

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA RECOMMENDING TO THE NEBRASKA LIQUOR CONTROL COMMISSION, APPROVAL OF THE CLASS I LIQUOR LICENSE APPLICATION OF LA VISTA PIZZA LLC DBA GODFATHER'S PIZZA, LA VISTA, NEBRASKA.

WHEREAS, La Vista Pizza LLC dba Godfather's Pizza, 7920 South 84th Street, La Vista, Sarpy County, Nebraska, has applied to the Nebraska Liquor Control Commission for a Class I Liquor License, and

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, hereby recommend to the Nebraska Liquor Control Commission approval of the Class I Liquor License application submitted by La Vista Pizza LLC dba Godfather's Pizza, 7920 South 84th Street, La Vista, NE.

PASSED AND APPROVED THIS 6TH DAY OF JANUARY 2009.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

LA VISTA POLICE DEPARTMENT INTEROFFICE MEMORANDUM

TO: PAM BUETHE, CITY CLERK
FROM: BOB LAUSTEN, POLICE CHIEF
SUBJECT: LOCAL BACKGROUND- LIQUOR LICENSE -LA VISTA PIZZA LLC (DBA GODFATHER'S)
DATE: 12/22/2008
CC:

The police department conducted a check of computerized records on the applicants, Kenneth Denfeld and Michael Ching for criminal conduct in Nebraska and Sarpy County in reference to the Liquor License application. Applicant Ching has traffic entries only.

NEW APP I-83794
REPLACING 10121 / NO TAA
LEASE EXPIRES 10/31/2018

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

83794

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NEBRASKA LIQUOR
CONTROL COMMISSION

Applicant Name

LaVista Pizza, LLC

Trade Name

Godfather's Pizza

Previous Trade Name

Godfather's Pizza

E-Mail Address:

PPC Oregon @ aol.com

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)

- QA* ✓ 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.
- ✓ 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.
- N/A* 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.

*BUS 5014
45-mm*



0800019360

N/A

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).

✓ 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.

N/A *Very limited. 1 case Bud, 1 case Bud Light, or 12 0.2 Bottles*

8. Enclose a list of any inventory or property owned by other parties that are on the premise. *Hand.*

✓ 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.

11. Check with local governing bodies for any further requirements or restrictions.

12. If you have a business plan, please submit a copy.

*Existing Godfather Pizza
1981 to Present*

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/

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

RETAIL LICENSE(S)		Application Fee
<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
<input type="checkbox"/>	Class K Catering license (requires catering application form)	\$100.00

MISCELLANEOUS		Application Fee	Bond Required
<input type="checkbox"/>	L Craft Brewery (Brew Pub)	\$295.00	\$1,000 minimum
<input type="checkbox"/>	O Boat	\$ 95.00	none
<input type="checkbox"/>	V Manufacturer		
<input type="checkbox"/>	Alcohol & Spirits	\$1,045.00	\$1,000 minimum
<input type="checkbox"/>	Beer (excluding produced by a craft brewery)	\$145.00 1 to 100 barrel*	\$1,000 minimum
<input type="checkbox"/>	Beer (excluding produced by a craft brewery)	\$245.00 100 to 150 barrel*	\$1,000 minimum
<input type="checkbox"/>	Beer (excluding produced by a craft brewery)	\$395.00 150 to 200 barrel*	\$1,000 minimum
<input type="checkbox"/>	Beer (excluding produced by a craft brewery)	\$545.00 200 to 300 barrel*	\$1,000 minimum
<input type="checkbox"/>	Beer (excluding produced by a craft brewery)	\$695.00 300 to 400 barrel*	\$1,000 minimum
<input type="checkbox"/>	Beer (excluding produced by a craft brewery)	\$745.00 400 to 500 barrel*	\$1,000 minimum
<input type="checkbox"/>	W Wholesale Beer	\$545.00	\$5,000 minimum
<input type="checkbox"/>	X Wholesale Liquor	\$795.00	\$5,000 minimum
<input type="checkbox"/>	Y Farm Winery	\$295.00	\$1,000 minimum
<input type="checkbox"/>	Z Micro Distillery	\$295.00	\$1,000 minimum
<input type="checkbox"/>	Copy of TTB permit (if applying for L, V, W, X, Y or Z)		

*daily capacity, average daily barrel production for the previous twelve months of manufacturing operation. If no such basis for comparison exists, the manufacturing licensee shall pay in advance for the first year's operation a fee of five hundred dollars

All Class C licenses expire October 31st

All other licenses expire April 30th

Catering license (K) expires same as underlying retail license

TYPE OF APPLICATION BEING APPLIED FOR (CHECK ONE)

- ☐ Individual License (requires insert form 1)
☐ Partnership License (requires insert form 2)
☐ Corporate License (requires insert form 3a & 3c)
☒ 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 Kenneth J Densfeld Phone number: 503-531-7200
 Firm Name owner La Vista Pizza LLC

PREMISE INFORMATIONTrade Name (doing business as) God fathers Pizza.Street Address #1 7920 S. 84th ST

Street Address #2 _____

City La Vista County Sandy Zip Code 68128Premise Telephone number 402-592-7880Is this location inside the city/village corporate limits: ☒ YES ☐ NO

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

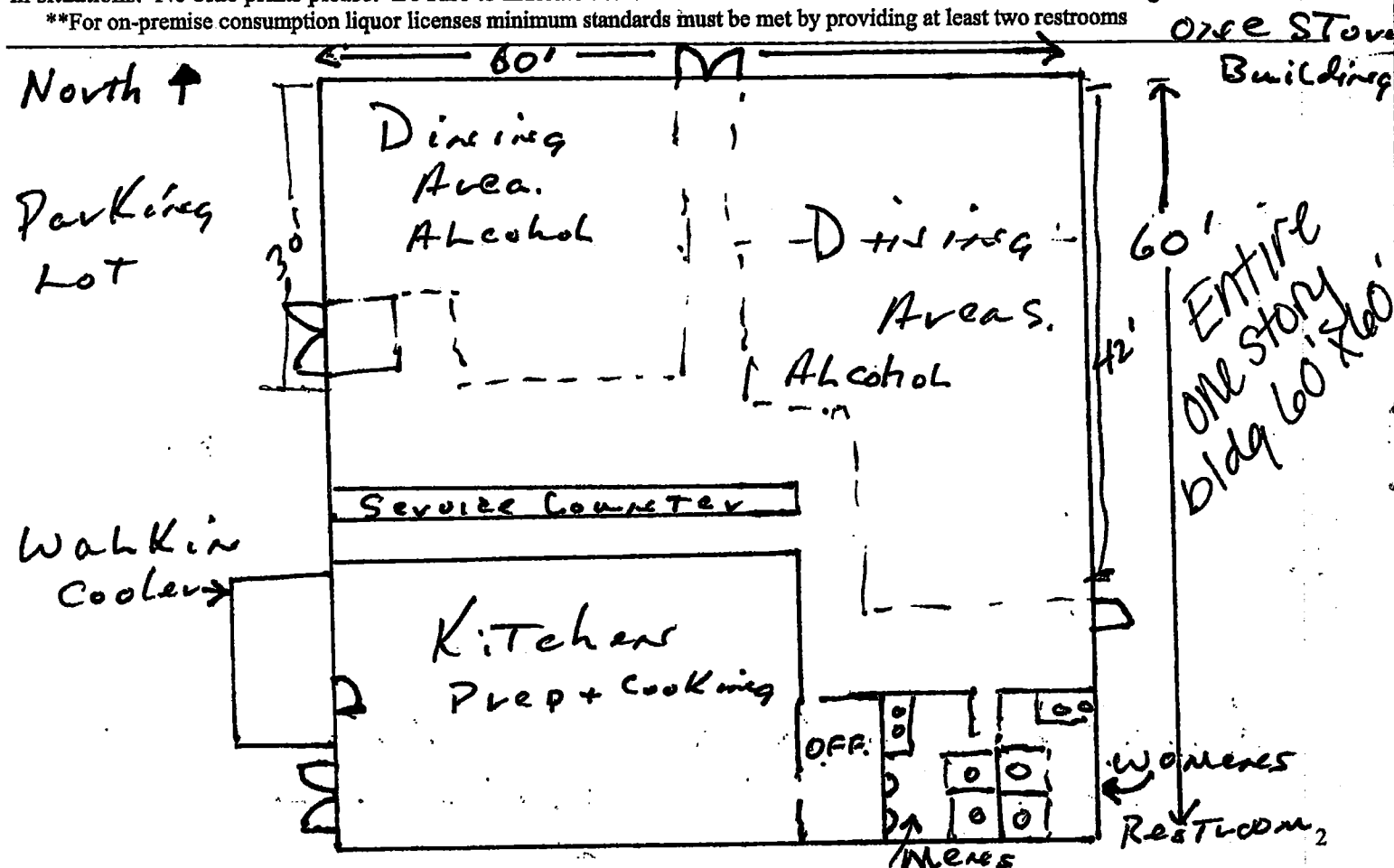
Name God fathers PizzaStreet Address #1 1905 NW 169th Place #201

Street Address #2 _____

City Beaverton State OR Zip Code 97006**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.

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



APPLICANT INFORMATION**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.

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?

Replacing I - 10121

Pacific Pizza Co dba Godfathers
Pizza

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.

~~Michael Rachel~~

Cherie KPD

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.

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.

No silent partners

8. Are your 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.

Pinnacle Bank - Kenneth J Densfeld, Janine M Lisc, Sakkeper

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.

