| GA-11 | 019-010 | GUEST ROOM ARTWORK KITCHENETTE |
| GF-1 | 019-220 | KING HEADBOARD |
| GF-2 | 019-220 | QUEEN HEADBOARD |
| GF-3 | 019-220 | NIGHTSTAND |
| GF-4 | 019-220 | BEDROOM DRESSER |

#4

| ITEM NO | GL ACCT# | ITEM DESCRIPTION |
|---------|----------|------------------------------|
| GF-5 | 019-220 | BEDROOM DESK |
| GF-6 | 019-220 | BEDROOM DESK |
| GF-7 | 019-220 | PARLOR TV STAND |
| GF-8 | 019-180 | CUSTOM SOFA |
| GF-8A | 019-550 | FABRIC @ SOFA |
| GF-8B | 019-550 | FABRIC @ PILLOW |
| GF-9 | 019-180 | CUSTOM LOUNGE CHAIR |
| GF-9A | 019-550 | LOUNGE CHAIR FABRIC |
| GF-9B | 019-550 | FABRIC @ PILLOW |
| GF-10A | 019-220 | PARLOR MOBILE DESK |
| GF-10B | 019-220 | PARLOR DESK CONSOLE |
| GF-11 | 019-220 | PARLOR TV CREDENZA |
| GF-12A | 019-180 | CUSTOM ACTIVITY CHAIR |
| GF-14 | 019-180 | CUSTOM OTTOMAN |
| GF-1A | 019-550 | KING HEADBOARD VINYL |
| GF-2A | 019-550 | QUEEN HEADBOARD VINYL |
| GF-12A | 019-550 | CHAIR VINYL |
| GF-13 | 019-180 | ERGO CHAIR |
| GF-14A | 019-550 | OTTOMAN VINYL |
| GF-15 | 019-220 | CUSTOM PARLOR END TABLE |
| GF-18 | 019-180 | HOSPITALITY SUITE BARSTOOLS |
| GF-18A | 019-550 | BARSTOOL VINYL |
| GL-1 | 019-140 | NIGHTSTAND LAMP |
| GL-2 | 019-140 | BEDROOM DESK LAMP |
| GL-3A | 019-140 | PARLOR CREDENZA LAMP |
| GL-3A | 019-550 | PARLOR CREDENZA LAMP VINYL |
| GL-4 | 019-140 | PARLOR TABLE LAMP |
| GL-5 | 019-140 | PARLOR FLOOR LAMP |
| GMW-1 | 019-280 | MICROWAVE |
| GMW-1 | 019-280 | MICROWAVE |
| GPL-1 | 019-210 | CUSTOM PLANT ARRANGEMENT |
| GRG-1 | 019-280 | REFRIGERATOR |
| GRG-2 | 019-280 | REFRIGERATOR |
| GRG-2 | 019-280 | REFRIGATOR -ADA |
| GS-1 | 019-050 | KING SIZE DUVET COVER/ INSET |
| GS-2 | 019-050 | QUEEN SIZE DUVET COVER/INSET |
| GS-3 | 019-050 | ROUND BOLSTER PILLOW |
| GS-4 | 019-050 | KING SIZE BEDSKIRT |
| LL | 019-140 | SCONCE |
| L-2B | 005-550 | FABRIC @ CHAIR BACK |
| W1P | 019-250 | WALLCOVERING |
| W-1Q | 019-250 | WALLCOVERING |
| WT-1 | 019-260 | WINDOW TREATMENT |
| WT-1A | 019-260 | OVERDRAPE FABRIC |
| WT-2 | 019-260 | WINDOW TREATMENT |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | SUBTOTAL GUESTROOMS |
| | | |
| | | CORRIDORS |
| B-7B | 018-080 | CARPET BASE |
| B-7C | 018-080 | CARPET STAIR SKIRTING |
| F-7J.1 | 009-080 | PRINTED CARPET |
| F-7J.2 | 009-080 | PRINTED CARPET |
| F-7N | 009-080 | PRINTED CARPET |
| F-7N.1 | 009-080 | PRINTED CARPET |
| F-7T.1 | 018-080 | PRINTED CARPET - FIELD |
| F-7T.2 | 018-080 | PRINTED CARPET - FIELD |
| F-7U.1 | 018-080 | PRINTED CARPET |

PURCHASING MANAGEMENT INTERNATIONAL
 PROJECT: EMBASSY SUITES - LA VISTA, NE (PUBLIC AREA/GUESTR
 JOB COST REPORT
 DATE: MARCH 10,2008
 DRAW # 4

#6

| ITEM NO | GL ACCT# | ITEM DESCRIPTION |
|-----------|----------|-------------------------------|
| F-7U.2 | 018-080 | PRINTED CARPET |
| F-7V | 018-080 | PRINTED CARPET |
| F-7X | 007-080 | PRINTED CARPET |
| H-2 | 018-140 | CUSTOM WALL SCONCE |
| W-1H | 010-250 | WALLCOVERING |
| W-1N | 018-250 | WALLCOVERING |
| W-1V | 009-250 | WALLCOVERING |
| | | |
| | | |
| | | SUBTOTAL CORRIDORS |
| | | |
| | | PRESIDENTIAL SUITES |
| W-1S | 019-250 | WALLCOVERING |
| W-1T | 019-250 | WALLCOVERING |
| DD-2 | 020-140 | VANITY LIGHT |
| EE-2 | 020-140 | WALL SCONCE |
| PA-7 | 019-430 | MIRROR |
| PA-8 | 019-430 | MIRROR |
| PA-9 | 019-430 | FULL LENGTH MIRROR |
| PA-10 | 019-430 | MIRROR |
| PA-11 | 019-430 | ACCENT MIRROR |
| PCR-1 | 019-230 | ALARM CLOCK |
| PF-1 | 019-220 | KING BEDBASE |
| PF-1A | 019-550 | PRES SUITE HEADBOARD VINYL |
| PF-1B | 019-030 | KG. MATTRESS/BOX SPRING SET |
| PF-1C | 019-040 | KING BEDBASE |
| PF-2 | 019-220 | NIGHTSTAND |
| PF-3 | 019-140 | TV STAND |
| PF-4 | 019-180 | CHAISE LOUNGE |
| PF-4A | 019-550 | FABRIC @ CHAISE |
| PF-4B | 019-550 | FABRIC @ CHAISE |
| PF-5 | 019-220 | SIDE TABLE |
| PF-6 | 019-220 | DESK |
| PF-7 | 019-180 | DESK CHAIR |
| PF-7A | 019-550 | PRES SUITE DESK CHAIR VINYL |
| PF-8 | 019-180 | PARLOR SOFA |
| PF-8A | 019-550 | FABRIC @ PARLOR SOFA |
| PF-8B | 019-550 | FABRIC @ PARLOR SOFA PILLOW |
| PF-9 | 019-180 | PARLOR LOUNGE CHAIR |
| PF-9A | 019-550 | FABRIC @ CHAIR |
| PF-10 | 019-220 | PARLOR SIDE TABLES |
| PF-11 | 019-220 | COCTAIL TABLE |
| PF-12 | 019-220 | TABLE |
| PF-13 | 019-180 | SIDE CHAIRS |
| PF-13A/14 | 019-550 | FABRIC @ DINING CHAIR |
| PF-14 | 019-180 | ARM CHAIRS |
| PF-15 | 019-220 | SOFA TABLE |
| PF-16 | 019-220 | PARLOR TV STAND |
| PL-1 | 019-140 | TABLE LAMP |
| PL-2 | 019-140 | SIDE TABLE LAMP |
| PL-3 | 019-140 | NIGHTSTAND LAMP |
| PSBD-1 | 019-050 | KING SIZE DUVET COVER/INSET |
| PSBD-1A | 019-550 | FABRIC @ KING SIZE DUVET |
| PSBD-2 | 019-050 | ROUND BOLSTER PILLOW |
| PSBD-2A | 019-550 | FABRIC @ ROUND BOLSTER PILLOW |
| PSBD-3 | 019-050 | KING SIZE BEDSKIRT |
| PSBD-3A | 019-550 | FABRIC @ KING SIZE BEDSKIRT |
| W-1R | 019-250 | WALLCOVERING |
| WT-3 | 019-260 | WINDOW TREATMENT |
| WT-3A | 019-550 | FABRIC @ VALANCE |
| WT-3B | 019-550 | FABRIC @ DRAPERY |
| Y | 019-140 | PENDANT |
| | | |
| | | |

