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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA RECOMMENDING TO THE NEBRASKA LIQUOR CONTROL COMMISSION, APPROVAL OF THE CLASS I LIQUOR LICENSE APPLICATION FOR VIETNAMESE ASIAN RESTAURANT, INC. DBA VIETNAMESE RESTAURANT, 8013 S 83RD AVENUE, LA VISTA, SARPY COUNTY, NEBRASKA.

WHEREAS, Vietnamese Asian Restaurant, Inc. dba Vietnamese Restaurant, 8013 S 83rd Avenue, La Vista, Sarpy County, Nebraska, has applied to the Nebraska Liquor Control Commission for a Class I Liquor License, and

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, hereby recommend to the Nebraska Liquor Control Commission approval of the Class I Liquor License application submitted by Vietnamese Asian Restaurant, Inc. dba Vietnamese Restaurant, 8013 S 83rd Avenue La Vista, Sarpy County, Nebraska.

PASSED AND APPROVED THIS 7TH DAY OF DECEMBER 2010.

CITY OF LA VISTA

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

ATTEST:

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

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**LA VISTA POLICE DEPARTMENT INTEROFFICE MEMORANDUM**

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**TO:** PAM BUETHE, CITY CLERK  
**FROM:** BOB LAUSTEN, POLICE CHIEF  
**SUBJECT:** LOCAL BACKGROUND- LIQUOR LICENSE- MANAGER  
VIETNAMESE ASIAN RESTAURANT, INC.  
**DATE:** 11/22/2010  
**CC:**

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The police department conducted a check of computerized records on the applicant, Evie Huynh, for criminal conduct in Nebraska in reference to the Manager application.

Huynh was cited for speeding in August 2000.

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**LA VISTA POLICE DEPARTMENT INTEROFFICE MEMORANDUM**

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**TO:** PAM BUETHE, CITY CLERK  
**FROM:** BOB LAUSTEN, POLICE CHIEF  
**SUBJECT:** LOCAL BACKGROUND- LIQUOR LICENSE- VIETNAMESE ASIAN RESTAURANT, INC.  
**DATE:** 11/22/2010  
**CC:**

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The police department conducted a check of computerized records on the applicant, Sanh T. Pham for criminal conduct in Nebraska and Sarpy County in reference to the Liquor License application. The applicant has no traffic entries.

CITY OF LA VISTA  
NOTICE OF PUBLIC HEARING  
RETAIL CLASS I LIQUOR LICENSE

NOTICE IS HEREBY GIVEN, that the La Vista City Council will hold a public hearing at its regularly scheduled meeting on December 7, 2010 at 7 p.m., at La Vista City Hall, 8116 Park View Blvd., for the purpose of considering a recommendation on the Retail Class I Liquor License application sought by Vietnamese Asian Restaurant, Inc. dba Vietnamese Restaurant, 8013 S 83<sup>rd</sup> Ave, La Vista, Sarpy County, Nebraska 68128.

All persons desiring to give evidence before the local governing body in support of or protest against the issuance of such license may do so at the time of the hearing.

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



November 19, 2010

Vietnamese Restaurant  
Attn: Evie Huynh  
8013 S 83<sup>rd</sup> Avenue  
La Vista NE 68128

RE: Class I Liquor License Application for Vietnamese Asian Restaurant, Inc  
dba Vietnamese Restaurant

Dear Ms. Huynh:

This letter is to inform you that the City of La Vista has received the application for a Class I Liquor License for Vietnamese Asian Restaurant, Inc dba Vietnamese Restaurant, 8013 S 83<sup>rd</sup> Avenue, La Vista, Sarpy County, Nebraska 68128.

Please note that the La Vista City Council will hold a public hearing on this application at their regularly scheduled meeting on December 7, 2010. The meeting will be called to order at 7:00 p.m. and will be held at La Vista City Hall, 8116 Park View Blvd, La Vista, Nebraska. We ask that a representative from the company or the company's legal counsel be present at the aforementioned public hearing to answer any questions that the Mayor or members of the City Council may have concerning the application.

If you have any questions please feel free to contact me.

Sincerely,

Pamela A. Bueth, CMC  
City Clerk

City Hall  
8116 Park View Blvd.  
La Vista, NE 68128-2198  
p: 402-331-4343  
f: 402-331-4375

Community Development  
8116 Park View Blvd.  
p: 402-331-4343  
f: 402-331-4375

Fire  
8110 Park View Blvd.  
p: 402-331-4748  
f: 402-331-0410

Golf Course  
8305 Park View Blvd.  
p: 402-339-9147

Library  
9110 Giles Rd.  
p: 402-537-3900  
f: 402-537-3902

Police  
7701 South 96th St.  
p: 402-331-1582  
f: 402-331-7210

Public Works  
9900 Portal Rd.  
p: 402-331-8927  
f: 402-331-1051

Recreation  
8116 Park View Blvd.  
p: 402-331-3455  
f: 402-331-0299

RECOMMENDATION OF THE NEBRASKA LIQUOR CONTROL COMMISSION

Date Mailed from Commission Office: November 8, 2010

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

Nebraska, hereby report to the Nebraska Liquor Control Commission in accordance with Revised Statutes of Nebraska, Chapter 53, Sec. 134 (7) (reissue 1984) the recommendation of said city, village or county, as the case may be relative to the application for a license under the provisions of the Nebraska Liquor Control Act as applied for by:

Vietnamese Asian Restaurant, Inc DBA Vietnamese Restaurant  
8013 S 83<sup>rd</sup> Ave  
La Vista NE 68128  
Application for Class I - 91437  
45<sup>th</sup> day December 27, 2010

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

Check one.....Yes \_\_\_\_\_ No \_\_\_\_\_

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

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

Check one.....Yes \_\_\_\_\_ No \_\_\_\_\_

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

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

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

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

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

\_\_\_\_\_

7. Check one: The motion passed: \_\_\_\_\_ The motion failed \_\_\_\_\_

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

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

(Attached additional page if necessary)

SIGN HERE \_\_\_\_\_ DATE \_\_\_\_\_  
clerks signature

LS

# STATE OF NEBRASKA

Dave Heineman  
Governor

NEBRASKA LIQUOR CONTROL COMMISSION  
Hobert B Rupe – *Executive Director*  
301 Centennial Mall South, 5<sup>th</sup> Floor  
P.O. Box 95046  
Lincoln, NE 68509-5046  
Phone (402) 471-2571  
Fax (402) 471-2814  
TRS USER 800 833-7352 (TTY)  
Web address: <http://www.lcc.ne.gov/>