See Attached

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

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

Name:	Date:	Where:
Kenneth J Densfeld	1981-Present	Existing Restaurant, Built 4000
Michael Ching	10 yr	La Vista Goldathers Restaurant
General mgr	10 yr	10 Present

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

☒ Lease: expiration date Nov 2018 10-31-2018
☐ Deed
☐ Purchase Agreement

14. When do you intend to open for business? Existing business owned by Pacific Pizza

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

16. What are the anticipated hours of operation? 11 AM TO 11 PM

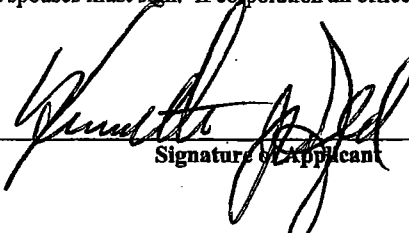
17. List the principal residence(s) for the past 10 years for all persons required to sign, including spouses. If necessary attach a separate sheet.

RESIDENCES FOR THE PAST 10 YEARS. APPLICANT AND SPOUSE MUST COMPLETE					
APPLICANT: CITY & STATE		YEAR FROM TO		SPOUSE: CITY & STATE	
<u>Kenn Densfeld</u>				<u>Pam Densfeld</u>	
<u>Portland OR</u>		<u>1997</u>	<u>Present</u>	<u>Portland OR.</u>	
<u>Michael Ching</u>				<u>Rachel Ching</u>	
<u>Papillion NB</u>		<u>1996</u>	<u>Present</u>	<u>Papillion NB</u>	
				<u>1996 Present</u>	

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



Signature of Spouse

Signature of Applicant

Signature of Spouse

Signature of Applicant

Signature of Spouse

Signature of Applicant

Signature of Spouse

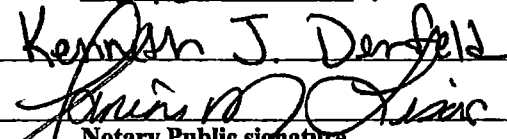
Signature of Applicant

Signature of Spouse

State of ~~Nebraska~~ Oregon

County of Washington

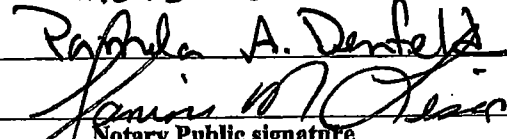
The foregoing instrument was acknowledged before me this 12/13/08 by



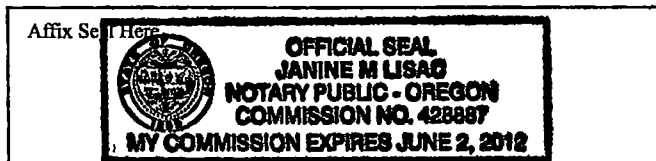
Notary Public signature

County of Washington

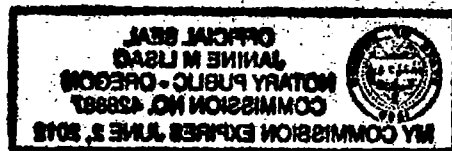
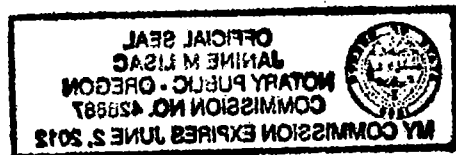
The foregoing instrument was acknowledged before me this 12/13/08 by



Notary Public signature



In compliance with the ADA, this manager insert 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.



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



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

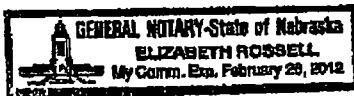
County of SARPYThe foregoing instrument was acknowledged before me this 12/5/08 by

Michael Ching
Elizabeth Russell
 Notary Public signature

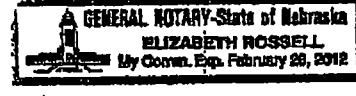
The foregoing instrument was acknowledged before me this 12/5/08 by

Rachel Ching
Elizabeth Russell
 Notary Public signature

Affix Seal Here



Affix Seal Here



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 A ten day advance period is required in writing to produce the alternate format.

Pacific Pizza Company dba Godfather's Pizza
Kenneth J. Denfeld

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NEBRASKA LIQUOR
CONTROL COMMISSION

Past and Present liquor licenses held

Nebraska

LaVista	10121
Ames St.	closed 1980
Farnam St	closed 1980
Millard	closed 1980
99th & Q Street	closed 1980

Oregon

Beaverton	closed 1995
Hillsboro	closed 2003
Barrows	106345
Sunset	closed 2000
Forest Grove	106346
Barbur	closed 1997
Farmington	106347
Sherwood	sold 2004
Tigard	closed 2003
Clackamas	106349
Troutdale	102144
Bethany	106350
Baseline	106351
Canby	sold 2004

Washington

Fisher's Landing	78736
Market Center	closed
Heritage	82576

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

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

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NEBRASKA LIQUOR
CONTROL COMMISSION

All LCC members, including spouses, are required to adhere to the following requirements

- 1) Must be a citizen of the United States
- 2) Must provide a copy of their certified birth certificate or INS papers
- 3) Must submit their fingerprints (2 cards per person)
- 4) Must sign the signature page of the Application for License form (even if spousal affidavit has been submitted)

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

Name of Registered Agent: Michael Ching

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

La Vista ~~THE~~ Pizza LLC

LLC Address: 7920 So. 84th St

City: La Vista State: NE Zip Code: 68128

LLC Phone Number: 402-592-7880 Fax Number: 402-339-7040

Name of Contact Member (Name and information of contact member must be listed on following page)

Last Name: Ching First Name: Michael MI: A

Home Address: 1 2060 Stillwater Dr City: Papillion

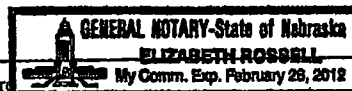
State: NE Zip Code: 68046 Home Phone Number: 402-934-0768

[Signature]
Signature of Contact Member

County of Sarpy

The foregoing instrument was acknowledged before me this 12/2/08 by

[Signature]
Notary Public signature



Affix Seal Here

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

Last Name: Densfeld First Name: Kenneth MI: I

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: 2-8-31

Last Name: Densfeld First Name: Pamela MI: A

Social Security Number: 5 Date of Birth: 2

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

Spouse Social Security Number: 5 Date of Birth: 1-1-31

Last Name: Ching First Name: Michael MI: A

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Last Name: Ching First Name: Rachel MI: L

Social Security Number: _____ Date of Birth: 01-19-11

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

Spouse Social Security Number: _____ Date of Birth: _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Not a member per timeline

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

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Is the applying Limited Liability Company controlled by another Corporation/Company?

☐ YES

☒ NO

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

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

Starting Date: 52 / 53 WK year
Nov 1 Ending Date: Oct 31

Is this a Non Profit Corporation?

☐ YES

☒ NO

If yes, provide the Federal ID #.

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

REVISED 5/2007

**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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**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 Pizza, LLC

Premise information

Premise License Number: _____

Premise Trade Name/DBA: Godfather's Pizza

Premise Street Address: 7920 So. 84th St

City: La Vista State: Ne Zip Code: 68128

Premise Phone Number: 402-592-7880

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.



CORPORATE OFFICER SIGNATURE
(Faxed signatures are acceptable)

Manager's information must be completed below PLEASE PRINT CLEARLY

Gender: ☒ MALE ☐ FEMALE

Last Name: Ching First Name: Michael MI: A

Home Address (include PO Box if applicable): 2060 Stillwater Dr

City: Papillion State: NE Zip Code: 68046

Home Phone Number: 402-934-0768 Business Phone Number: 402-592-7380

Social Security Number: _____ Drivers License Number & State: NE

Date Of Birth: _____ Place Of Birth: Bellevue, NE

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

☒ YES ☐ NO

Spouse's information

Spouses Last Name: Ching First Name: Rachel
MI: L

Social Security Number: S Drivers License Number & State: _____

Date Of Birth: C Place Of Birth: Fremont

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

APPLICANT			SPOUSE		
CITY & STATE		YEAR FROM TO	CITY & STATE		YEAR FROM TO
<u>Papillion NE</u>		<u>1984 2008</u>	<u>Papillion NE</u>		<u>1998 2008</u>

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO	NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
<u>1997 2008</u>	<u>Elrod father's Pizza</u>	<u>Ken Denfeld</u>	<u>402 592-7380</u>
<u>1996 1997</u>	<u>Omaha Horse Center</u>	<u>Bob Lukart</u>	<u>closed</u>

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

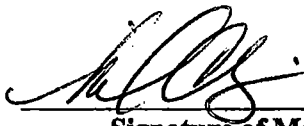
☐ NO

PERSONAL OATH AND CONSENT OF INVESTIGATION

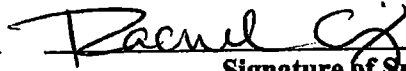
The above individual(s), being first duly sworn upon oath, deposes and states that the undersigned is the applicant and/or spouse of applicant who makes the above and foregoing application that said application has been read and that the contents thereof and all statements contained therein are true.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

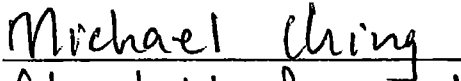
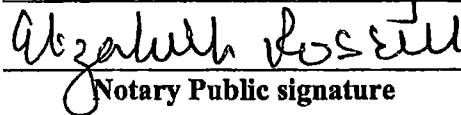
County of

Sarpy

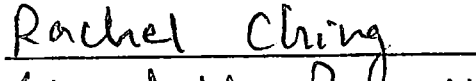
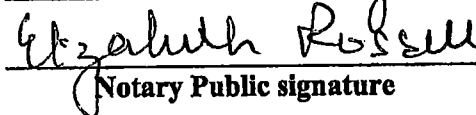
County of

Sarpy

The foregoing instrument was acknowledged before me this 12/1/2008 by



Notary Public signature

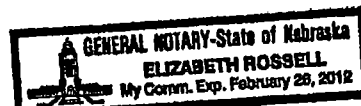
The foregoing instrument was acknowledged before me this 12/1/08 by



Notary Public signature

Affix Seal Here



Affix Seal Here



In compliance with the ADA, this manager insert 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.