PURCHASING MANAGEMENT INTERNATIONAL
 PROJECT: EMBASSY SUITES - LA VISTA, NE (PUBLIC AREA/GUEST ROOM)
 JOB COST REPORT
 DATE: MARCH 10, 2008
 DRAW # 4

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| ITEM NO | GL ACCT# | ITEM DESCRIPTION |
|------------|----------|-------------------------------------------|
| | | SUBTOTAL PRESENTIAL SUITES |
| (70747) | | |
| | | OS&E |
| CAB | 009-020 | CLOSURE PANEL CABLES |
| CAFFEINAS | 009-200 | CAFFEINAS SMALLWARES |
| COFFE BRK | 009-200 | COFFEE BREAK SMALLWARES |
| COMP BRK | 009-200 | COMP BREAKFAST SMALLWARES |
| FIT EQP-01 | 011-070 | 8'X8' LEANING MIRROR FRAME |
| FIT EQP-04 | 011-070 | TOWEL STATION-40" |
| GR AM-31 | 019-200 | BASKET FOR IN-ROOM COFFEE |
| GR AMENIT | 019-200 | GUEST ROOM AMENITIES |
| GR OSE 1 | 019-150 | GUESTROOM BED LINEN/TERRY |
| GUEST LAU | 018-070 | GUEST LAUNDRY EQUIPMENT |
| HSK EQP-1 | 024-070 | CART, SPA AREA |
| HSK EQP-7 | 024-070 | CART, GUEST ROOM MAID |
| HSK EQP-9 | 024-070 | CART, LINEN TRANSPORT |
| HSK EQP-1 | 024-070 | LAUNDRY: CHEMICAL DRAIN PAN |
| LAUN EQP | 014-070 | LAUNDRY EQUIP |
| EXT SIGNA | 001-190 | EXTERIOR SIGNAGE |
| EXC EQP-1 | 011-070 | FUTNESS CENTER EQUIPMENT |
| EXC EQP | 011-070 | EXERCISE EQUIPMENT |
| BAR SML-1 | 009-200 | BAR SMALLWARE |
| BKFST SIG | 007-190 | BREAKFAST DISPLAYS & BANNERS |
| CC SCREE | 009-020 | CONVENTION CNTR MEDIA SCREENS |
| HSK SML-1 | 024-200 | HOUSEKEEPING SMALLWARE |
| SAFLOK | 022-470 | GUESTROOM SAFLOCK |
| CC KIT EQ | 013-070 | HOTEL FREEZERS & COOLERS |
| PRE HSK | 024-200 | PREOPENING HOUSEKEEPING |
| PRE PAPE | 024-200 | PRE OPENING PAPER |
| RST SML | 007-200 | RESTAURANT SMALLWARE |
| BQT TAB | 009-200 | HOTEL BANQUET TABLES |
| SHELV | 009-070 | HOTEL SHELVING PLASTIC |
| SIGN-02 | 022-190 | INTERIOR SIGNAGE LOT |
| EXC FL-1 | 011-960 | FITNESS ROOM FLOORING |
| EXHAUST H | 013-070 | EXHAUST HOODS/FIRE SUPPRESS |
| KIT EQUIP | 013-070 | HOTEL FREEZERS & COOLERS |
| KIT EQP-0 | 013-070 | HOTEL KITCHEN EQUIPMENT |
| KIT SML-1 | 013-200 | KITCHEN SMALLWRES |
| IRONING S | 019-200 | IRONING SAMPLE |
| PES SIGNA | 022-190 | POOL/ SPA SIGNAGE |
| PES SIGNA | 022-190 | REPAINT ALL SIGNAGE |
| TRASH CO | 001-070 | TRASH COMPACTOR |
| WATER EX | 011-070 | WATER COOLER EXERCISE ROOM |
| XMAS CP-01 | | CHRISTMAS DECORATION |
| | | |
| | | SUBTOTAL OS&E |
| | | |
| | | |
| | | OVERAGE ALLOWANCE |
| | | OVERAGE ALLOWANCE @ 5% |
| | | |
| | | SUBTOTAL OVERAGE ALLOWANCE |
| | | |
| | | |
| | | NET ORDER GUESTROOMS / PUBLIC AREA |
| | | FREIGHT - 8% |
| | | SALES TAX |
| | | CONTINGENCY GR 2% |
| | | PURCHASING FEE |
| | | PROJECT TOTAL |

PURCHASING MANAGEMENT INTERNATIONAL
 PROJECT: EMBASSY SUITES - LA VISTA, NE (PUBLIC AREA/GUESTR
 JOB COST REPORT
 DATE: MARCH 10,2008
 DRAW # 4

#6

| ITEM NO | GL ACCT# | ITEM DESCRIPTION |
|---------|----------|------------------|
|---------|----------|------------------|

Column Description & Calculation Notes:

| | |
|---|--------------------------|
| A | Owner's Budget |
| B | Committed Purchase Order |
| C | A - B |
| D | A - B - C |
| E | Current Draw Request |
| F | Invoiced Period To Date |
| G | B - F (Goods & Deposit) |
| H | B - F - G |
| I | PTD Payment to Vendor |
| J | F - I |

RECEIVED RECEIVED

LEASE AGREEMENT APR 28 2008

MAR 24 2008

NEBRASKA LIQUOR
CONTROL COMMISSION

NEBRASKA LIQUOR
CONTROL COMMISSION

THIS LEASE AGREEMENT, (hereinafter "Agreement" or "Lease"), made and entered into the 10th day of March, 2008, by and between, JQH - La Vista III Development, LLC, by The Revocable Trust of John Q. Hammons dated December 28, 1989, as Amended and Restated, d/b/a Embassy Suites Omaha-La Vista Hotel and Conference Center (hereinafter referred to as "Lessor"), and La Vista ES Catering Co., Inc., a Nebraska corporation (hereinafter referred to as "Lessee").