November 8, 2010

LA VISTA CITY CLERK  
8116 PARK VIEW BLVD  
LA VISTA NE 68128 2198

RE: Vietnamese Asian Restaurant, Inc DBA Vietnamese Restaurant; I - 91437

Clerk:

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

TWO KEY TIME FRAMES TO KEEP IN MIND ARE:

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

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

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

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

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

Sincerely,

NEBRASKA LIQUOR CONTROL COMMISSION



Lynn Shumake  
Licensing Division

Enclosures

Janice Wiebusch  
Commissioner

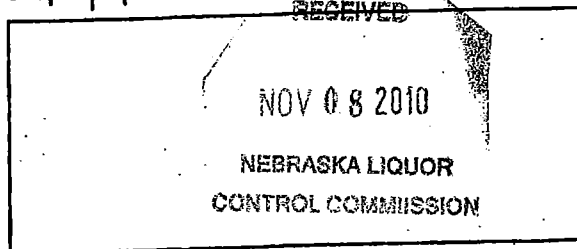
Bob Logsdon  
Chairman

Robert Batt  
Commissioner

Replacing 86144-

APPLICATION FOR LIQUOR LICENSE  
CHECKLIST - RETAIL

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



QA

Applicant Name Vietnamese Asian Restaurant, Inc

Trade Name Vietnamese Restaurant Previous Trade Name Vietnamese Asian Restaurant

E-Mail Address: I - 91437

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. LS

REQUIRED ATTACHMENTS

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

- OK ☒ 1. Fingerprint cards for each person (two cards per person) must be enclosed with a check payable to the Nebraska State Patrol for processing in the amount of \$38.00 per person. All areas must be completed on cards as per brochure. To prevent the delay in issuing your license, we strongly suggest you go to any Nebraska State Patrol office or law enforcement agency listed in the enclosed fingerprint brochure.
- C ☒ 2. Enclose application fee of \$400, checks made out to the Nebraska Liquor Control Commission.
- 13114 ☒ 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 the lease reads in the name of the individual(s), corporation or Limited Liability Company making application. Lease term must run through the license year being applied for.
- N/A 5. If building is owned or being purchased send a copy of the deed or purchase agreement in the name of the applicant.
- N/A 6. If buying the business of a current liquor license holder:  
a) Provide a copy of the purchase agreement from the seller (must read applicants name)  
b) Provide a copy of alcohol inventory being purchased (must include brand names and container size).  
c) Enclose a list of the assets being purchased (furniture, fixturt

CK 99003  
\$400-mm



1000022084



- N/A 7. If planning to operate on current liquor license; enclose Temporary Operating Permit (T.O.P.)(form 125).
- 7 N/A 8. Enclose a list of any inventory or property owned by other parties that are on the premise.
- AL      9. See enclosed Applicant Requirements brochure for; citizenship, residency and voter registration requirements.
- XC ✓ 10. Corporation or Limited Liability Company must enclose a copy of articles of incorporation; as filed with the Secretary of State's Office. This document must show barcode.
- N/A 11. Submit a copy of your business plan (if applicable).
- 12. Check with local governing bodies for any further requirements or restrictions.

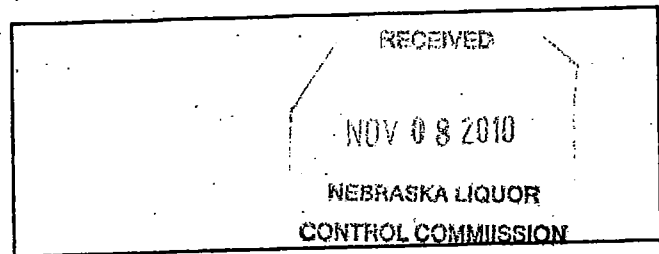
**I acknowledge that this application is not a guarantee that a liquor license will be issued to me, and that the average processing period is 60 days. Furthermore, I understand that all the information is truthful and I accept all responsibility for any false documents.**

  
\_\_\_\_\_  
**Signature**

11/3/10  
**Date**

**APPLICATION FOR LIQUOR LICENSE  
RETAIL**

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



**RETAIL LICENSE(S)**

Application Fee \$400

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

☐ Class K Catering license (requires catering application form 106)

\$100.00

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

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

**TYPED 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 (LLC) (requires form 3b & 3c)

**SIGNATURES**

Name C Jan Headley Phone number: 402.330.5757

Firm Name C Jan Headley

Trade Name (doing business as) Vietnamese Restaurant  
Street Address #1 8013 S 83rd Ave

Street Address #2 \_\_\_\_\_  
City La Vista County Sarpy 59 Zip Code 68128

Premise Telephone number Pending

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

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

Name \_\_\_\_\_

Street Address  
#1 \_\_\_\_\_

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

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

In the space provided or on an attachment draw the area to be licensed. This should include storage areas, basement, outdoor area, sales areas and areas where consumption or sales of alcohol will take place. If only a portion of the building is to be covered by the license, you must still include dimensions (length x width) of the licensed area as well as the dimensions of the entire building 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

Length 77 feet  
Width 23 feet

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

*See Enclosed Next Page*

Men Bathroom

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NEBRASKA LIQUOR  
CONTROL COMMISSION

Ladies Bathroom

Sink

Hood

Counter Top

77' 6 1/2"

~~77' 6 1/2"~~

← N

22' 10"

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

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

☒ YES ☐ NO

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

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (city & state)	Description of Charge	Disposition
Evie Huynh	2002 or 03	Missouri	Speeding Ticket	Fined
	1995-2000	Hawaii	" "	Fined
	(unsure of dates)			

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

☐ YES ☒ NO

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

a) Submit a copy of the sales agreement

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

c) Submit a list of the furniture, fixtures and equipment

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

☒ YES ☐ NO

If yes, give name and license number 84th St. Cafes License # unknown

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

☐ YES ☒ NO

If yes:

a) Attach temporary operating permit (form 125)

b) Attach statement(s) from all beer wholesalers (in your particular geographical area) and all liquor wholesalers indicating that the seller is not delinquent or have any debts owed to the wholesalers.

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

☐ YES ☒ NO

If yes, list the lender \_\_\_\_\_

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

☐

YES



NO

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

---

**No silent partners**

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



YES

☐

NO

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

table and stove hoods owned  
by Landlord

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

☐

YES



NO

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

---

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

☐

YES



NO

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

---

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

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

Bank of the West

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12. 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.

Vietnamese Asian Restaurant, Inc. 7212 Jones St Omaha Ne 68114  
License # 70817 Terminated August 2010 when Restaurant  
sold.