Revised 5/2007

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

Office Use

RECEIVED

DEC 10 2008

**NEBRASKA LIQUOR
CONTROL COMMISSION**

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.

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

Rachel Ching
Printed name of spouse asking for waiver

State of NE

County of Sarpy

12/1/08
date

The foregoing instrument was acknowledged before me this

by Rachel Ching
name of person acknowledged

Elizabeth Russell
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.

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

Michael Ching
Printed name of applying individual

State of NE

County of Sarpy

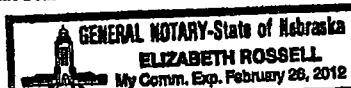
12/1/08
date

The foregoing instrument was acknowledged before me this

by Michael Ching
name of person acknowledged

Elizabeth Russell
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.

#13

RECEIVED

DEC 15 2008

ASSIGNMENT AND ASSUMPTION OF LEASE
AND AMENDMENT TO LEASE AGREEMENT

NEBRASKA LIQUOR
CONTROL COMMISSION

This Assignment and Assumption of Lease and Amendment to Lease Agreement ("Amendment") is made effective November 3, 2008 ("Effective Date") by and among Kenneth J. Denfeld ("Lessor"), Pacific Pizza Company, an Oregon corporation ("Assignor"), and La Vista Pizza, LLC, an Oregon limited liability company ("Assignee").

RECITALS

A. Lessor and Assignor, as Lessee, entered into a lease dated April 9, 1991 of certain premises located at 7920 84th Street, LaVista, Nebraska 68128 (the "Premises") more fully described in the Lease and an Addendum to Lease Agreement dated April 5, 1996 (collectively, the "Lease").

B. The Lease has been extended by further agreement of Lessor and Assignor and currently is in full force and effect.

C. Assignor desires to assign to Assignee all of Assignor's right, title, and interest as Lessee under the Lease and Assignee desires to accept such assignment, assume Assignor's obligations and liabilities as Lessee under the Lease, and enter into an amendment of the Lease with Lessor. Lessor desires to consent to such assignment and assumption and enter into such amendment of the Lease, on the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficient whereof are hereby acknowledged, the parties agree as follows:

1. **Recitals True: Definitions Incorporated.** The parties acknowledge that the recitals set forth above are true and accurate. Unless otherwise expressly provided herein, the defined terms set forth in this Amendment shall have the exact meanings given those terms in the Lease.

2. **Assignment.** As of the Effective Date, Assignor assigns and transfers to Assignee all of Assignor's right, title, obligations, and interest as Lessee in, to and under the Lease.

3. **Assumption.** As of the Effective Date, Assignee accepts such assignment, assumes all of the obligations of Assignor under the Lease, and agrees to observe and perform each and every term, covenant, and condition of the Lease on the part of Assignor to be observed and performed under the Lease.

4. **Benefit.** The assignment and assumption contained herein shall bind and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

5. **Assignor's Indemnity.** Assignor hereby agrees to indemnify, defend, and hold Assignee harmless from any claim, loss, liability, expense (including, without limitation, reasonable attorney fees), demand, or cause of action which may be asserted against or incurred by Assignee arising from, based upon, or related to a breach or failure, refusal, or inability to perform any provision of the Lease that occurred prior to the Effective Date.

6. **Assignee's Indemnity.** Assignee hereby agrees to indemnify, defend, and hold Assignor harmless from any claim, loss, liability, expense (including, without limitation, reasonable attorney fees), demand or cause of action which may be asserted against or incurred by Assignor arising from, based upon, or related to a breach or failure, refusal, or inability to perform any provision of the Lease that occurs on or after the Effective Date.

7. **Consent.** Lessor hereby consents to the assignment and assumption of the Lease as provided herein; provided, however, such assignment and assumption does not release or discharge Assignor from its obligations or liabilities as Lessee under the Lease.

8. **Extension of Lease Term; Commencement and Expiration Dates.** The term of the Lease is extended for 10 years (the "Extension Term"). The Extension Term shall commence on November 3, 2008 and expire on October 31, 2018.

9. **Rent.** During the first month of the Extension Term, Assignee shall pay minimum rent in the amount of \$9,082. Thereafter, minimum rent shall increase by \$100 each month during the Extension Term. During the Extension Term, Assignee shall continue to pay percentage rent as provided in the Lease and all other amounts due under the Lease.

10. **Additions and Alterations.** Section 9 of the Lease is amended to provide as follows:

Except as provided herein, Lessee shall not make any alterations in or additions to the leased premises or make any contract therefor without first procuring Lessor's consent. All alterations, additions, improvements and fixtures, other than trade fixtures, which may be made or installed by Lessor upon the leased premises shall be the property of Lessor during the term of the Lease and any extension thereof, and all alterations, additions, improvements and fixtures, other than trade fixtures, which may be made or installed by Lessee upon the leased premises shall be the property of Lessee during the term of the Lease and any extension thereof. All such alterations, additions, improvements and fixtures, whether made or installed by Lessor or Lessee, shall remain upon and be surrendered with the leased premises as a part thereof upon the termination of the term of the Lease, or extension thereof, whether by the lapse of time or otherwise, all without compensation or credit to Lessee; provided, however, if prior to said termination, or within 15 days thereafter, Lessor directs, by written notice to Lessee, Lessee shall promptly remove the additions, improvements, fixtures, and installations which were placed in or

on the leased premises by Lessee which are designated in said notice and repair any damage occasioned by such removal, and in default thereof, Lessor may effect the removal and repairs and Lessee shall pay to Lessor, on demand, the costs thereof with interest at the rate of 10% per annum from the date of such removal by Lessor.

11. **Grant of Security Interest.** Assignee hereby grants to Lessor and Pamela Denfeld a security interest in all leasehold improvements located on the Premises (the "Collateral") to secure payment of Assignee's assumed obligations under that certain Corporate Promissory Note dated May 26, 2006 from Assignor to Lessor and Pamela Denfeld in the original principal amount of \$100,000 and that certain Corporate Promissory Note dated August 31, 2006 from Assignor to Lessor and Pamela Denfeld in the original principal amount of \$50,000 (collectively, the "Notes"). In order to perfect the security interest in the Collateral, Assignee hereby authorizes Lessor to file and/or record in any jurisdiction or office Lessor deems appropriate, a UCC-1 Financing Statement describing the Collateral. Upon default by Assignee under either of the Notes, Lessor and Pamela Denfeld shall have all rights and remedies available to a secured party under the Uniform Commercial Code and any other applicable laws.

12. **No Allowance; Assignee Acceptance of Premises.** Lessor shall have no obligation whatsoever to improve, update, or otherwise modify the Premises prior to or during the Extension Term. By executing this Amendment, Assignee accepts the Premises "AS IS," as being in the condition in which Lessor is obligated to deliver them, and otherwise in good order, condition and repair.

13. **Option to Extend Lease Term.**

13.1 Assignee shall have the right to extend the term of the Lease for three additional five-year terms after the expiration of the Extension Term, such right to be exercised by written notice from Assignee to Lessor given not less than 180 days prior to the expiration date of the applicable extension term. An extension right may only be exercised if Assignee is not then in default under the Lease or has not been in default at any time during the 12 months prior to the expiration of the applicable extension term. In the event the Lease is terminated for any reason, the rights granted to Assignee in this section shall also terminate at the same time. In the event Assignee exercises the right to extend the term of the Lease as provided herein and subsequently becomes in default prior to commencement of the applicable extension term, Lessor may elect, by written notice to Assignee, to terminate Assignee's prior election to exercise its right to extend the term of the Lease, in which event Assignee shall have no rights with respect to the applicable extension term. The right to extend the term of the Lease is personal to Assignee and may be exercised only by Assignee in the event the Assignee is in actual occupancy of the Premises at the time an extension notice is given.

13.2 The lease of the Premises during the applicable extension term shall be upon the same terms and conditions as are contained in the Lease and any amendments thereto with respect to the initial term and any extension term, except that (a) there shall be no further options to extend the term of the Lease except as provided in this section unless expressly granted by Lessor in writing, (b) the provisions of the Lease, if any, in the nature of concessions

to induce Assignor to enter into the Lease shall not apply, and (c) the rental rate at the commencement of an applicable extension term shall be the then fair market rent as reasonably determined by Lessor, but in no event less than the rate payable during the final month of the previous extension term. The fair market rent determined by Lessor shall be based on rents for comparable space of comparable size with a comparable level of tenant improvements for a similar term for tenants of similar credit to that of Assignee, by reference to restaurant space in the Omaha, Nebraska area.