WITNESSETH:

1. **Premises.** Lessor hereby Leases to Lessee, and Lessee hereby rents from Lessor, certain real property located in the Embassy Suites Omaha-La Vista Hotel and Conference Center, located at 12520 Westport Parkway, La Vista, Nebraska, together with all improvements thereon (hereinafter referred to as the "Premises") as more particularly described on Exhibit "A", attached hereto and made a part hereof by this reference.

2. **Term.** The term of this Lease shall be for a period of 20 years, commencing on the 1st day of April, 2008, and ending on the 31st day of March, 2028, both dates inclusive, provided however that at any time during the term of this Lease either party may terminate the Lease upon giving thirty (30) days advance written notice to the other party hereto.

3. **Rent.** During the term of this Lease, Lessee agrees to pay to Lessor annual rental of Twelve Thousand and no/100 Dollars (\$12,000.00), payable in equal monthly installments of One Thousand and no/100 Dollars (\$1,000.00) each, said rent being due and payable in advance on the 1st day of each and every month during the term of this Lease.

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All rental payments shall be paid to Lessor at 12520 Westport Parkway, La Vista, Nebraska 68128, unless Lessor designates otherwise in writing. This Lease is a net Lease and all rental payments shall be paid by Lessee irrespective of any setoff, counter claim, recoupment, defense or other right which Lessee may have against Lessor. All rental payments shall be paid whether or not Lessee has received notice or demand. The obligation of Lessee to pay rent hereunder shall be unconditional. Lease payments shall be made payable to Lessor unless Lessor designates otherwise in writing.

4. **Use of Premises.** The Premises shall not be used or occupied for any purpose other than that of catering operations and/or storage of liquor inventory in connection with the operation of the Embassy Suites Hotel without the written consent of Lessor. The Premises shall not be used by Lessee in any manner or for any purpose prohibited by law or ordinance or by the terms hereof. Lessee shall not perform any acts or carry on any practices which may injure the Premises or be a nuisance or menace. Lessee at its sole expense shall comply with (a) all laws, orders and regulations of the federal, state and municipal authorities, and (b) the provisions of any insurance policies required to be maintained by Lessee with respect to the Premises, as set forth in Section 6 hereof.

5. **Insurance.**

(a) At all times throughout the term of this Lease, Lessor shall provide the following insurance coverages:

(i) **Fire and Extended Coverage.** Insurance on all improvements located on the Premises against loss or damage by fire and such other risks as may be included in the broadest form of extended coverage insurance from

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time to time available in amounts sufficient to prevent the Lessor from becoming a co-insurer within the terms of the applicable policies and, in any event, in an amount not less than seventy-five percent (75%) of the then full insurable value of such improvements.

(ii) Liability. Comprehensive and general, public liability insurance against claims for personal injury, death or property damage occurring in connection with the use and occupancy of the Premises and the improvements thereon, with such limits as may reasonably be requested by the Lessor from time to time, but not less than \$300,000.00 in respect to bodily injury or death to any one person, \$300,000.00 in respect to any one occurrence or accident, and \$50,000.00 for property damage.

(b) Full Insurable Value. The term "full insurable value" shall mean the actual replacement cost, less physical depreciation, excluding foundation and excavation costs. Full insurable value shall be determined whenever reasonably requested by the Lessor, by a qualified appraiser selected and paid by the Lessee and acceptable to the Lessor. The finding of such an appraiser shall not be binding without the written approval of the Lessor, which approval shall not be unreasonably withheld.

6. Taxes.

(a) Lessor to Pay Taxes. Lessor agrees to pay all "Taxes" (as that term is hereinafter defined) against the Premises becoming due or payable during the term of this Lease and a pro-rata portion of the installment of Taxes becoming due and

payable during the years that this Lease commences and expires, said pro-rata share to be determined as of the commencement date and expiration date of this Lease and in accordance with the customary method of prorating real estate taxes in Sarpy County, Nebraska. #14

(b) Taxes Defined. As used herein, the term "Taxes" shall mean all taxes, assessments and levies, whether general or special, ordinary or extraordinary, of every nature and kind whatsoever, including water and sewer charges, gas and electric rates, and all other utility charges which may be taxed, charged, assessed, levied or imposed at any time or from time to time during the term of this Lease by any governmental authority upon or against (I) this Lease or the rentals or other sums payable by Lessee hereunder, or (ii) the Premises or the operation, possession or use thereof. The term "Taxes" shall not include (and Lessee shall not be required to pay) any franchise, estate, inheritance, transfer, income or similar tax of Lessor, including, but not limited to, any income tax imposed with respect to Lessors income from the Premises.

7. **Repairs and Maintenance.** Lessor shall at all times, at its sole expense, keep and maintain the interior of the improvements located on the Premises in good condition, and repair all glass and window moldings, partitions, doors, fixtures, interior walls, floors, ceilings, and equipment and appurtenances thereof (including, but not limited to, lighting, heating, ventilating, plumbing, sewage facilities, air conditioning system, and electrical wiring and equipment), and including replacement parts and equipment if necessary.

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8. **Utilities.** Lessor, at its sole cost and expense, shall obtain and promptly pay for all utility services required for the operation of or furnished to or consumed on the Premises, including, without limitation, electricity, gas, water, sewer, heat, telephone, garbage collection, and all charges for any of the foregoing.

9. **Assignment and Subletting.** Lessee shall not assign this Lease in whole or in part, or sublet all or any part of the Premises, without obtaining the prior written consent of Lessor which consent shall not be unreasonably withheld. Any assignment or subletting without Lessors consent in writing shall be void.

10. **Lessors Right of Entry.** Lessor or its agents, shall have the right to enter the Premises during reasonable business hours for the purpose of (a) examining or inspecting the same, (b) showing the Premises to prospective purchasers, mortgagees, or Lessees, and (c) making any necessary repairs to the Premises and performing any work therein that may be necessary by reason of the Lessee's default under the terms of this Lease. In the case of emergency (the existence of which shall be determined by Lessor at its discretion), Lessor may enter the Premises at any time for the purpose of making such repairs. With respect to any such repairs performed by Lessor, the Lessor shall be allowed to take all material into and upon the Premises that may be required therefor without the same constituting an eviction of the Lessee in whole or in part. The Lessor shall not in any event be liable for inconvenience, annoyance, disturbance, loss of business, or other damage to the Lessee by reason of making such repairs or the performance of any such work on or in the Premises, and the rent reserved herein shall not abate while such repairs are being made, nor during the period of any temporary malfunction of utilities or heating, cooling or plumbing systems. During the last thirty (30) days of the Lease term, Lessor may put and keep upon the windows or walls of the

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Premises the usual notice "To Rent" without hindrance or molestation, and may show the Premises to parties wishing to rent it at such times as mutually agreed by the parties.