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

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

Applicant Name	Date Trained (mm/yyyy)	Name of program where trained (name, city)
Erre Huynh (Manager)	Approx 98/99	Hawaii Bartending School
	2005-2010	operating prior license Vietnamese Asian Restaurant

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

- ☐ Lease: expiration date Approx Oct 2015
- ☐ Deed
- ☐ Purchase Agreement

15. When do you intend to open for business? Nov 29, 2010

16. What will be the main nature of business? Vietnamese Restaurant

17. What are the anticipated hours of operation? 11 AM to 9 PM

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

APPLICANT: CITY & STATE	YEAR FROM TO	SPOUSE: CITY & STATE	YEAR FROM TO
Sanh		Erre	
Omaha Neb	2000 Present	Omaha	2005 Present
Honolulu Ha	1989 July 2000	Honolulu Ha	1989 2000
		Omaha Mo	2000 2002
		Kansas City MO	2002 2005

If necessary attach a separate sheet.

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.

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Signature of Spouse

NEBRASKA LIQUOR  
CONTROL COMMISSION

Signature of Spouse

Signature of Spouse

Signature of Spouse

Signature of Spouse

Ernie Huynh

County of Douglas

The foregoing instrument was acknowledged before me this Nov 3, 2010 by

Ernie Huynh

Notary Public signature

Signature of Applicant

Signature of Applicant

Signature of Applicant

Signature of Applicant

Sanh Pham

Signature of Applicant

Sanh Pham

State of Nebraska

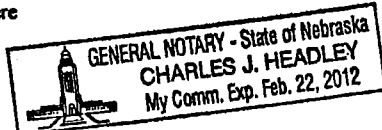
County of Douglas

The foregoing instrument was acknowledged before me this Nov 3, 2010 by

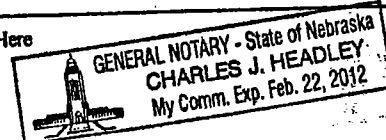
Sanh Pham

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.



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

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

Office Use

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NEBRASKA LIQUOR  
CONTROL COMMISSION

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

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

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

Name of Registered Agent: Mike K. Lazer

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

Vietnamese Asian Restaurant Inc

Corporation Address: 8013 S 83rd Ave

City: La Vista State: Ne Zip Code: 68128

Corporation Phone Number: 402.203.1535 Fax Number

Total Number of Corporation Shares Issued: 100

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

Last Name: Pham First Name: Sanh MI: Thi

Home Address: 16277 Jefferson St City: Omaha

State: Ne Zip Code: 68135 Home Phone Number: 402.614.4658

Sanh Pham

Signature of president

State of Nebraska

County of Douglas

The foregoing instrument was acknowledged before me this

November 3, 2010

date

by Sanh Pham

name of person acknowledged

Charles J. Headley

Notary Public signature

Affix Seal Here

GENERAL NOTARY - State of Nebraska  
CHARLES J. HEADLEY  
My Comm. Exp. Feb. 22, 2012

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

Last Name: Pham First Name: Sanh MI: T

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

Title: Pres & Secretary Number of Shares 50

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

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

---

Last Name: Huynh First Name: Evie MI: M

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

Title: Treasurer & VP Number of Shares 50

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

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

---

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

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

Title: \_\_\_\_\_ Number of Shares \_\_\_\_\_

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

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

---

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

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

Title: \_\_\_\_\_ Number of Shares \_\_\_\_\_

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

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

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Is the applying Corporation controlled by another Corporation?

☐ YES

☒ NO

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

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NEBRASKA LIQUOR  
CONTROL COMMISSION

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

Starting Date: January Ending Date: December

Is this a Non-Profit Corporation?

☐ YES

☒ NO

If yes, provide the Federal ID #.

## Page 1



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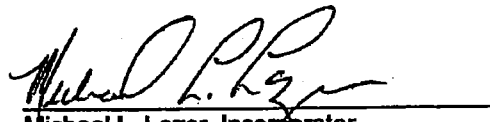
NOV 08 2010

NEBRASKA LIQUOR  
CONTROL COMMISSION**ARTICLES OF INCORPORATION  
OF  
VIETNAMESE ASIAN RESTAURANT, INC.**

I, the undersigned, a natural person of the age of twenty-one years or more, acting as incorporator of a corporation under the Nebraska Business Corporation Act, adopt the following Articles of Incorporation for such corporation.

1. **Name:** The name of the Corporation is Vietnamese Asian Restaurant, Inc.
2. **Duration:** The Corporation shall commence doing business on the date the Articles of Incorporation are filed with the Secretary of State's Office and its existence shall be perpetual.
3. **Purposes:** This Corporation is organized to engage in any business and do any and all acts and engage in any and all business ventures allowed by the laws of the State of Nebraska.
4. **Powers:** The Corporation shall have and exercise all powers and rights conferred upon corporations by the Nebraska Business Corporation Act and any enlargement of such powers conferred by subsequent legislative acts; and, in addition thereto, the corporation shall have and exercise all powers and rights, not otherwise denied corporations by the laws of the State of Nebraska, as are necessary, suitable, proper, convenient and expedient to the attainment of the purposes set forth in Article 3 above.
5. **Authorized Shares:** The capital stock of this Corporation shall be Ten Thousand and NO/100 (\$10,000.00) Dollars that shall be divided into Ten Thousand (10,000) shares of common stock with a par value of One Dollar (\$1.00) per share.
6. **Initial Registered Office and Initial Registered Agent:** The street address of the initial registered office of the corporation is 8712 West Dodge Rd., Suite 400, Omaha, Nebraska 68114, and the name of the initial registered agent at such address is Michael L. Lazer.
7. **Name and Address of Incorporator:** The name and address of the Incorporator is Michael L. Lazer, 8712 West Dodge Rd., Suite 400, Omaha, Nebraska 68114.

DATED: September 23, 2005

  
Michael L. Lazer, Incorporator

# Douglas County Election Commission

225 North 115th Street • Omaha, Nebraska 68154

DAVE PHIPPS, ELECTION COMMISSIONER



STATE OF NEBRASKA }  
COUNTY OF DOUGLAS } SS

I, DAVE PHIPPS, Election Commissioner of Douglas County, Nebraska, do certify that Sanh Thi Pham now residing at 16277 Jefferson, Omaha, Nebraska 68135 registered for voting in this office on October 19, 2010 stating under oath that she was born in Vietnam, and giving her birth date as 1/1/1954.

In testimony whereof, I have hereunto set my hand and caused to be affixed hereto, the seal of this office, in the City of Omaha, County of Douglas, State of Nebraska, this 19 day of October, 2010.