13.3 Upon notification from Assignee of the exercise of an extension option, Lessor shall within 30 days thereafter notify Assignee in writing of the proposed minimum rent for the applicable extension term. Assignee shall within 15 days following receipt of same notify Lessor in writing of the acceptance or rejection of the proposed minimum rent. Assignee's failure to timely provide such notice shall constitute acceptance of the proposed minimum rent. In the event of rejection of the proposed minimum rent by Assignee and if the parties cannot agree on the minimum rent, the minimum rent for the applicable extension term shall be determined as follows:

13.3.1 Within 15 days following notification of rejection, Lessor and Assignee shall each appoint a disinterested and qualified real estate professional (but not an appraiser) to determine minimum rent for the applicable extension term. If these two real estate professionals cannot agree upon minimum rent for the applicable extension term within 15 days following their appointment, the two appointees shall forthwith select a third disinterested and qualified real estate professional, and the decision of any two of the three real estate professionals as to the minimum rent for the applicable extension term shall be binding. Notification in writing of this decision shall be made by the real estate professionals to Lessor and Assignee within 30 days following the selection of the third real estate professional. Lessor and Assignee shall bear the expense of the real estate professional appointed by each, and the expense of the third real estate professional shall be shared equally by the parties. During such process for establishing minimum rent, Assignee shall pay minimum rent for the applicable extension term at Lessor's rate, with retroactive adjustment made if a different rate is established as provided above.

13.4 Within 15 days after minimum rent for the applicable extension term has been finally determined, the parties shall execute a written confirmation of the applicable extension term and minimum rent for the applicable extension term. Failure or refusal of Assignee to execute the confirming memorandum shall be an event of default under the Lease.

13.5 The minimum rent for an applicable extension term shall increase by \$100 each month during the applicable extension term and Assignee shall continue to pay percentage rent as provided in the Lease and all other amounts due under the Lease.

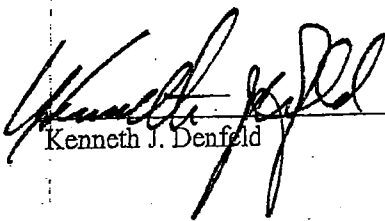
14. **Continuing Effect.** All covenants, agreements, terms, and conditions of the Lease remain in full force and effect, as modified by this Amendment, as though restated in their entirety herein.

15. **Conflict Between Terms.** In the event of any conflict between the terms of the Amendment and the Lease, the terms of the Amendment shall control.

16. **Counterparts.** This Amendment may be executed in counterparts and/or by exchange of electronic or facsimile copies of executed pages, with the same effect as if such counterparts and/or executed pages were a single original instrument bearing original signatures. Any party emailing or faxing its signature page shall promptly on request by another party or parties distribute to the other party or parties the original signature page.

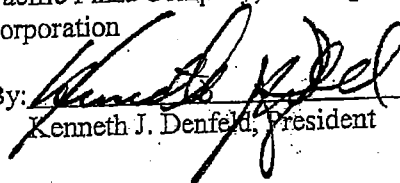
IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

LESSOR


Kenneth J. Denfeld

ASSIGNOR

Pacific Pizza Company, an Oregon corporation

By: 
Kenneth J. Denfeld, President

ASSIGNEE

LaVista Pizza, LLC, an Oregon limited liability company

By: 
Kenneth J. Denfeld, Manager

ADDENDUM TO LEASE AGREEMENT

THIS ADDENDUM entered into effective the 30th day of April 2006, by and between KENNETH J. DENFELD ("Lessor") and PACIFIC PIZZA CO., an Oregon corporation ("Lessee").

RECITALS:

- A. Pursuant to the terms of that certain Lease Agreement by and between the parties dated April 19, 1996 (the "Lease"), Lessee presently leases from Lessor the building located at 7920 South 84th Street, LaVista, Sarpy County, Nebraska 68128 (the "Premises").
- B. The term of the Lease was for five (5) years and was renewed for an additional five [5] years, which shall expire on April 30, 2006.
- C. The parties desire to enter into this Addendum for the purpose of extending the Lease for an additional five (5) year term.

NOW, THEREFORE, the parties agree as follows:

AGREEMENT:

- 1. Paragraph 2 of the Lease shall be amended as follows:
 - "2. Term. The term of the Lease shall be for five (5) years beginning May 1, 2006 and continuing through April 30, 2011".
- 2. Paragraph 3(a) of the Lease shall be amended as follows:
 - "(a) Minimum Rent. A minimum fixed rental in the sum of EIGHT THOUSAND SIX HUNDRED EIGHTY TWO DOLLARS (\$8,682.00) per month. Each monthly installment shall be payable in advance on or before the first day of every calendar month during the term of this Lease or any extension thereof without demand therefor. Whenever the term "minimum fixed rental" is used in this Lease, it shall be construed to mean said sum of EIGHT THOUSAND SIX HUNDRED EIGHTY TWO DOLLARS (\$8,682.00) per month payable as aforesaid.
 - Minimum rent shall increase TWO HUNDRED DOLLARS (\$200.00) each year for the second, third, fourth and fifth year of the Lease. For example, rent on May 1 2007 shall be increased two hundred dollars to EIGHT THOUSAND EIGHT HUNDRED EIGHTY TWO DOLLARS (8,882.00) per month and rent on May 1, 2008 shall increase to NINE THOUSAND EIGHTY TWO DOLLARS (9,082.00) per month and so on thereafter."

3. All other terms and conditions contained in the Lease and not modified or amended herein shall remain in full force and effect as if fully set forth and incorporated herein.

IN WITNESS WHEREOF, the parties have entered into this Addendum effective the day and year first written above.

LESSOR:

By: 

Kenneth J. Denfeld

LESSEE: PACIFIC PIZZA COMPANY

By: 

Kenneth J. Denfeld,
President of Pacific Pizza Company

ADDENDUM TO LEASE AGREEMENT

THIS ADDENDUM entered into effective the 6th day of April, 2001, by and between KENNETH J. DENFELD ("Lessor") and PACIFIC PIZZA CO., an Oregon corporation ("Lessee").

RECITALS:

- A. Pursuant to the terms of that certain Lease Agreement by and between the parties dated April 5, 1996 (the "Lease"), Lessee presently leases from Lessor the building located at 7920 South 84th Street, LaVista, Sarpy County, Nebraska 68128 (the "Premises").
- B. The term of the Lease expired on April 30, 1996, and the original Addendum was for five (5) years and shall expire on April 30, 2001.
- C. The parties desire to enter into this Addendum for the purpose of extending the Lease for an additional five (5) year term.

NOW, THEREFORE, the parties agree as follows:

AGREEMENT:

- 1. Paragraph 2 of the Lease shall be amended as follows:

"2. Term. The term of the Lease shall be for five (5) years beginning May 1, 2001 and continuing through April 30, 2006."
- 2. Paragraph 3(a) of the Lease shall be amended as follows:

"(a) Minimum Rent. A minimum fixed rental in the sum of SEVEN THOUSAND FOUR HUNDRED EIGHTY-TWO DOLLARS (\$7,482.00) per month. Each monthly installment shall be payable in advance on or before the first day of every calendar month during the term of this Lease or any extension thereof without demand therefor. Whenever the term "minimum fixed rental" is used in the Lease, it shall be construed to mean said sum of SEVEN THOUSAND FOUR HUNDRED EIGHTY-TWO DOLLARS (\$7,482.00) per month payable as aforesaid.

Minimum rent shall be increased TWO HUNDRED DOLLARS (\$200.00) each year for the second, third, fourth and fifth year of the Lease. For example, rent on May 1, 2002 shall be increased two hundred dollars to SEVEN THOUSAND SIX HUNDRED EIGHTY-TWO DOLLARS (\$7,682.00) per month and rent on May 1, 2003 shall be increased to SEVEN THOUSAND EIGHT HUNDRED EIGHTY-TWO DOLLARS (\$7,882.00) per month and so on thereafter."

3. All other terms and conditions contained in the Lease and not modified or amended herein shall remain in full force and effect as if fully set forth and incorporated herein.

IN WITNESS WHEREOF, the parties have entered into this Addendum effective the day and year first written above.

LESSOR:

LESSEE: PACIFIC PIZZA COMPANY

By:


Kenneth J. Denfeld

By:


Kenneth J. Denfeld,
President, Pacific Pizza Co.

LEASE AGREEMENT

LEASE AGREEMENT entered into Apr 9, 1991, between Kenneth J. Denfeld (herein "Lessor") and Pacific Pizza Co., an Oregon corporation (herein "Lessee").

1. Premises. Lessor has constructed or is constructing a building on certain real property situated at 7920 South 84th Street, LaVista, Sarpy County, Nebraska 68128, described in Exhibit "A". Lessor hereby leases to Lessee and Lessee hereby rents from Lessor upon the terms, conditions and covenants hereinafter set forth, the building situated on the real property described in Exhibit "A".

2. Term. The term of this lease shall be for five (5) years beginning May 1, 1991 and continuing through April 30, 1996.

3. Rental. Lessee shall pay to Lessor, at Lessor's address as set forth in Paragraph 22 hereof, a minimum fixed monthly rental as set forth in Subparagraph (a) below or shall pay to Lessor a percentage rent as set forth in Subparagraph (b) below, whichever sum shall be the greater.

(a) Minimum Rent. A minimum fixed rental in the sum of FIVE THOUSAND FOUR HUNDRED EIGHTY-TWO DOLLARS (\$5,482.00) per month. Each monthly installment shall be payable in advance on or before the first day of every calendar month during the term of this lease or any extension thereof without demand therefor. Whenever the term "minimum fixed rental" is used in this lease, it shall be construed to mean said sum of FIVE THOUSAND FOUR

HUNDRED EIGHTY-TWO DOLLARS (\$5,482.00) per month payable as aforesaid.

Minimum rent shall be increased TWO HUNDRED DOLLARS (\$200.00) each year for the second, third, fourth and fifth year of the lease. For example, rent on May 1, 1992 shall be increased two hundred dollars to FIVE THOUSAND SIX HUNDRED EIGHTY-TWO DOLLARS (\$5,682.00) per month and rent on May 1, 1993 shall be increased to FIVE THOUSAND EIGHT HUNDRED EIGHTY-TWO DOLLARS (\$5,882.00) per month and so on thereafter.