11. **Condemnation.**

(a) Unless this Lease is terminated pursuant to this Section 14, if a portion of the Premises shall be taken by condemnation or other eminent domain proceedings pursuant to any law, general or special, by an authority (the "Condemning Authority") having the power of eminent domain, or if sold to a Condemning Authority under threat of the exercise of such power, this Lease shall continue and there shall be an equitable abatement of the rent due hereunder.

(b) If a portion of the Premises and/or improvements is so taken or sold, and such portion is material to Lessee's use and occupancy of the Premises, or if all of the Premises is so taken or sold, Lessee may terminate this Lease by giving written notice to Lessor and this Lease shall thereupon terminate on the day following vesting of title in the Condemning Authority, except as hereinafter provided and except with respect to obligations and liabilities of Lessor and Lessee under this Lease, actual or contingent, which have arisen on or prior to such date of termination. Rent shall be prorated as of the date of termination. In the event that Lessee shall fail to exercise its option to terminate this Lease as provided in this Section 15, or in the event that a part of the Premises shall be taken under circumstances under which Lessee shall have no such option, then there shall be an equitable abatement of the rent due hereunder. By remaining in possession of the Premises for as much as ninety (90) days after such taking, Lessee shall be deemed to have waived all such right to

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terminate this Lease even though such notice of termination may have been given to Lessor.

(c) In the event of any condemnation or taking as aforesaid, either whole or partial, the Lessee shall not be entitled to any part of the award paid for such condemnation and Lessor is to receive the full amount of such award, the Lessee hereby expressly waiving any right or claim to any part thereof. Although all damages in the event of any condemnation are to belong to the Lessor whether such damages are awarded as compensation for diminution in value to the Leasehold or to the fee of the Premises, Lessee shall have the right to claim and recover from the Condemning Authority, but not from Lessor, such compensation as may be separately awarded or recoverable by Lessee in Lessee's own right on account of any and all damage to Lessee's business by reason of the condemnation and for or on account of any cost or loss to which Lessee might be put in removing Lessee's furniture, fixtures, Leasehold improvements and equipment.

12. **Destruction of Premises.** In the event the Premises are destroyed or damaged by fire or other casualty not caused by negligence or misuse by Lessee, its agents, employees, customers or invitees, so as to be unfit for ordinary occupancy and use, and not capable of being economically rebuilt or restored within ninety (90) days from the date of such casualty, then this Lease shall be automatically terminated, and the rent shall abate from the date of casualty. Otherwise, the Lessor shall proceed at its own expense in due diligence to restore the Premises within such ninety (90) days, in which case there shall be an abatement and apportionment of the rent until the Premises are restored. Lessor shall not be obligated to restore the Premises unless insurance

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proceeds are available for that purpose from the policy or policies specified in Section 6 hereof. If the Lessor determines that the Premises cannot be rebuilt or restored within the ninety (90) day period specified herein, then it shall give written notice of this decision to the Lessee within thirty (30) days from the date of the occurrence of such casualty.

13. **Surrender of Premises.** At the expiration of the Lease term, the Lessee shall surrender the Premises in as good condition as it was at the beginning of the term, natural deterioration from reasonable use thereof only excepted. Determination of what is "natural deterioration from reasonable use" shall be made by Lessor. Upon vacating the Premises, Lessee shall be charged all expenses incurred by Lessor to place the Premises in as good condition as it was at the beginning of the Lease term.

14. **Default.** The occurrence of any of the following events shall constitute a default hereof: (a) Lessee's failure to pay any rental payment due hereunder within ten (10) days after the same shall be due, (b) Lessee's failure to perform any other of the terms, conditions or covenants of this Lease to be observed or performed by Lessee, for more than thirty (30) days after written notice of such default shall have been given to Lessee by Lessor, (c) Lessee files or there is filed against Lessee a petition in bankruptcy or a petition or answer seeking reorganization under the Federal Bankruptcy Code or any other applicable statute, or (d) an order is entered adjudicating Lessee a bankrupt or approving an involuntary petition seeking a reorganization of Lessee under the Federal Bankruptcy Code or any other applicable statute or appointing a receiver, trustee or conservator for all or a substantial part of the property of Lessee, and such order is not vacated or stayed within sixty (60) days of such entry.

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15. **Remedies.** In the event of default of Lessee as set forth in Section 14 hereof, in addition to the other rights and remedies it may have, Lessor shall have the immediate right to terminate this Lease or re-enter and attempt to re-let the Premises without terminating this Lease, and remove all persons and property from the Premises, and store said property so removed in a public warehouse or elsewhere at the cost of, and for the account of Lessee, all without service of notice or resort to legal process and without being deemed guilty of trespass or becoming liable for any loss or damage that may be occasioned thereby.

If Lessor, without terminating this Lease, either (a) elects to re-enter and attempts to re-let the Premises, or (b) takes possession of the Premises pursuant to any notice provided by law, then it may, from time to time, make such alterations and repairs as may be necessary in order to re-let the Premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rental or rentals and upon such other terms and conditions as Lessor, in its sole discretion, may deem advisable. Upon each such re-letting, all rentals received by Lessor from such re-letting shall be applied, first, to the payment of any indebtedness other than rent due hereunder from Lessee to Lessor; second, to the payment of any costs and expenses of such re-letting, including, but not limited to, brokerage fees and attorney fees; third, to the payment of any rent due and unpaid hereunder; and the residue, if any, shall be held by Lessor and applied to the payment of future rent as the same shall become due and payable hereunder. If such rental received from such re-letting during any month be less than that to be paid during that month by Lessee hereunder, Lessee shall pay any such deficiency to Lessor. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of the Premises by Lessor shall be construed as an election on its part to terminate this Lease unless a notice of such intention be given

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to Lessee or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such re-letting without termination, Lessor may at any time thereafter elect to terminate this Lease for such previous breach. Should Lessor at any time terminate this Lease for any breach, in addition to any other remedies it may have, it may recover from Lessee all damages it may incur by reason of such breach, including, but not limited to, the costs of recovering the Premises, reasonable attorney fees, and the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserve in this Lease for the remainder of the stated term over the then reasonable rental value of the Premises over the remainder of the stated term, all of which amounts shall be immediately due and payable from Lessee to Lessor.

The rights and remedies given to Lessor by this Section 15 of this Lease shall be deemed to be cumulative and not one of the rights and remedies shall be exclusive at law or in equity of the rights and remedies which Lessor might otherwise have by virtue of a default under this Lease, and the exercise of any such right or remedy by Lessor shall not impair Lessors standing to exercise any other right or remedy.