(Seal)

DAVE PHIPPS  
Election Commissioner of  
Douglas County, Nebraska

By Keith Williams

Deputy

**MANAGER APPLICATION  
INSERT - FORM 3c**

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

Office Use

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NOV 08 2010

NEBRASKA LIQUOR  
CONTROL COMMISSION

Corporate manager, including spouse, are required to adhere to the following requirements  
If spouse filed affidavit of non-participation fingerprints and proof of citizenship not required

- 1) Must be a citizen of the United States
- 2) Must be a Nebraska resident (Chapter 2 - 006)
- 3) Must provide a copy of birth certificate, naturalization paper or US passport
- 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/Limited Liability Corporation (LLC) information

Name of Corporation/LLC: Vietnamese Asian Restaurant, Inc.

Premise information

Premise License Number: N/A  
(if new application leave blank)

Premise Trade Name/DBA: Vietnamese Restaurant

Premise Street Address: 8013 S. 83rd Avenue

City: LaVista State: NE Zip Code: 68128

Premise Phone Number: \_\_\_\_\_

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: Huynh First Name: Evie MI: M

Home Address (include PO Box if applicable): 16277 Jefferson St.

City: Omaha State: Nebraska Zip Code: 68135

Home Phone Number: 402-614-4658 Business Phone Number: Pending

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

Date Of Birth: 2/2/76 Place Of Birth: Bentre Vietnam

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: N/A First Name: - - - MI: - - -

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

Date Of Birth: - - - Place Of Birth: - - -

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

APPLICANT			SPOUSE		
CITY & STATE		YEAR FROM TO	CITY & STATE		YEAR FROM TO
Omaha, Nebraska		2005 2010	N/A		
Kansas City, Missouri		2002 2005			
Omaha, Nebraska		2000 2002			
Honolulu, Hawaii		1989 2000			

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2005	2010	Vietnamese Asian Restaurant	Sanh Pham	402-614-4658
2002	2005	Commercial Federal Bank	Unknown	Unknown

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.

Evie Huynh - speeding tickets 2002 or 2003 in Missouri and 1995-1998 approximate - speeding ticket in Hawaii

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

Corporation had license # 70817.

Terminated August 2010 when business sold.

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

5. List the training and/or experience (when and where)

Date:	Where:
1996 to 97	Honolulu Ha. Bartending School
2005 to Present	Employed at Vietnamese Asian Restaurant familiar with sales.



**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.

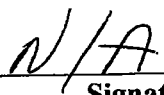
The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate, or fraudulent.

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NOV 08 2010

NEBRASKA LIQUOR  
CONTROL COMMISSION

  
Signature of Manager Applicant

  
Signature of Spouse

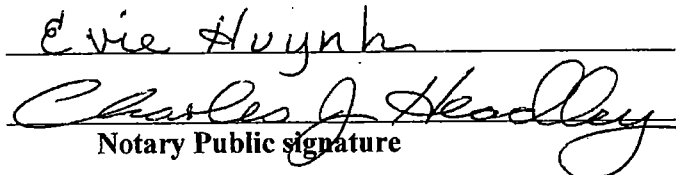
State of Nebraska

County of Douglas

County of \_\_\_\_\_

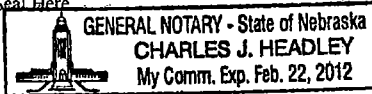
The foregoing instrument was acknowledged before me this November 3, 2010 by

The foregoing instrument was acknowledged before me this \_\_\_\_\_ by

  
Notary Public signature

\_\_\_\_\_  
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 9/2008

# Douglas County Election Commission

225 North 115th Street • Omaha, Nebraska 68154

DAVE PHIPPS, ELECTION COMMISSIONER



STATE OF NEBRASKA  
COUNTY OF DOUGLAS

} SS

RECEIVED

NOV 08 2010

NEBRASKA LIQUOR  
CONTROL COMMISSION

I, DAVE PHIPPS, Election Commissioner of Douglas County, Nebraska, do certify that Evie M. Huynh now residing at 16277 Jefferson St, Omaha, Nebraska 68135 registered for voting in this office on October 19, 2010 stating under oath that she was born in Vietnam, and giving her birth date as 2/2/1976.

In testimony whereof, I have hereunto set my hand and caused to be affixed hereto, the seal of this office, in the City of Omaha, County of Douglas, State of Nebraska, this 19 day of October, 2010.

(Seal)

DAVE PHIPPS  
Election Commissioner of  
Douglas County, Nebraska

By Steph M. Williams  
Deputy

# BUSINESS PROPERTY LEASE

NOV 08 2010

NEBRASKA LIQUOR

THIS LEASE is entered into this 19 day of October, 2010 between Brentwood Village Shopping Center LLC, Landlord, and Vietnamese Asian Restaurant, Inc., a Nebraska Corporation, Tenant.

1. **PREMISES.** Landlord leases to Tenant the building located at 8013 South 83<sup>rd</sup> Avenue, La Vista, Nebraska 68128 (the "Building") as shown on Exhibit "A" (the "Premises"), containing approximately 2,000 square feet on the following terms and conditions.

2. **TERM.** This Lease shall be for a term of 5 Years, 6 Months, 16 Days beginning on the 15<sup>th</sup> day of October, 2010, and ending on the 31st day of March, 2016, unless terminated earlier as provided in this Lease.

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

3. **USE OF PREMISES.** The Premises are leased to Tenant, and are to be used by Tenant, for the purposes of Vietnamese Restaurant and for no other purpose. Tenant agrees to use the Premises in such a manner as to not interfere with the rights of other tenants in the Building, to comply with all applicable governmental laws, ordinances, and regulations in connection with its use of the Premises, including without limitation all environmental laws, to keep the Premises in a clean and sanitary condition, and to use all reasonable precaution to prevent waste, damage, or injury to the Premises.

4. **RENT.**

(a) **Base Rent.** The total Base Rent under this Lease is Ninety Three Thousand Six Hundred Seventy-Two and 72/100 Dollars (\$93,672.72). Tenant agrees to pay rent to Landlord at Coldwell Banker Commercial World Group, 780 North 114<sup>th</sup> Street, Omaha, NE 68154, or at any other place Landlord may designate in writing, in lawful money of the United States, in monthly installments in advance, on the first day of each month, as follows:

For the period from October 15, 2010, to March 31, 2011, \$0.00 per month

For the period from April 1, 2011, to March 31, 2012, \$1500.00 per month/\$18000.00 per year

For the period from April 1, 2012, to March 31, 2013, \$1530.00 per month/\$18360.00 per year

For the period from April 1, 2013, to March 31, 2014, \$1560.06 per month/\$18727.20 per year

For the period from April 1, 2014, to March 31, 2015, \$1591.81 per month/\$19101.74 per year

For the period from April 1, 2015, to March 31, 2016, \$1623.65 per month/\$19483.78 per year

(b) **Operating Expenses.** In addition to the Base Rent, Tenant shall pay a pro rata share of operating expenses of the real estate of which the Premises are part, parking areas, and grounds ("Real Estate"). "Operating expenses" shall mean all costs of maintaining and operating the Real Estate, including but not limited to all taxes and special assessments levied upon the Real Estate, fixtures, and personal property used by Landlord at the Real Estate, all insurance costs, all costs of labor, material and supplies for maintenance, repair, replacement, and operation of the Real Estate, including but not limited to line painting, lighting, snow removal, landscaping, cleaning, depreciation of machinery and equipment used in such maintenance, repair and replacement, and management costs, including Real Estate superintendents. Operating Expenses shall not include property additions and capital improvements to the real estate, alterations made for specific tenants, depreciation of the Real Estate, debt service on long term debt or income taxes paid by Landlord.