(b) Percentage Rent. Lessee shall pay as rent five percent (5%) of the gross receipts of any business conducted by Lessee on the demised premises.

The term gross receipts shall include all money and other things of value received by or paid to Lessee or to others for Lessee's use and benefit, including (but without in any way limiting the foregoing) the sale of all food, nonalcoholic beverages of whatsoever kind and character and all services performed by Lessee or anyone working for Lessee for which any such compensation is received. Gross receipts shall not include the sale of liquor, beer or wine. There shall also be included in computing gross receipts, but without limitation by reason of the enumeration thereof, all receipts that become the property of Lessee from the use of public telephones and coin-vending machines; provided, however, that in the computation of the gross receipts there shall first be deducted all direct taxes on the service or merchandise sold which are passed on to and paid by the consumers thereof by Lessee as a tax.

(c) Accounting. Lessee agrees to maintain to the reasonable satisfaction of Lessor an appropriate system of books and accounts, written records of all services rendered, sales made and business done in or from the leased premises, by credit or otherwise, including sales checks, cash register or other machine records, all in accordance with good standard and accepted accounting and business practice. All of said records shall be available for examination and audit at any time during regular business hours for the purpose of verification of the monthly statements required to be delivered by Lessee to Lessor.

Lessee agrees to furnish Lessor with a duplicate copy of the annual certified statement made by an independent public accountant or registered accountant duly licensed and authorized to practice in the State of Nebraska, of all gross sales made by Lessee on, in, from or through the leased premises. Lessor, at his sole discretion, may waive his right to receive such annual certified statement.

(d) Statement of Gross Sales; Payment of Percentage Rental. On or before the 15th day of each and every calendar month during the lease term, Lessee shall furnish Lessor with a statement, certified as correct by Lessee or employee of Lessee authorized so to certify, showing in detail the gross sales and receipts in, on and from the leased premises during the preceding calendar month and the authorized deductions, if any, therefrom.

Within thirty (30) days after the close of each lease year, a final adjustment and accounting for each lease year shall be had to determine the gross sales of the preceding lease year and the amount of rent paid by Lessee. On or before the 30th day after the close of each lease year, Lessee shall pay any amount owed to Lessor under the percentage rent terms hereof.

The acceptance of any additional rent computed on a percentage basis tendered by lessee shall be without prejudice to Lessor's right to any further sum shown to be due. If an examination of Lessee's records should reveal any errors as a result of which additional rent is due to lessor, Lessee shall promptly pay to Lessor the additional rent so due. If an examination of Lessee's records should reveal any errors as a result of which additional rent has been paid to Lessor, then Lessee shall be entitled to a credit of such expenses against future rent payments. The obligations of Lessee to make the payments of additional rent shall survive the expiration of the term of this lease.

(e) Operation of Business. Lessee shall continuously during the entire term of this lease operate said business on said premises with due diligence and efficiency as to reasonably produce the maximum return to Lessee and shall keep said premises open for business and cause such business to be conducted thereon during each and every business week for such number of hours each day as is customary for businesses of like character in that city to be open for business; provided, however, that this provision shall not apply if the leased premises shall be closed and the

business of Lessee therein shall be temporarily shut down on account of strikes, lockouts or causes beyond the control of Lessee, or for not more than three (3) days out of respect to the memory of any deceased officer or employee of Lessee, or the relative of any such officer or employee.

(f) Further Additional Rent. All costs, charges and expenses which Lessee assumes, agrees or is obligated to pay to Lessor pursuant to this lease shall be deemed "further additional rent" and in the event of non-payment to Lessor of any "percentage rent" or "further additional rent", Lessor shall have the rights and remedies as herein provided for the non-payment of "minimum fixed rental".

(g) Disclaimer. Neither this lease nor the method herein set forth for the computation of the percentage rent herein reserved to Lessor nor any one (1) or more agreements herein contained is intended nor shall the same ever be construed so as to create a co-partnership by and between Lessor and Lessee nor so as to make Lessor and Lessee joint venturers nor so as to make Lessee in any way responsible for the debts and/or losses of Lessor nor so as to make Lessor in any way responsible for the debts and/or losses of Lessee.

4. Taxes.

(a) Lessee agrees to pay all taxes levied upon personal property, including trade fixtures and inventory, not owned by Lessor and kept on the leased premises.

(b) Lessee agrees to pay all taxes and general and special assessments levied against the land, building and improvements occupied by Lessee.

5. Use of Leased Premises. Lessee shall occupy and use the leased premises for a Pizza Restaurant. It shall not engage in any activity which will invalidate any policy of insurance now or hereafter held by Lessor with respect to said building or cause any increase in the premiums thereof over those prevailing for similar businesses in said area. Lessee's business shall be established and conducted at all times during the term hereof in a reasonably prudent manner, and Lessee will not use the demised premises for or carry on or permit upon said demised premises or any part thereof any offensive, noisy or dangerous trade, business, manufacture or occupation of any nuisance, or anything against public policy, or permit any auction sale or going out of business sale to be held or conducted in or about said premises. Lessee further agrees that the demised premises shall not be used or permitted to be used in whole or in part during the term of this lease for any purpose or use in violation of any laws, ordinances, regulations or rules of any public authority at any time applicable thereto. Lessee agrees not to commit waste or suffer any waste to be committed upon the leased premises.

6. Maintenance and Repair of Premises.

(a) Lessee agrees that it will repair any damage to the leased premises caused by the acts of itself or its employees, agents, customers, invitees or licensees, other than ordinary wear, and except any damages covered by insurance

policies carried by the Lessor. Lessee shall maintain and keep in good repair the interior of the leased premises, including plumbing, heating, cooling, refrigeration equipment (air conditioning), electrical fixtures, and interior painting. Lessor will initially paint the interior of the building in colors selected by Lessee and approved by Lessor. Lessee will maintain and keep in good repair all doors and windows and will repaint exterior walls of the demised premises as needed during the term of this lease. Lessee will replace any glass breakage (unless due to structural faults) during the term of this lease. Lessee will provide and maintain sanitary receptacles with covers thereon, about the demised premises, in which to place refuse or trash within said boundaries not covered by said structure on a pro rata basis.

(b) Lessor will be responsible for all structural faults and will maintain and keep in good repair the foundation of the building, except for damages which Lessee is obligated to repair. Lessee will pay Lessor for the maintenance and repair of its pro rata share of the paving, landscaping, irrigation system, exterior walls and roof of the demised premises.

7. Surrender of Premises. On the last day or sooner termination of the lease term, Lessee shall quit and surrender the premises, broom clean, in good condition and repair (reasonable wear and tear, and damage by act of God or fire excepted) together with all alterations, additions, and improvements that may have been made in, to or on the premises, except movable furniture or unattached movable trade fixtures put

in at Lessee's expense. Lessee shall ascertain from Lessor within thirty (30) days before the end of the lease term whether Lessor desires to have the premises or any part of the premises restored to sound original condition as initially delivered to Lessee, and if Lessor shall so desire, then Lessee shall restore the premises or such part of the premises to original condition before the end of the lease term at Lessee's sole cost and expense. On or before the end of the lease term, Lessee shall remove all its property from the premises subject to the rights, liabilities, and conditions contained in Article 17 hereinbelow, and all property not removed shall be deemed abandoned by Lessee. If the premises be not surrendered at the end of the lease term, Lessee shall indemnify Lessor against loss or liability resulting from delay by Lessee in surrendering the premises, including, without limitation, any claims may by any succeeding tenant founded on the delay.

8. Utilities and Services. Lessor shall not be required to furnish any heat, electricity, water or any other utilities or services to Lessee, nor shall Lessor be required to maintain any installations or connections for the purpose of supplying the leased premises with any such utilities or services; Lessee shall provide and pay for all such utilities and services and the maintenance of any connections and installations necessary for the supplying of such utilities and services.

9. Additions and Alterations. Except as provided herein, Lessee shall not make any alterations in or additions to the leased premises or make any contract therefor without first

procuring Lessor's consent. All alterations, additions, improvements and fixtures, other than trade fixtures, which may be made or installed by either Lessor or Lessee upon the leased premises shall be the property of Lessor and shall remain upon and be surrendered with the leased premises as a part thereof upon the termination of the term of this lease, or extension thereof, whether by the lapse of time or otherwise, all without compensation or credit to Lessee; provided, however, if prior to said termination, or within fifteen (15) days thereafter, Lessor directs, by written notice to Lessee, Lessee shall promptly remove the additions, improvements and fixtures, and installations which were placed in or on the leased premises by Lessee which are designated in said notice and repair any damage occasioned by such removal, and in default thereof, Lessor may effect the removal and repairs and Lessee shall pay to Lessor, on demand, the costs thereof with interest at the rate of ten percent (10%) per annum from the date of such removal by Lessor.

10. Trade Fixtures. All trade fixtures and equipment, including any cabinets, installed in or upon the leased premises by Lessee, shall remain the property of Lessee and, so long as Lessee is not in default of the terms and conditions of this lease agreement, Lessee may remove, sell or exchange such trade fixtures and equipment. Upon the termination of this lease agreement, Lessee shall have five (5) working days to remove all trade fixtures and equipment from the leased premises; provided, however, in the event this lease agreement is terminated because

of default in payment of any sum due Lessor from Lessee, all trade fixtures and equipment shall remain on the leased premises and be subject to Lessor's liens as provided in Paragraph 17 herein.