16. **Covenant of Quiet Enjoyment.** Upon payment by the Lessee of the rent herein provided, and upon the observance and performance of all covenants, terms and conditions on Lessee's part to be observed and performed by Lessee, Lessee shall peaceably and quietly hold and enjoy the Premises for the term hereby demised without hindrance or interruption by Lessor any other person or persons lawfully or equitably claiming by, through, or under the Lessor subject, nevertheless, to the terms and conditions of this Lease.

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JQH - LA VISTA III DEVELOPMENT, LLC

By: REVOCABLE TRUST OF JOHN Q. HAMMONS
DATED DECEMBER 28, 1989, AS AMENDED
AND RESTATED

By [Signature]
John Q. Hammons, Trustee

"Lessor"

LA VISTA ES CATERING CO, INC.,
A Nebraska Corporation

By [Signature]
John Q. Hammons, President

"Lessee"

STATE OF MISSOURI)
) SS:
COUNTY OF GREENE)

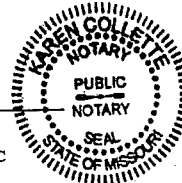
BE IT REMEMBERED, that on March 10, 2008, before me, the subscriber, a Notary Public in and for said State and County, personally appeared John Q. Hammons, Trustee of the Revocable Trust of John Q. Hammons, Dated December 28, 1989, as Amended and Restated, for JQH - La Vista III Development, LLC, who executed the foregoing Lease Agreement, and acknowledged the signing thereof to be his voluntary act and for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal, on the day and year last aforesaid.

Karen L. Collette
Notary Public
Karen L. Collette
(Print Name)

My Commission Expires: 11-30-2010

N:\LaVista, NE (Embassy Suites)\Lease to Catering Co.doc



Karen Collette Comm # 06492797
Greene County State of Missouri
My Commission Expires Nov. 30, 2010

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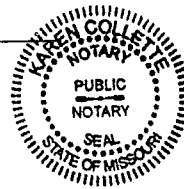
STATE OF MISSOURI)
) SS:
COUNTY OF GREENE)

BE IT REMEMBERED, that on March 10, 2008 before me, the subscriber, a Notary Public in and for said State and County, personally appeared John Q. Hammons, President of La Vista ES Catering Co., Inc., a Missouri Corporation, who executed the foregoing Lease Agreement, and acknowledged the signing thereof to be his voluntary act and for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal, on the day and year last aforesaid.

Karen L. Collette
Notary Public
Karen L. Collette
(Print Name)

My Commission Expires: 11-30-2010



Karen Collette Comm # 06492797
Greene County State of Missouri
My Commission Expires Nov. 30, 2010

#14

EXHIBIT A

(See Attached)

EMBASSY SUITES HOTEL

LA VISTA, MISSISSAUGA

John O'Hannigan

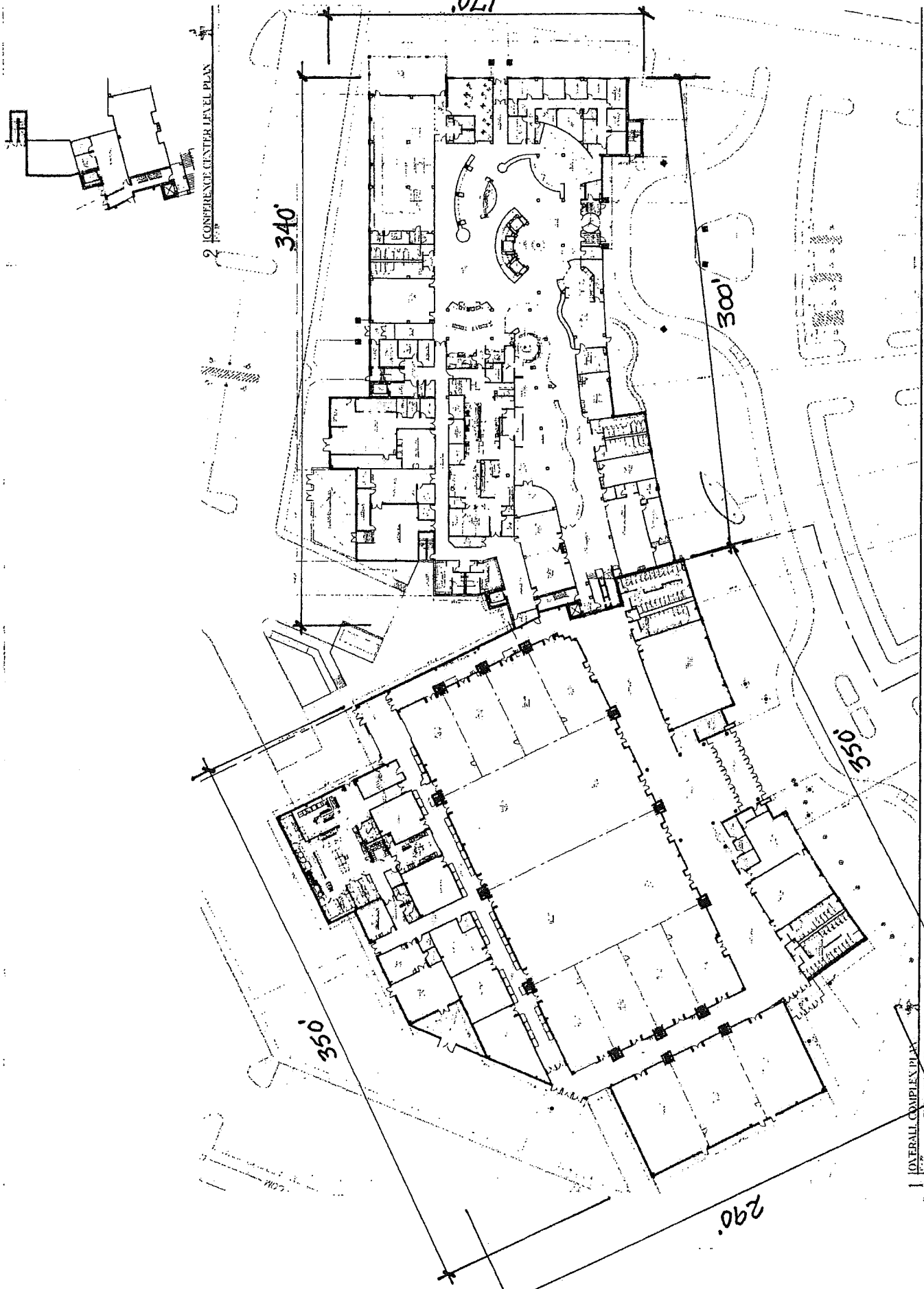
ARCHITECT
1000 KENNEDY
SUITE 1000
SCARBOROUGH, ONTARIO
M1T 3Z5
TEL: (416) 291-1111
FAX: (416) 291-1112