"Tenant's pro rata share" shall mean the percentage determined by dividing the square feet of the Premises as shown in Paragraph 1, by 86,900 square feet.

Tenant's pro rata share of the Operating Expenses shall be determined on an annual basis for each calendar year ending on December 31 and shall be pro-rated for the number of months Tenant occupied the Premises if Tenant did not occupy the Premises the full year. Tenant shall pay Seven Hundred Sixty-Five and No/100 Dollars (\$765.00) per month, on the first of each month in advance with rent for Tenant's estimated pro rata share of the Operating Expenses. Landlord may change this amount at any time upon written notice to Tenant. At the end of each year, an analysis of the total year's Operating Expenses shall be presented to Tenant and Tenant shall pay the amount, if any, by which the Tenant's pro rata share of the Operating Expenses for the year exceeded the amount of the estimated Operating Expenses paid by Tenant. Said amount shall be paid by Tenant to Landlord within thirty (30) days after Tenant's receipt of the statement. In the event this Lease terminates at any time other than the last day of the year, the excess Operating Expenses shall be determined as of the date of termination. If Tenant's payments of estimated Operating Expenses exceed the amount due Landlord for that calendar year, Landlord shall, at its option, provided Tenant is not then in default under this Lease, apply the excess as a credit against Tenant's other obligations under this Lease or promptly refund such excess to Tenant if the term of this Lease has already expired, in either case without interest to Tenant. Payment of Operating Expenses to begin upon opening day of Business.

(c) **Computation of Rent Adjustment.** Rent adjustment will be calculated and billed on a monthly basis.

(d) **Payment of Rent.** Tenant agrees to pay the Base Rent by the first of each month, as and when due, together with all adjustments and all other amounts required to be paid by Tenant under this Lease. First month rent will be due April 1, 2011. In the event of nonpayment of any amounts due under this Lease, whether or not designated as rent, Landlord shall have all the rights and remedies provided in this Lease or by law for failure to pay rent.

(e) **Late Charge.** If the Tenant fails to pay the Base Rent together with the Tenant's share of the Operating Expenses and all other amounts required to be paid by Tenant under this Lease, on or before the fifth day after such payments are due, Tenant agrees to pay Landlord a late charge of \$100 (one-hundred dollars) per day, for every day that rent is due and owing after the fifth of the month.

(f) **Security Deposit.** As partial consideration for the execution of this Lease, the Tenant shall delivered to Landlord for Landlord's use and possession the sum of \$2,265.00 as a Security Deposit at lease execution. The Security Deposit will be returned to Tenant at the expiration of this Lease if Tenant has fully complied with all covenants and conditions of this Lease.

5. **SERVICES.** Landlord shall furnish real estate taxes, extended insurance coverage and common area maintenance (CAM) to be reimbursed by Tenant to the Premises during normal business hours, and at such other times as Landlord may deem necessary or desirable, in the manner customary to the Building. Landlord shall have the right to discontinue any service during any period for which rent is not promptly paid by Tenant. Landlord shall not be liable for

the interior of the Premises at its own expense. Prior to commencing any such work, Tenant shall first obtain the written consent of Landlord for the proposed work. Landlord may, as a condition to its consent, require that the work be done by Landlord's own employees and/or under Landlord's supervision, but at the expense of Tenant, and that Tenant give sufficient security that the Premises will be completed free and clear of liens and in a manner satisfactory to Landlord. Upon termination of this Lease, at Landlord's option, Tenant will repair and restore the Premises to its former condition, at Tenant's expense, or any such improvements, additions, or alterations installed or made by Tenant, except Tenant's trade fixtures, shall become part of the Premises and the property of the Landlord. Tenant may remove its trade fixtures at the termination of this Lease provided Tenant is not then in default and provided further that Tenant repairs any damage caused by such removal.

8. **REPAIRS.** Landlord agrees to make all necessary repairs to the exterior walls, exterior doors, windows, roof, heating and air conditioning, and corridors of the Building and to keep the Building in a clean, neat, and attractive condition. Landlord agrees to maintain the Building equipment and mechanical systems in good repair, but Landlord shall not be liable or responsible to Tenant for breakdowns or temporary interruptions in service.

Tenant agrees that it will make all repairs and replacements to the Premises not required to be made by Landlord, to do all redecorating, remodeling, alterations, and painting required by it during the term of the Lease at its own cost and expense, to pay for any repairs to the Premises or the Real Estate made necessary by any negligence or carelessness of Tenant or any of its agents or employees or persons permitted on the Building by Tenant, and to maintain the Premises in a safe, clean, neat, and sanitary condition. Tenant shall be entitled to no compensation for inconvenience, injury, or loss of business arising from the making of any repairs by Landlord, Tenant, or other tenants to the Premises or the Building. In the event plumbing is or has been installed in the Premises, Tenant is responsible for the repair and maintenance of the plumbing system to the point where Tenant's system connects with Landlord's system. At the sole discretion of Landlord, Tenant may be required to install a meter to measure such water consumption.

9. **CONDITION OF PREMISES.** Except as provided herein, Tenant agrees that no promises, representations, statements, or warranties have been made on behalf of Landlord to Tenant respecting the condition of the Premises, or the manner of operating the Building, or the making of any repairs to the Premises. By taking possession of the Premises, Tenant acknowledges that the Premises were in good and satisfactory condition when possession was taken. Tenant shall, at the termination of this Lease, by lapse of time or otherwise, remove all of Tenant's property and surrender the Premises to Landlord in as good condition as when Tenant took possession, normal wear excepted. Landlord agrees to warrant the HVAC system for a period of 6 months from lease execution. Tenant shall be responsible for all repairs and or replacement of HVAC system after Landlord's 6 month warranty period.