11. Liability of Parties.

(a) Lessor shall not be liable for any damage either to persons or property sustained by Lessee, its agents, employees, customers, invitees or licensees, or by any other persons, unless caused by the negligence of the Lessor, its agents or employees. All goods and wares on the leased premises shall be kept there at the risk of the Lessee only, and Lessor shall not be liable for any loss thereto resulting from any cause. Lessee agrees to hold the Lessor harmless from any such loss or liability.

(b) Lessee agrees to indemnify and save Lessor harmless from and against any and all claims arising from any act, omission, or negligence of Lessee, or its contractors, licensees, agents, servants, or employees, or arising from any accident, injury, or damage whatsoever caused to any person or property occurring in, on, or about the premises or any part of them, the sidewalks adjoining the premises, and any loading dock used exclusively by Lessee, and from and against all costs, expenses, and liabilities incurred in or in connection with any such claim or proceeding brought thereon.

12. Insurance Coverage. Lessee shall take out and keep in force and effect during the term hereof and any extensions hereto, at Lessee's expense, public liability and property damage

insurance coverage with limits of not less than \$500,000 for each occurrence, bodily injury, and \$100,000 property damage liability, all in companies licensed to do business in the State of Nebraska. Said policies shall name Lessor as an additional insured. Evidence of the issuance of such policies shall be delivered to Lessor and Lessee shall obtain a written obligation on the part of the insurance company to notify Lessor in writing at least thirty (30) days prior to any cancellation thereof. Lessee agrees if Lessee does not take out any such insurance or keep the same in force and effect, Lessor may take out the necessary insurance and pay the premium therefor, and Lessee shall repay the Lessor the amount so paid as premium, and the repayment thereof shall be deemed to be additional rent and payable as such on the next succeeding monthly rental payment date. Lessor shall carry fire, extended coverage and special extended coverage (or its equivalent) insurance of 100% of current replacement cost of the building structure, excluding tenant's improvements and betterments, fixtures and equipment. Lessor will determine the deductibles on all coverage. Also, if this location is designated as flood plain area by the U.S. Army Corps of Engineers, Lessor will purchase flood plain insurance as necessary. Lessee will reimburse Lessor for its pro rata share of all insurance premiums as additional rent. Lessee will also reimburse Lessor for its pro rata share of the deductible in the event of loss. This share is hereby agreed to be 100%. Lessee agrees that it shall not make any claim against or seek to recover from Lessor any loss or damage to its property or to the

property of others resulting from hazards to its property or the property of others. In the event Lessee obtains insurance covering the personal property, fixtures, and equipment located on the premises, Lessee shall obtain a waiver of subrogated right from the insurance company and in favor of Lessor. It is expressly agreed and understood that Lessor is not providing any insurance coverage for loss of income which may arise from the disruption of Lessee's business from any cause or any reason whatsoever. Any such insurance coverage shall be the responsibility of Lessee.

13. Destruction of Leased Premises.

(a) In case the premises shall be partially or totally destroyed by fire or other casualty insurable under full standard extended risk insurance so as to become partially or totally untenable, the same shall be repaired or rebuilt as speedily as possible at the expense of Lessor, unless Lessor shall elect not to repair or rebuild as provided in Paragraph (b), and, should there be a substantial interference with Lessee's business, a just and proportionate part of the fixed rent shall be abated until the premises are repaired or rebuilt.

(b) If (i) more than ten percent (10%) of the building in which the premises are located shall be destroyed or so damaged by fire or other casualty insurable under full standard extended risk insurance as to become wholly untenable, or (ii) the premises shall be partially or totally destroyed by a cause of casualty other than those covered by fire and extended coverage risk insurance, then, in either event, Lessor may, if it

so elects, rebuild or put said building in good condition and fit for occupancy within a reasonable time after such destruction or damage, or it may give notice terminating this lease as of a date not later than thirty (30) days after any such damages or destruction. If Lessor elects to repair or rebuild the building, it shall, within thirty (30) days after such damage or destruction, give Lessee notice of its intention to repair or rebuild and then shall proceed with reasonable speed to make the repairs or to rebuild. Unless Lessor elects to terminate this lease, this lease shall remain in full force and effect and the parties waive the provisions of any law to the contrary.

(c) If Lessor elects not to repair or rebuild under the conditions of Paragraph (b), Lessor shall indemnify lessee from the unamortized cost of Lessee's trade fixtures by paying to Lessee a sum of money that shall be determined by either: (i) the depreciated amount at which such fixtures are carried on Lessee's books, or (ii) the depreciated amount as determined by multiplying the original capitalized cost by a fraction, the numerator of which shall be the number of years of the lease term that shall not have expired at the time of such damage and the denominator of which shall be the number of years of the lease term that shall not have expired at the time Lessee made the expenditures for such trade fixtures, whichever sum is the lesser, provided, however, that from such sum of indemnity shall be deducted an amount equal to that which Lessee shall have received, or that shall be receivable from any insurance on the fixtures, whether or not Lessee carries such insurance.

14. Eminent Domain. In the event that possession of the whole of the leased premises shall be taken under the power of eminent domain or proceedings in lieu thereof, this lease shall thereupon terminate as of the date possession shall be so taken.

In the event that possession of a portion of the floor area of the leased premises shall be taken under the power of eminent domain or proceedings in lieu thereof, and the portion not so taken will not be reasonably adequate for the operation of Lessee's business notwithstanding Lessor's performance of restoration as hereinafter provided, this lease shall thereupon terminate as of the date possession of said portion is taken. In the event of any taking under the power of eminent domain which does not terminate this lease as aforesaid, any obligation of Lessee under this lease to pay rent based on a percentage of the gross sales of Lessee's business and all of the other provisions of this lease shall remain in full force and effect, except that the minimum rent and charges based on floor area of the leased premises taken bears to the total floor area of the leased premises immediately prior to such taking, and Lessor, at Lessor's own cost and expense, shall restore such part of the leased premises as is not taken to as near its former condition as the circumstances will permit and Lessee shall do likewise with respect to all exterior signs, trade fixtures, equipment, furniture, furnishings and other installations of Lessee.

All damages awarded for any such taking under the power of eminent domain or proceedings in lieu thereof, whether for the

whole or a part of the demised premises, shall belong to and be the property of Lessor, whether such damages shall be awarded as compensation for diminution in value of the leasehold or for the fee of the leased premises; provided, however, that Lessor shall not be entitled to any award made to Lessee for loss of or damage to Lessee's trade fixtures and removable personal property, leasehold improvements or any damage to its business.

If this lease is terminated as provided in this paragraph, all rent shall be paid up to the date that possession is taken by public authority, and Lessor shall make an equitable refund of any rent paid by Lessee in advance and not yet earned.

15. Restrictions on Assignment. Lessee shall not sell, assign, mortgage, pledge or in any manner transfer this lease, or any interest therein, and shall not sublet the leased premises, or any part thereof, without the prior written consent of Lessor in each instance; provided, however, that Lessor shall not unreasonably withhold such consent. Consent by Lessor to one assignment of this lease or to one subletting of the leased premises shall not be a waiver of Lessor's rights under this paragraph as to any subsequent assignment, subletting or other transfer. Lessor's rights to assign this lease are and shall remain unqualified. Action by lessee or by operation of law contrary to the provisions of this paragraph shall give Lessor the right to terminate this lease at any time after such action by giving Lessee three (3) days' prior written notice of such termination.

16. Landlord's Lien. Lessor shall have a first lien paramount to all others on every right and interest of Lessee in and to this lease agreement and on any furnishings, equipment, fixtures or other personal property of any kind belonging to Lessee, or the equity of Lessee therein, on the leased premises. Such lien is granted for the purpose of securing the payment of rents, taxes, assessments, charges, liens, penalties and damages herein covenanted to be paid by Lessee, and for the purpose of securing the performance of all of Lessee's obligations under this lease agreement. Such lien shall be in addition to all rights of Lessor given under statutes of this state, which are now or shall hereinafter be in effect.

17. Subordination. The parties hereto undertake and agree that this lease shall be deemed to be subordinate to the lien of any bona fide mortgage or deed of trust at any time now existing or hereafter placed by Lessor or its successors upon the property, or any part thereof. Lessee undertakes and agrees that should the mortgagee under any bona fide first mortgage or the beneficiary under any bona fide first deed of trust at any time placed upon the property, or part thereof, require the subordination of this lease to the lien thereof, Lessee agrees upon the written demand of such mortgagee or beneficiary, countersigned by Lessor, to execute such instruments as in the opinion of the mortgagee or beneficiary are necessary to evidence legally and by public record the subordination of the rights and interest of Lessee under this lease agreement to the lien of any such mortgage or deed of trust.

18. Advertising. During the final six (6) months of the term, Lessor may place signs on the leased premises advertising them for sale or lease.

19. Waiver. No waiver of any default of Lessee or Lessor hereunder shall be implied from any omission by the other party to take any action on account of such default and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers of any covenant, term or condition of this lease agreement by either party shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition. The consent or approval by lessor to or of any act by lessee requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent or approval to or of any subsequent similar act by Lessee.

20. Attorney's Fees. In any action by Lessor to collect any rental hereunder, or to recover damages for breach hereof, or to terminate this lease agreement by reason of the failure of Lessee to perform any of the terms herein contained, or in an action or suit to recover possession of the leased premises, or in any suit, action or other proceeding for a construction of this lease agreement, or for a determination of rights hereunder, or any suit or action instituted by lessee against Lessor for any reason connected with this lease agreement, the prevailing party in said action, suit or other proceeding, or appeal therefrom, shall be entitled to a reasonable attorney's fee, which amount

shall be fixed by the judge of the court before which the matter is heard, and upon appeal by the appellate court.