PELLHAM
PHILLIPS
ARCHITECTS
ANALYSTS

Sheet # 1100
Date: 05/01/00

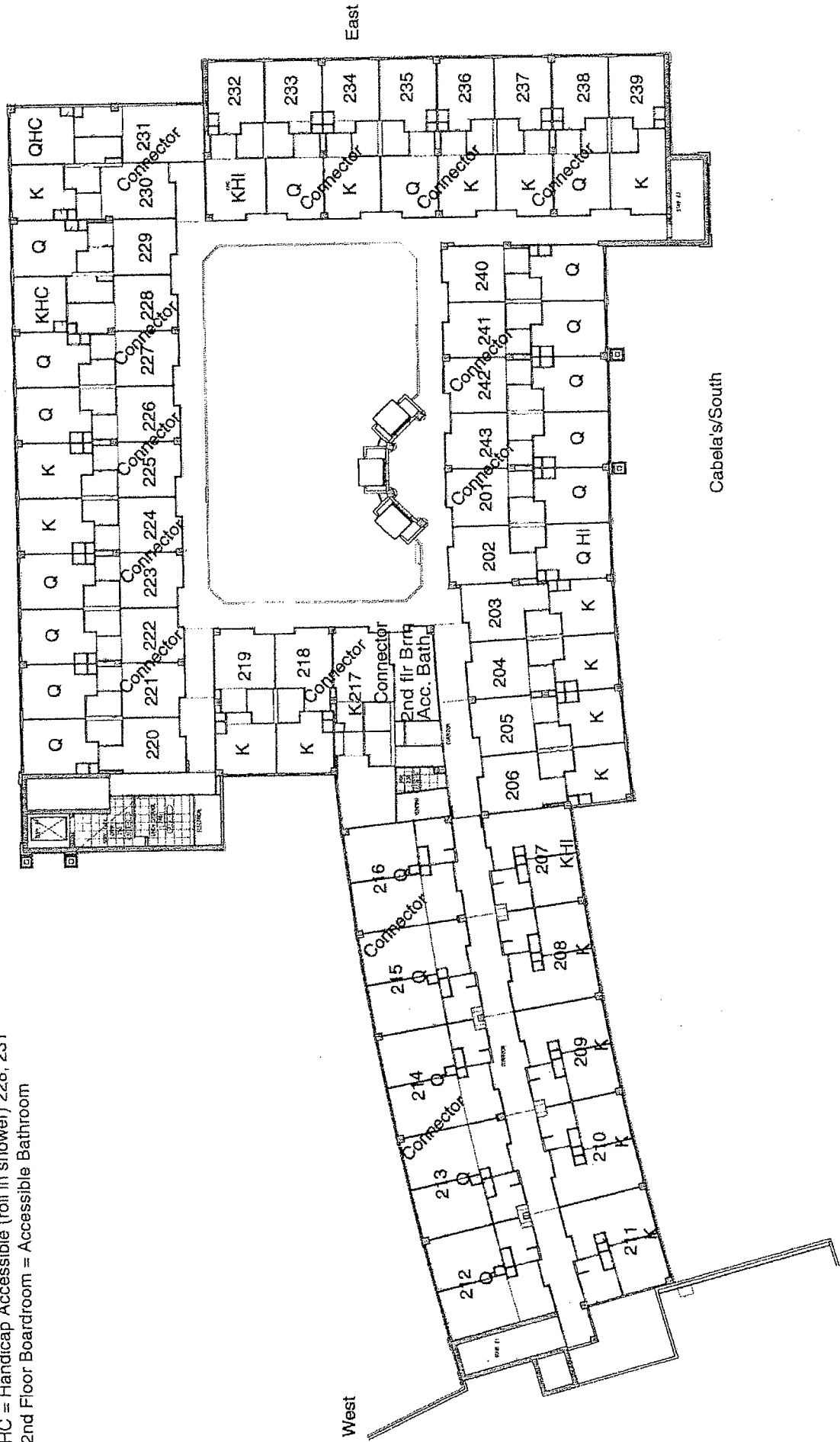
A100



No Basement
7 Floors

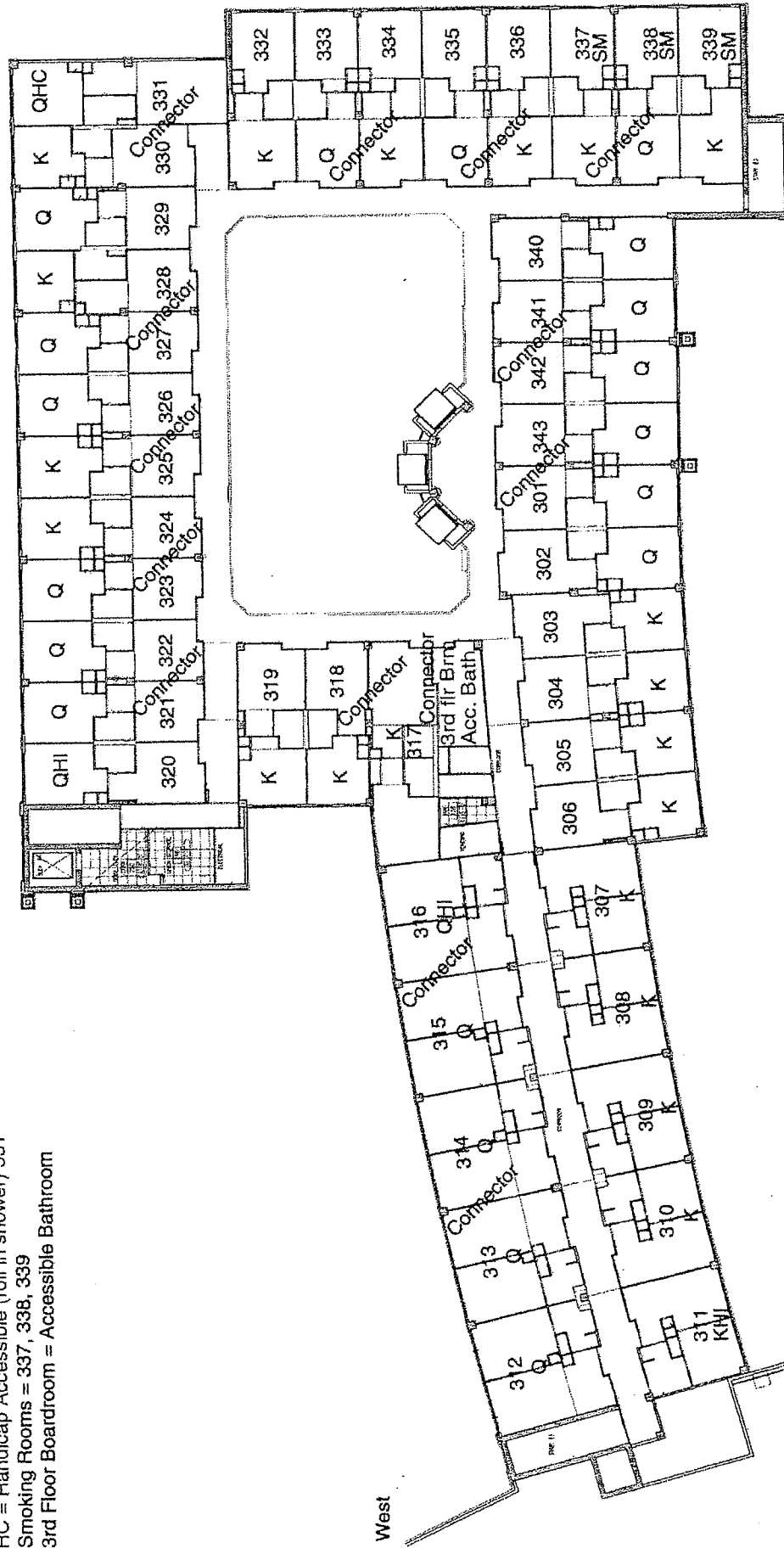
HI = Hearing Impaired 202, 207, 232
 HC = Handicap Accessible (roll in shower) 228, 231
 2nd Floor Boardroom = Accessible Bathroom