10. **PERSONAL PROPERTY AT RISK OF TENANT.** All personal property in the Premises shall be at the risk of Tenant only. Landlord shall not be liable for any damage to any property of Tenant or its agents or employees in the Premises caused by any reason whatsoever, including, without limitation, fire, theft, steam, electricity, sewage, gas or odors, or from water, rain, or snow which may leak into, issue or flow into the Premises from any part of the Building, or from any other place, or for any damage done to Tenant's property in moving same to or from the Building or the Premises. Tenant shall give Landlord, or its agents, prompt written notice of any damage to or defects in water pipes, gas or warming or cooling apparatus in the Premises. Tenant is responsible for maintaining insurance on tenant's contents of building and proof of coverage will be supplied to the Landlord.

11. **LANDLORD'S RESERVED RIGHTS.** Without notice to Tenant, without liability to Tenant for damage or injury to property, person, or business, and without effecting an eviction of Tenant or a disturbance of Tenant's use or possession or giving rise to any claim for set off or abatement of rent, Landlord shall have the right to:

- (a) Change the name or street address of the Building.
- (b) Install and maintain signs on the Building until vacated 100% by Landlord.
- (c) Have access to all mail chutes according to the rules of the United States Post Office Department.
- (d) At reasonable times, to decorate, and to make, at its own expense, repairs, alterations, additions, and improvements, structural or otherwise, in or to the Premises, the Building, or part thereof, and any adjacent building, land, street, or alley, and during such operations to take into and through the Premises or any part of the Building all materials required, and to temporarily close or suspend operation of entrances, doors, corridors, elevators, or other facilities to do so.
- (e) Possess passkeys to the Premises.
- (f) Show the Premises to prospective tenants at reasonable times.
- (g) Take any and all reasonable measures, including inspections or the making of repairs, alterations, and additions and improvements to the Premises or to the Building, which Landlord deems necessary or desirable for the safety, protection, operation, or preservation of the Premises or the Building.
- (h) Approve all sources furnishing signs, painting, and/or lettering to the Premises, and approve all signs on the Premises prior to installation thereof.
- (i) Establish rules and regulations for the safety, care, order, operation, appearance, and cleanliness of the Building and to make modifications thereto.

12. **INSURANCE.** Tenant shall not use or occupy the Premises or any part thereof in any manner which could invalidate any policies of insurance now or hereafter placed on the Building or increase the risks covered by insurance on the Building or necessitate additional insurance premiums or policies of insurance, even if such use may be in furtherance of Tenant's business purposes. In the event any policies of insurance are invalidated by acts or omissions of Tenant, Landlord shall have the right to terminate this Lease or, at Landlord's option, to charge Tenant for extra insurance premiums required on the Building on account of the increased risk caused by Tenant's use and occupancy of the Premises. Each party hereby waives all claims for recovery from the other for any loss or damage to any of its property insured under valid and collectible insurance policies to the extent of any recovery collectible under such policies; provided, that this waiver shall apply only when permitted by the applicable policy of insurance.

A copy of Landlord's insurance coverage is attached as Exhibit "C" and incorporated herein to this Lease.

13. **INDEMNITY.** Tenant shall indemnify, hold harmless, and defend Landlord from and against, and Landlord shall not be liable to Tenant on account of, any and all costs, expenses, liabilities, losses, damages, suits, actions, fines, penalties, demands, or claims of any kind, including reasonable attorney's fees, asserted by or on behalf of any person, entity, or governmental authority arising out of or in any way connected with either (a) a failure by Tenant to perform any of the agreements, terms, or conditions of this Lease required to be performed by Tenant; (b) a failure by Tenant to comply with any laws, statutes, ordinances, regulations, or orders of any governmental authority; or (c) any accident, death, or personal injury, or damage to, or loss or theft of property which shall occur on or about the Premises, or the Building, except as the same may be the result of the negligence of Landlord, its employees, or agents.

14. **LIABILITY INSURANCE.** Tenant agrees to procure and maintain continuously during the entire term of this Lease, a policy or policies of commercial general liability insurance from a company or companies acceptable to Landlord, at Tenant's own cost and expense, insuring Landlord and Tenant from all claims, demands or actions; such policy or policies shall in addition to insuring Tenant protect and name the Landlord and Landlord's managing agent as

unnecessary delay. In the event Landlord elects not to repair the Premises, the Lease shall be deemed canceled as of the date of the damage. Such damage shall not extend the Lease term.

16. **CONDEMNATION.** If the whole or any part of the Premises shall be taken by public authority under the power of eminent domain, then the term of this Lease shall cease on that portion of the Premises so taken, from the date of possession, and the rent shall be paid to that date, with a proportionate refund by Landlord to Tenant of such rent as may have been paid by Tenant in advance. If the portion of the Premises taken is such that it prevents the practical use of the Premises for Tenant's purposes, then Tenant shall have the right either (a) to terminate this Lease by giving written notice of such termination to Landlord not later than thirty (30) days after the taking, or (b) to continue in possession of the remainder of the Premises, except that the rent shall be reduced in proportion to the area of the Premises taken. In the event of any taking or condemnation of the Premises, in whole or in part, the entire resulting award of damages shall be the exclusive property of Landlord, including all damages awarded as compensation for diminution in value to the leasehold, without any deduction for the value of any unexpired term of this Lease, or for any other estate or interest in the Premises now or hereafter vested in Tenant.

17. **DEFAULT OR BREACH.** Each of the following events shall constitute a default or a breach of this Lease by Tenant:

- (a) If Tenant fails to pay Landlord any rent or other payments when due hereunder;
- (b) If Tenant vacates or abandons the Premises;
- (c) If Tenant files a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, or voluntarily takes advantage of any such act by answer or otherwise, or makes an assignment for the benefit of creditors;
- (d) If involuntary proceedings under any bankruptcy or insolvency act shall be instituted against Tenant, or if a receiver or trustee shall be appointed of all or substantially all of the property of Tenant, and such proceedings shall not be dismissed or the receivership or trusteeship vacated within thirty (30) days after the institution or appointment; or
- (e) If Tenant fails to perform or comply with any other term or condition of this Lease, or any of the rules and regulations established by Landlord, and if such nonperformance shall continue for a period of ten (10) days after notice thereof by Landlord to Tenant, time being of the essence.