21. Notice. Any notice required or permitted to be given under this lease agreement shall be deemed given when actually delivered or when deposited in the U.S. mail as certified or registered mail, return receipt requested, addressed as follows:

TO LESSOR: Kenneth J. Denfeld
 3052 N.W. Bauer Woods Drive
 Portland, Oregon 97229

TO LESSEE: Pacific Pizza Co.
 3811 S.W. Hall Boulevard
 Beaverton, Oregon 97005

Any party may, by like notice, at any time and from time to time, designate a different address to which notice shall be sent.

22. Binding Effect. The terms, covenants and conditions hereof shall inure to the benefit of and be binding upon the heirs, successors, assigns and personal representative of the parties hereto.

23. Severability. Should any portion of this lease be declared invalid and unenforceable, such portion shall be deemed to be severable from this lease and shall not affect the remainder thereof.

24. Totality. It is expressly understood that this lease contains all terms, covenants, conditions and agreements between the parties hereto relating to the subject matter of this lease, and that no prior agreements or understandings, either oral or written pertaining to the same, shall be valid or of any force or

27. Surrender at Expiration.

(a) Condition of Premises. Upon expiration of the lease term or earlier termination on account of default, Lessee shall deliver all keys to Lessor and surrender the leased premises in first-class condition and broom clean.

(b) Holdover..

(i) If Lessee does not vacate the leased premises at the time required, Lessor shall have the option to treat Lessee as a tenant from month to month, subject to all of the provisions of this lease except the provision for the term of the lease. Failure of Lessee to remove fixtures, furniture, furnishings or trade fixtures which Lessee is required to remove under this lease shall constitute a failure to vacate to which this Subparagraph (b) shall apply if the property not removed will substantially interfere with occupancy of the premises by another tenant or with occupancy by Lessor for any purpose including preparation for a new tenant.

(ii) If a month-to-month tenancy results from a holdover by Lessee under this Subparagraph (b), the tenancy shall be terminable at the end of any monthly rental period on written notice from Lessor given not less than ten (10) days prior to the termination date which shall be specified in the notice. Lessee waives any notice which would otherwise be provided by law with respect to a month-to-month tenancy.

IN WITNESS WHEREOF, Lessor and Lessee have executed this lease in duplicate the day and year first written above, any

corporate signature being the authority of the Board of Directors.

LESSOR: Kenneth J. Denfeld

LESSEE: PACIFIC PIZZA CO.


By: 
Kenneth J. Denfeld

By: 
Kenneth J. Denfeld,
President of Pacific
Pizza Co.

STATE OF OREGON)
) ss.
County of Multnomah)

On this 9th day of April, 1991, before me, the undersigned, a Notary Public in and for said County, personally came Kenneth J. Denfeld, President of Pacific Pizza Co., to me personally known to be the President and the identical person whose name is affixed to the foregoing Lease Agreement, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of the said corporation.


WITNESS my hand and Notarial Seal the day and year last above written.


Notary Public for Oregon
My Commission Expires: 9-20-92

STATE OF OREGON)
) ss.
County of Multnomah)

On this 9th day of April, 1991, before me, the undersigned, a Notary Public in and for said County, personally came Kenneth J. Denfeld, to me personally known to be the identical person whose name is affixed to the foregoing Lease Agreement and acknowledged the execution thereof to be his voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.


Notary Public for Oregon
My Commission Expires: 9-20-92

ADDENDUM TO LEASE AGREEMENT

THIS ADDENDUM entered into effective the 5th day of April, 1996, by and between KENNETH J. DENFELD ("Lessor") and PACIFIC PIZZA CO., an Oregon corporation ("Lessee").

RECITALS:

A. Pursuant to the terms of that certain Lease Agreement by and between the parties dated April 19, 1991 (the "Lease"), Lessee presently leases from Lessor the building located at 7920 South 84th Street, La Vista, Sarpy County, Nebraska 68128 (the "Premises").

B. The term of the Lease was for five (5) years and shall expire on April 30, 1996.

C. The parties desire to enter into this Addendum for the purpose of extending the Lease for an additional five (5) year term.

NOW, THEREFORE, the parties agree as follows:

AGREEMENT:

1. Paragraph 2 of the Lease shall be amended as follows:

"2. Term. The term of the Lease shall be for five (5) years beginning May 1, 1996 and continuing through April 30, 2001."

2. Paragraph 3(a) of the Lease shall be amended as follows:

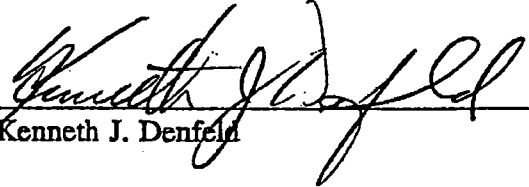
"(a) Minimum Rent. A minimum fixed rental in the sum of SIX THOUSAND FOUR HUNDRED EIGHTY-TWO DOLLARS (\$6,482.00) per month. Each monthly installment shall be payable in advance on or before the first day of every calendar month during the term of this Lease or any extension thereof without demand therefor. Whenever the term "minimum fixed rental" is used in this Lease, it shall be construed to mean said sum of SIX THOUSAND FOUR HUNDRED EIGHTY-TWO DOLLARS (\$6,482.00) per month payable as aforesaid.

Minimum rent shall be increased TWO HUNDRED DOLLARS (\$200.00) each year for the second, third, fourth and fifth year of the Lease. For example, rent on May 1, 1997 shall be increased two hundred dollars to SIX THOUSAND SIX HUNDRED EIGHTY-TWO DOLLARS (\$6,682.00) per month and rent on May 1, 1998 shall be increased to SIX THOUSAND EIGHT HUNDRED EIGHTY-TWO DOLLARS (\$6,882.00) per month and so on thereafter."

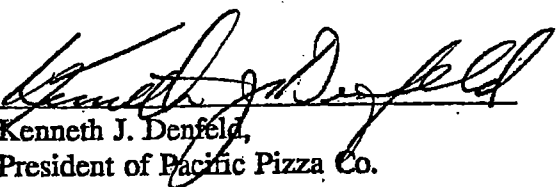
3. All other terms and conditions contained in the Lease and not modified or amended herein shall remain in full force and effect as if fully set forth and incorporated herein.

IN WITNESS WHEREOF, the parties have entered into this Addendum effective the day and year first written above.

LESSOR:

By: 
Kenneth J. Denfeld

LESSEE: PACIFIC PAN PIZZA CO.

By: 
Kenneth J. Denfeld,
President of Pacific Pizza Co.

LaVista Inventory Report

Period: 1 Week: 1

RECEIVED

Group	Description	Beg. Inv	Purchases	Total Avil	End #	\$ End Inv	Usage	\$/Unit	Unit/pk	PkCst
NEBRASKA LIQUOR										
CONTAINER COMMISSION										
Beer	Bud Light Bottle	\$2.32	\$37.10	\$39.42	42	\$32.46	\$6.96	\$0.92	24	18.55
	Bud Select	\$22.96	\$0.00	\$22.96	20	\$18.37	\$4.59	\$0.92	20	18.37
	Budweiser Bottle	\$11.02	\$18.55	\$29.57	21	\$16.23	\$13.34	\$0.77	24	18.55
	Coors Light	\$25.51	\$0.00	\$25.51	22	\$17.00	\$8.50	\$0.77	24	18.55
Total Beer		\$61.81	\$55.65	\$117.46		\$84.07	\$33.39			
bev	2L Coke	\$28.35	\$28.35	\$56.70	15	\$17.72	\$38.98	\$1.18	8	\$9.45
	2L Diet	\$38.98	\$18.90	\$57.88	33	\$38.98	\$18.90	\$1.18	8	\$9.45
	2L Root Beer	\$25.99	\$18.90	\$44.89	21	\$24.81	\$20.08	\$1.18	8	\$9.45
	2L Sprite	\$40.16	\$18.90	\$59.06	34	\$40.16	\$18.90	\$1.18	8	\$9.45
	Cherry Coke	\$81.92	\$0.00	\$81.92	7	\$71.68	\$10.24	\$10.24	5	51.20
	CO2	\$34.32	\$0.00	\$34.32	1	\$34.32	\$0.00	\$34.32	1	34.32
	Coke	\$133.12	\$51.20	\$184.32	13	\$133.12	\$51.20	\$10.24	5	51.20
	Diet Coke	\$71.68	\$51.20	\$122.88	9	\$92.16	\$30.72	\$10.24	5	51.20
	Fruit Punch	\$53.30	\$26.65	\$79.95	4.5	\$47.97	\$31.98	\$10.66	2.5	26.65
	LIPTON	\$126.78	\$0.00	\$126.78	3	\$126.78	\$0.00	\$42.26	1	42.26
	Pibb	\$122.88	\$51.20	\$174.08	13	\$133.12	\$40.96	\$10.24	5	51.20
	Raseberry Tea	\$25.10	\$26.65	\$51.75	7	\$74.62	(\$22.87)	\$10.66	2.5	26.65
	Root Beer	\$92.16	\$0.00	\$92.16	9	\$92.16	\$0.00	\$10.24	5	51.20
	Sprite	\$51.20	\$0.00	\$51.20	4	\$40.96	\$10.24	\$10.24	5	51.20
	Sugar Pkts	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	\$7.46	1	\$7.46
	Sweet & Low	\$33.22	\$0.00	\$33.22	1.5	\$33.22	\$0.00	\$22.15	1	22.15
	Tea	\$47.97	\$26.65	\$74.62	6	\$63.96	\$10.66	\$10.66	2.5	26.65
	vault	\$63.96	\$0.00	\$63.96	4.5	\$47.97	\$15.99	\$10.66	2.5	26.65
Total bev		\$1,071.10	\$318.60	\$1,389.70		\$1,113.71	\$275.98			
Cheese	Cheddar	\$118.80	\$180.02	\$298.82	27	\$55.08	\$243.74	\$2.04	1	\$2.04
	Italian Style	\$33.16	\$0.00	\$33.16	6	\$18.09	\$15.07	\$3.01	20	60.30
	Mozzarella	\$753.81	1,557.90	\$2,311.71	238.6	\$470.06	1,841.65	\$1.97	1	\$1.97
	Parm. Packets	\$66.80	\$33.40	\$100.20	6	\$50.10	\$50.10	\$8.35	1	\$8.35