PayPal/North



HI = Hearing Impaired 311, 316, 320
 HC = Handicap Accessible (roll in shower) 331
 Smoking Rooms = 337, 338, 339
 3rd Floor Boardroom = Accessible Bathroom

PayPal/North

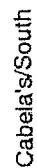


West

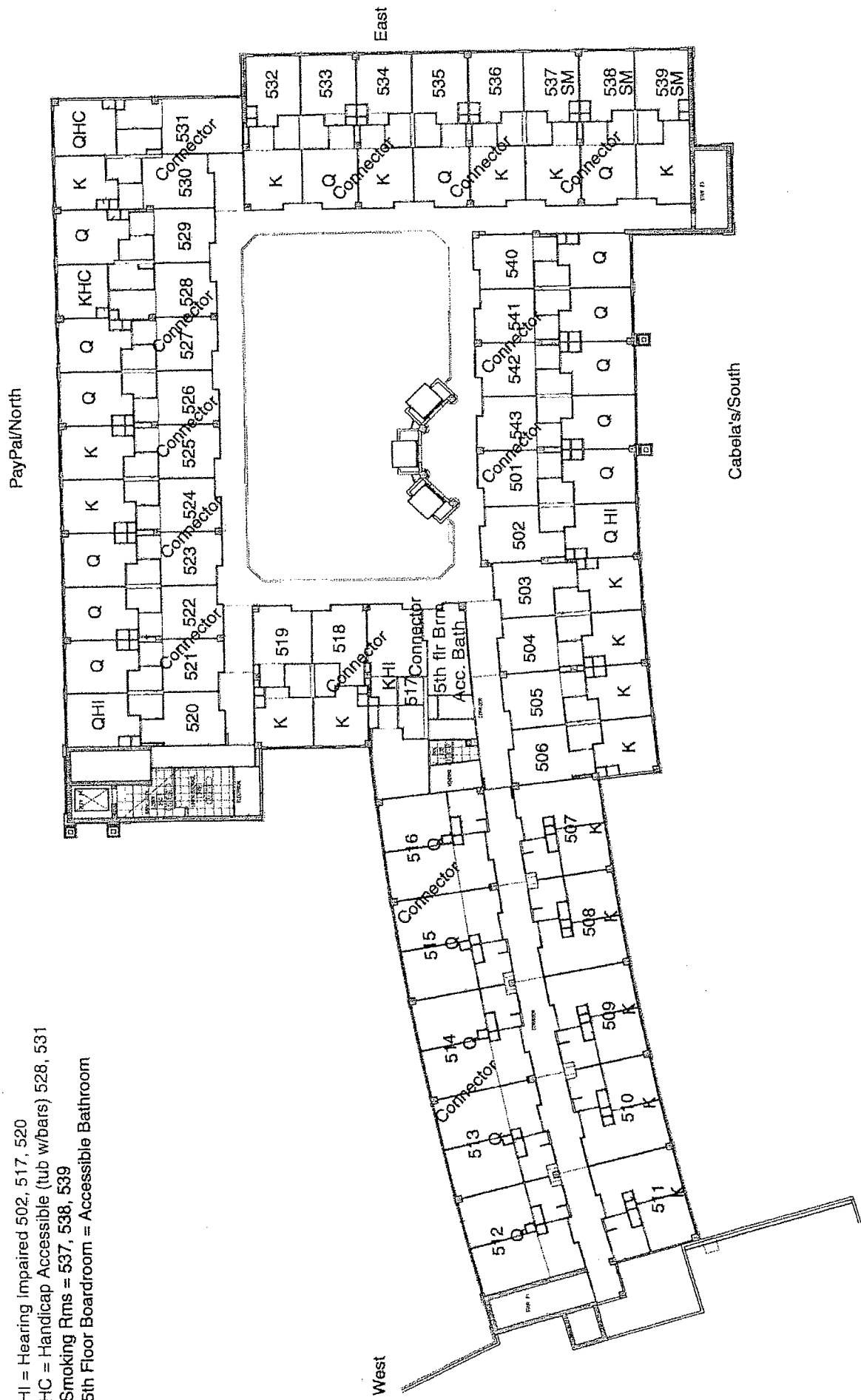
East

Cabela's/South

PayPal/North



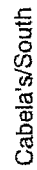
HI = Hearing Impaired 502, 517, 520
 HC = Handicap Accessible (tub w/bars) 528, 531
 Smoking Rms = 537, 538, 539
 5th Floor Boardroom = Accessible Bathroom