18. **EFFECT OF DEFAULT.** In the event of any default or breach hereunder, in addition to any other right or remedy available to Landlord, either at law or in equity, Landlord may exert any one or more of the following rights:

- (a) Landlord may re-enter the Premises immediately and remove the property and personnel of Tenant, and shall have the right, but not the obligation, to store such property in a public warehouse or at a place selected by Landlord, at the risk and expense of Tenant.
- (b) Landlord may retake the Premises and may terminate this Lease by giving written notice of termination to Tenant. Without such notice, Landlord's retaking will not terminate the Lease. On termination, Landlord may recover from Tenant all damages proximately resulting from the breach, including the cost of recovering the Premises and the difference between the rent due for the balance of the Lease term as though the Lease had not been terminated and the fair market rental value of the Premises for the balance of the Lease term as though the Lease had not been terminated which sum shall be immediately due Landlord from Tenant.
- (c) Landlord may relet the Premises or any part thereof for any term without terminating this Lease, at such rent and on such terms as it may choose. Landlord may make alterations and repairs to the Premises. In addition to Tenant's liability to Landlord for breach of this Lease, Tenant shall be liable for all expenses of the reletting, for any alterations and repairs made, and for the rent due for the balance of the Lease term, which sum shall be immediately due Landlord from Tenant. The amount due Landlord will be reduced by the net rent received by Landlord during the remaining term of this Lease from reletting the Premises or any part thereof. If during the remaining term of this Lease Landlord receives more than the amount due Landlord under this sub-paragraph, the Landlord shall pay such excess to Tenant, but only to the extent Tenant has actually made payment pursuant to this sub-paragraph.

19. **SURRENDER - HOLDING OVER.** Tenant shall, upon termination of this Lease, whether by lapse of time or otherwise, peaceably and promptly surrender the Premises to Landlord. If Tenant remains in possession after the termination of this Lease, without a written lease duly executed by the parties, Tenant shall be deemed a trespasser. If Tenant pays, and Landlord accepts, rent for a period after termination of this Lease, Tenant shall be deemed to be occupying the Premises only as a tenant from month to month, subject to all the terms, conditions, and agreements of this Lease, except that the rent shall be two times the monthly rent specified in the lease immediately before termination.

20. **SUBORDINATION AND ATTORNMEN.** Landlord reserves the right to place liens and encumbrances on the Premises superior in lien and effect to this Lease. This Lease, and all rights of Tenant hereunder, shall, at the option of Landlord, be subject and subordinate to any liens and encumbrances now or hereafter imposed by Landlord upon the Premises or the Building or any part thereof, and Tenant agrees to execute, acknowledge, and deliver to Landlord, upon request, any and all instruments that may be necessary or proper to subordinate this Lease and all rights herein to any such lien or encumbrance as may be required by Landlord.

In the event any proceedings are brought for the foreclosure of any mortgage on the Premises, Tenant will at torn to the purchaser at the foreclosure sale and recognize such purchaser as the Landlord under this Lease. The purchaser, by virtue of such foreclosure, shall be deemed to have assumed, as substitute Landlord, the terms and conditions of this Lease until the resale or other disposition of its interest. Such assumption, however, shall not be deemed in acknowledgment by the purchaser of the validity of any then existing claims of Tenant against the prior Landlord.

Tenant agrees to execute and deliver such further assurances and other documents, including a new lease upon the same terms and conditions contained herein, confirming the foregoing, as such purchaser may reasonably request. Tenant waives any right of election to terminate this Lease because of any such foreclosure proceedings.

21. **NOTICES AND NOTICE OF TERMINATION OF RIGHTS OF REFUSAL**

- (a) Tenant has option to renew lease in two consecutive five year terms with a 3% annual rent increase and a renewal period of 60 months, all other conditions to remain the same.
- (b) Tenant is required to give landlord 6 months notice prior to lease expiration regarding plans to exercise option to renew lease.

Any notice or demands given hereunder shall be in writing and personally delivered or sent by first class mail postage prepaid to Landlord at Coldwell Banker Commercial World Group, 780 North 114<sup>th</sup> Street, Omaha, NE 68154 and also to Tenant at 16277 Jefferson Street, Omaha, NE 68135 or at such other address as either party may from time to time designate in writing. Each such notice shall be deemed to have been given at the time it shall be personally delivered to such address or deposited in the United States mail in the manner prescribed herein.

22. **COMPLIANCE WITH ADA.** Tenant shall be responsible for all costs of complying with the Americans with Disabilities Act (ADA) and all similar laws and regulations within the Premises, including the removal of barriers which do not necessitate the removal or modification of load-bearing walls.

agreement.

(c) **Waiver - None.** The failure of Landlord to insist upon strict performance of any of the terms, conditions and agreements of this Lease shall not be deemed a waiver of any of its rights or remedies hereunder and shall not be deemed a waiver of any subsequent breach or default of any of such terms, conditions, and agreements. The doing of anything by Landlord which Landlord is not obligated to do hereunder shall not impose any future obligation on Landlord nor otherwise amend any provisions of this Lease.

(d) **No Surrender.** No surrender of the Premises by Tenant shall be effected by Landlord's acceptance of the keys to the Premises or of the rent due hereunder, or by any other means whatsoever, without Landlord's written acknowledgment that such acceptance constitutes a surrender.

(e) **Captions.** The captions of the various paragraphs in this Lease are for convenience only and do not define, limit, describe, or construe the contents of such paragraphs.

(f) **Applicable Law.** This Lease shall be governed by and construed in accordance with the laws of the State of Nebraska.

(g) **Partial Invalidity.** If any provision of this Lease is invalid or unenforceable to any extent, then that provision and the remainder of this Lease shall continue in effect and be enforceable to the fullest extent permitted by law.

(h) **Attached and Incorporated Herein.** See blueprint of building and map of outside area for areas that distinguish landlords and tenants specific areas of use during co-tenancy period and areas that need to be secured by tenant and landlord daily.

25. **BROKERS.** The brokers involved in this transaction are:

Agent for Landlord is Gerard Daly of CBRE Mega

Landlord and Tenant acknowledge that CBRE Mega is being paid a fee by Landlord at time of Lease execution

26. **LANDLORD'S WORK.** Landlord agrees to deliver the Premise to Tenant by lease execution and Tenant agrees to receive the Premise from Landlord in an "As Is" condition with the following exceptions provided by the Landlord.

1. Landlord shall warrant the HVAC for a period of 6 months after execution of lease, Tenant to pay \$500.00 maximum for repairs and or replacement after 6 months from execution of lease.

2. Landlord shall warrant all existing plumbing fixtures, electrical, natural gas, sewer and fresh water hook ups shall be in working order at time of lease execution.

3. Landlord shall participate in 50 % of the cost of Tenants outdoor facade signage

4. Landlord shall allow Tenant use of all existing restaurant including hood during term of lease. Upon termination of lease Tenant shall leave all existing restaurant equipment in place when vacating premise.

Tenant agrees that all other improvements to be at its sole cost and expense.

Any additional provisions of this Lease shall be in writing and attached as an addendum hereto.

Until this Lease is executed on behalf of all parties hereto, it shall be construed as an offer to lease by Tenant to Landlord.

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above written.