STATE OF

NEBRASKA

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DEC 15 2008

NEBRASKA LIQUOR
CONTROL COMMISSION

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

Department of State
Lincoln, Nebraska



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

the attached is a true and correct copy of the Certificate of Authority
to transact business in the State of Nebraska for

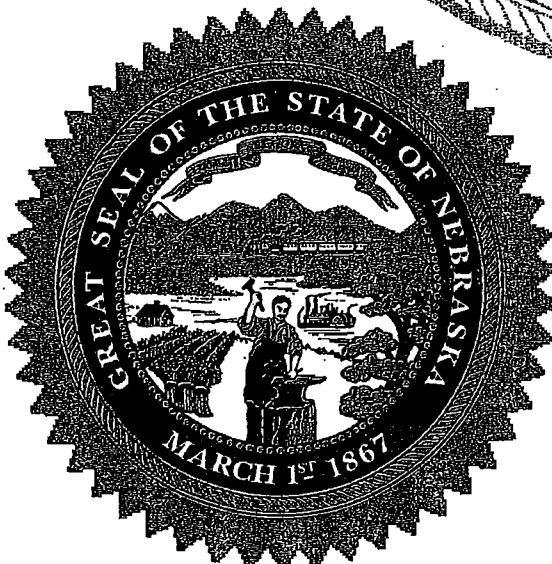
LAVISTA PIZZA, LLC

a Oregon limited liability company, as filed in this office on
November 10, 2008.

I further certify that said limited liability company is hereby
authorized to transact business in the State of Nebraska.

In Testimony Whereof, I have hereunto set my hand and
affixed the Great Seal of the State
of Nebraska on November 10, 2008.

John A. Gale
SECRETARY OF STATE

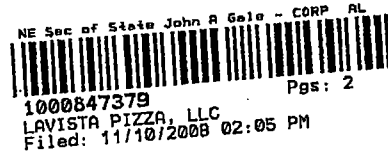


This certificate is not to be construed as an endorsement,
recommendation, or notice of approval of the entity's
financial condition or business activities and practices.

APPLICATION FOR CERTIFICATE
OF AUTHORITY
LIMITED LIABILITY COMPANY
(FOREIGN)

Submit in Duplicate

John A. Gale, Secretary of State
Room 1301 State Capitol, P.O. Box 94608
Lincoln, NE 68509
(402) 471-4079
<http://www.sos.state.ne.us>



An original certificate of good standing from the appropriate authority in the jurisdiction or state under whose laws the limited liability company was organized must be filed with this document.

NOTE: A certified copy of the company's articles of organization may not be filed in lieu of a certificate of good standing.

Name of Limited Liability Company La Vista Pizza LLC

Address of Principal Business office:

1905 NW 169th Place #201 Beaverton OR 97006
Street Address City State Zip

Organized under the laws of the State of Oregon

Date of Organization Oct. 30th, 2008

Nature of the Business or purposes to be conducted or promoted in this state:

Pizza Restaurant

Name and address of registered agent in Nebraska:

Registered Agent Name: Mike Ching

Address: 7920 So. 84th St La Vista NE 68128
Street Address City Zip

Kenneth J. Degefeld, Pres
Signature of Member

Pacific Pizza Co.
Printed name of Member

FILING FEE: \$120.00

Revised 12/19/2000

Neb. Rev. Stat. 21-2638

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

JORDAN SCHRADER
P.O. BOX 230669
PORTLAND, OR 97281

11-17-08
FOR YOUR INFORMATION
JORDAN SCHRADER RAMIS

November 10, 2008

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 Limited	LAVISTA PIZZA, LLC	100.00
Per Page Charge	LAVISTA PIZZA, LLC	10.00
Certificate	LAVISTA PIZZA, LLC	10.00
	Total Fees Received	\$120.00

David Boyce
Filing Officer

CERTIFICATE

State of Oregon

OFFICE OF THE SECRETARY OF STATE
Corporation Division

I, *BILL BRADBURY*, Secretary of State of Oregon, and Custodian of the Seal of said State, do hereby certify:

LAVISTA PIZZA, LLC

was

organized

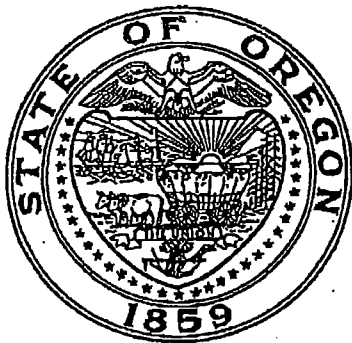
under the Oregon

Limited Liability Company Act

on

October 30, 2008

and is active on the records of the Corporation Division as of
the date of this certificate.



*In Testimony Whereof, I have hereunto set
my hand and affixed hereto the Seal of the
State of Oregon.*

BILL BRADBURY, Secretary of State

By

Debra L. Virag

Debra L. Virag

November 4, 2008

RECEIVED

DEC 15 2008

NEBRASKA LIQUOR
CONTROL COMMISSION

CERTIFICATE

State of Oregon

OFFICE OF THE SECRETARY OF STATE
Corporation Division

I, **BILL BRADBURY**, Secretary of State of Oregon, and Custodian of the Seal of said State, do hereby certify:

PACIFIC PIZZA COMPANY

was

incorporated

under the Oregon

Business Corporation Act

on

December 15, 1987

and is active on the records of the Corporation Division as of the date of this certificate.



In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

BILL BRADBURY, Secretary of State

By Debra L. Virag

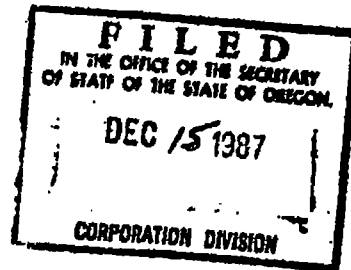
Debra L. Virag

November 26, 2008

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ARTICLES OF INCORPORATION
OF
PACIFIC PIZZA COMPANY



The undersigned natural person of the age of eighteen (18) years or more, acting as incorporator under the Oregon Business Corporation Act, adopts the following Articles of Incorporation:

ARTICLE I

NAME

The name of the corporation is PACIFIC PIZZA COMPANY.

ARTICLE II

SHARES

1. Common Stock. The corporation has authority not limited by any preemptive or other rights of its shareholders to issue an aggregate of One Hundred Thousand shares of common capital stock of the par value of One Dollar each subject to any or all conditions and other terms with respect to the transfer thereof and other rights therein of its shareholders as set out in its Bylaws at the time of its acquisition by its shareholders or as from time to time thereafter adopted by the unanimous agreement of its shareholders.

2. Preferred Stock. The corporation has authority not limited by any preemptive or other rights of any of its shareholders to issue an aggregate of Ten Thousand shares of preferred stock of the par value of Ten Dollars each subject to any or all conditions and other terms with respect to the transfer thereof and other rights therein of its shareholders as set forth in these Articles at the time of its acquisition by its shareholders or as from time to time thereafter adopted by the unanimous agreement of its shareholders.

The holders of preferred shares shall be entitled to receive, and the corporation shall be bound to pay thereon, cumulative dividends at the rate of eight per cent

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(8¢) per share per annum payable annually. No dividends shall be declared or paid on the common shares until all dividends on the preferred shares shall be paid or accumulated and set aside for each then previous year that said preferred shares have been outstanding. In case of any dissolution, liquidation or winding up of the corporation, before any amount shall be paid to the holders of the common shares, any surplus assets, after payment of debts, shall be paid to the preferred shareholders in amounts equal to the par value of preferred shares owned plus dividends accumulated and unpaid thereon. Preferred shareholders shall not participate in any further distribution of the surplus assets of the corporation. The holder of preferred shares shall have no vote at shareholders' meetings, and, therefore, to the extent that law permits, there shall be no necessity of giving notice of meetings of shareholders to the holders of preferred shares.

ARTICLE III

REGISTERED AGENT AND ADDRESS

The address of the initial registered office of this corporation is 1200 S.W. Main Building, Portland, Oregon 97205, and the name of its initial Registered Agent at such address is Robert F. Blackmore.

ARTICLE IV

ADDRESS FOR NOTICES

The mailing address for which the Corporation Division may send notices is:

1200 S.W. Main Building
Portland, Oregon, 97205

ARTICLE V

INITIAL DIRECTORS

The initial directors of the corporation shall be:

KENNETH DENFELD
DONALD DENFELD

ARTICLE VI

INCORPORATOR

The name and address of the incorporator is:

GARY L. KELLEY
1200 S.W. Main Building
Portland, Oregon 97205

I, the undersigned incorporator, declare under penalties of perjury that I have examined the foregoing, and to the best of my knowledge and belief, it is true, correct and complete.

DATED this 11th day of December, 1987.

Gary L. Kelley
GARY L. KELLEY

Person to contact about this filing:

Gary L. Kelley
GILBERTSON, BROWNSTEIN, RASK,
SWEENEY, KERR & GRIM
1200 S.W. Main Building
Portland, Oregon 97205
Telephone: 221-1772