PayPal/North

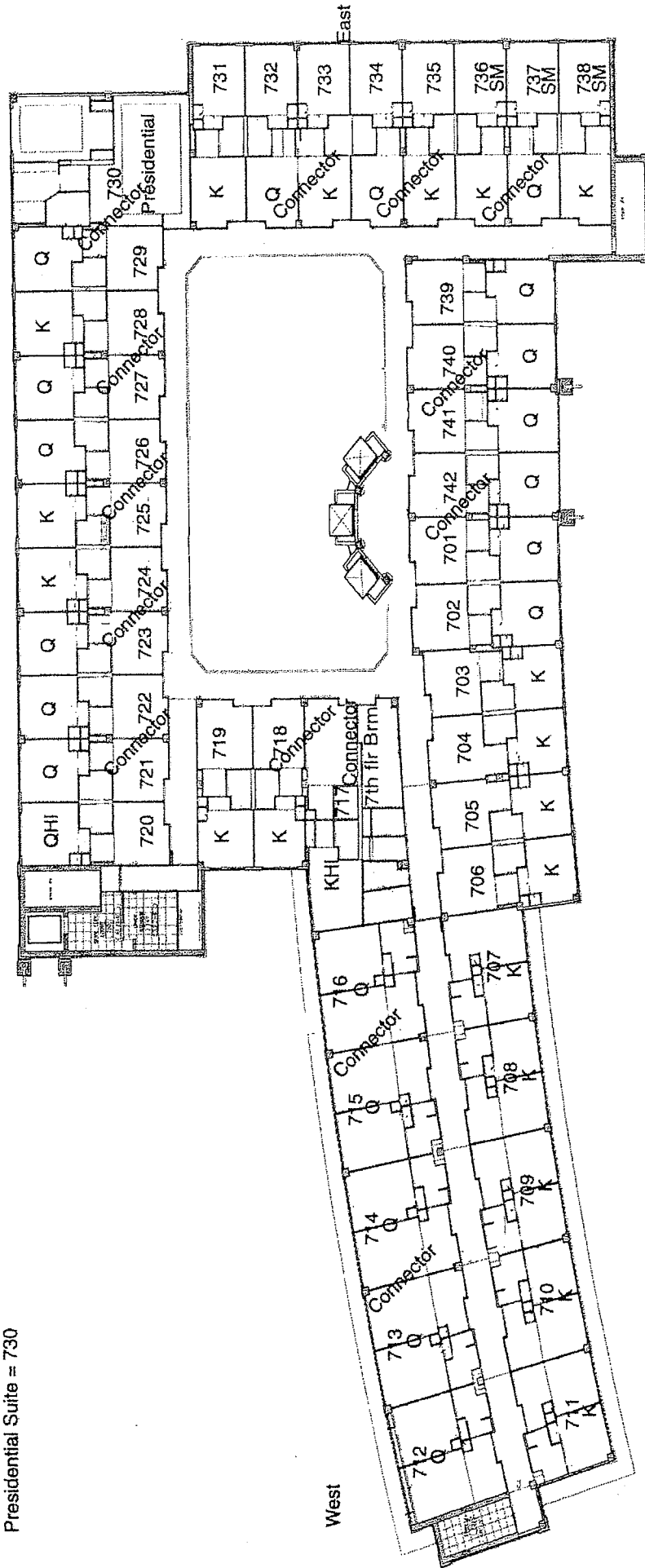
Cabela's/South

PayPal/North



HI = Hearing Impaired 717, 720
 Smoking Rms = 736, 737, 738
 7th Floor Boardroom = Accessible Bathroom
 Presidential Suite = 730

PayPal/North



Cabela's/South

EMBASSY SUITES HOTEL LA VISTA, NEBRASKA

John O. Hammans
Principal
1120 West 10th Street
Lincoln, NE 68502
402.441.1111

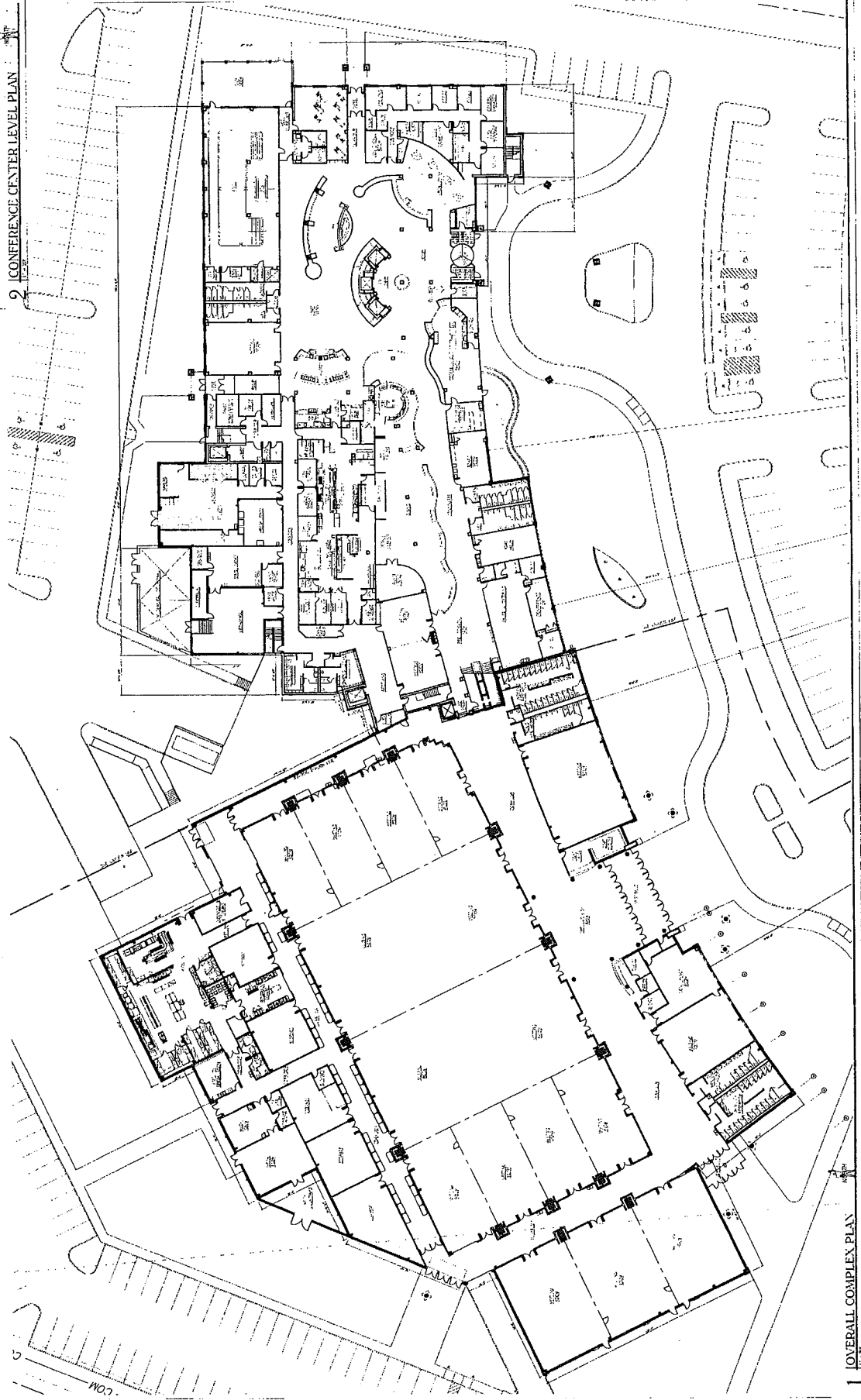
PELLHAM
PHILLIPS
ARCHITECTS
ENGINEERS
1120 West 10th Street
Lincoln, NE 68502
402.441.1111



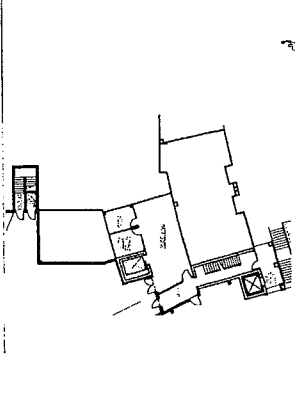
PELLHAM
PHILLIPS
ARCHITECTS
ENGINEERS
1120 West 10th Street
Lincoln, NE 68502
402.441.1111

Project # 21000
Date: 10/1/2000

A100



2 CONFERENCE CENTER LEVEL PLAN



No Basement 7 Floors