Landlord: Brentwood Village Shopping Center, LLC

By John L. Hirsch, Landlord

Its owner

Tenant: Vietnamese Asian Restaurant, Inc.

Fed. ID # 90-0279307

By Sanh Phan

Its PRESIDENT

#### PERSONAL GUARANTY

The undersigned Guarantors, jointly and severally, in consideration of and inducement for Landlord's execution of this Lease, and being financially interested in the success of Tenant, unconditionally guarantee to Landlord, Landlord's successors and assigns, the timely payment of all sums due Landlord from Tenant and the prompt and full performance of all covenants and conditions by Tenant to be performed. The undersigned acknowledge and agree that the Personal Guaranty covers not only the original term of this lease but also any and all extensions, modifications, renewals and/or amendments to the original Lease and that the undersigned guarantors shall remain bound regardless of any waiver, release, forbearance, extension of time, or other action taken or permitted by Landlord and regardless of any subletting or assignment by Tenant or anyone in Tenant's interest.

Dated this 19 day of October, 2010.

## RULES AND REGULATIONS

RECEIVED

(a) The entrances, corridors, passages, stairways and elevators shall be under the exclusive control of the Landlord and shall not be obstructed, or used by the Tenant for any other purpose than ingress and egress to and from the Premises; and the Landlord shall have the right to control ingress and egress to and from the Building at all times.

(b) Safes, furniture, boxes or other bulky articles shall be carried by the freight elevator, or by the stairways or through the windows of the Building, in such a manner and at such hours as may be directed by the Landlord. Safes and other heavy articles shall be placed by the Tenant in such places only as may be first specified in writing by the Landlord.

(c) The Tenant, shall not place nor permit to be placed any signs, advertisements or notices in or upon any part of the Building, and shall not place merchandise or show-cases in front of the Building, without the Landlord's written consent.

(d) The Tenant shall not put up nor operate any engine, boiler, dynamo, or machinery of any kind, nor carry on any mechanical business in said Premises nor place any explosive therein, nor use any kerosene or oils or burning fluids in the Premises without first obtaining the written consent of the Landlord.

(e) If the Tenant desires telegraphic or telephonic connections, the Landlord will direct the electricians as to where and how the wires are to be introduced, and without such written directions no boring or cutting for wires will be permitted.

(f) No person or persons shall be employed by the Tenant for the purpose of cleaning or of taking care of the Premises without the written consent of the Landlord. Any person or persons so employed by the Tenant must be subject to and under the control and direction of the Landlord.

(g) The Landlord shall have the right to exclude or eject from the Building, animals of every kind, except guide dogs, bicycles, or any other wheeled vehicle except wheelchairs, and all canvassers and other persons who conduct themselves in such a manner as to be, in the judgment of the Landlord, an annoyance to the tenants or a detriment to the Building.

(h) No additional locks shall be placed upon any doors of the Premises without first obtaining the written consent of the Landlord and the Tenant will not permit any duplicate keys to be made. If more than two keys for any door are desired, the additional number shall be paid for by the Tenant. Upon termination of this lease the Tenant shall surrender all keys of said Premises and of the Building, and shall give to the Landlord the combination of all locks on any vaults and safes.

(i) The Tenant shall not allow any curtains, filing cases nor other articles to be placed against or near the glass in the partitions between the Premises and the corridors of the Building, without first obtaining the written consent of the Landlord.

(j) The Landlord shall have the right to make such other and further reasonable rules and regulations as, in the judgment of the Landlord, may from time to time be needed for the safety, care and cleanliness and general appearance of the Premises and for the preservation of good order therein.

(k) Smoking is prohibited in all areas of the Building, including the Premises, except that Landlord may, in its sole discretion, designate one or more areas within the Building where smoking may be permitted.

This account is governed by Federal and State Laws and the Bank's present and future rules and practices. By signing below, the depositor(s) acknowledge(s) receipt of and agrees to the terms, conditions, rates and charges established by the Bank for the type of account being opened, as disclosed in the Bank's Deposit Account Disclosures. These terms may be changed by the Bank at any time and from time to time, upon advance notice to depositor, if such is required by law.

For ☐ Real Estate ☐ Attorney ☐ Insurance ☐ Travel Services Accounts: This account is established by the fiduciary(ies) who have signed below for the benefit of his/her/their clients, as required by the laws and regulations relating to the aforementioned profession. It is understood that the Bank, in opening this type of account, is not responsible for determining whether any transactions made by those authorized are done so in accordance with his/her/their fiduciary duties.

[illegible]



TAX CERTIFICATION: By signing below, I authorize the following Taxpayer Identification Number (TIN) to be used for tax reporting purposes.

Taxpayer Identification Number: 90-0279307

Under penalties of perjury, I certify that:

- (1) The number shown on this form is my correct taxpayer identification number, and
- (2) I am not subject to backup withholding either because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the Internal Revenue Service has notified me that I am no longer subject to backup withholding, and
- (3) I am a U.S. person (including a U.S. resident alien).

Certification instructions: You must cross out item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

VIETNAMESE ASIAN RESTAURANT

NAME OF U.S. PERSON (PRINT)

SIGNATURE OF U.S. PERSON [Signature]

DATE 10/26/10

☐ NON-RESIDENT ALIEN: Signed Certification(s) of Foreign Status on file. Appropriate Form W-8 received: \_\_\_\_\_

(Date)

### Sole Proprietorship

I/We certify and agree by my/our signature that the person(s) named below constitute the owner(s) of a sole proprietorship.

### Partnerships

I/We certify and agree by my/our signature that the person(s) named below constitute the general partners of a partnership.

☐ Check if less than all general partners are authorized to open account(s).

### Limited Liability Company

I/We certify and agree that the persons named below constitute all of the members of the limited liability company or have been otherwise designated pursuant to the articles of organization and/or the operating agreement as managers or officers. I/We have the authority to bind the company or to execute documents on the company's behalf with respect to deposit accounts. Without limiting the generality of the foregoing, the person(s) whose signature(s) appear(s) on the front of this card are authorized to act in all matters relating to the account(s), including withdrawal transactions.

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

### CORPORATE/LODGE/ASSOCIATION RESOLUTION TO OPEN BANK ACCOUNT(S) WITH THE PRESIDENT OR SECRETARY HAVING THE AUTHORITY TO OPEN ADDITIONAL BANK ACCOUNT(S) WITH THE SAME AUTHORIZED SIGNERS

Resolved That: The \_\_\_\_\_ (title) of this organization is authorized to open or maintain the account(s) with Bank of the West as reflected in the Bank's signature card and pursuant to the terms and conditions of the signature card and Deposit Account Disclosure.

Further Resolved That: The persons listed as signers on the signature card are authorized to endorse, on behalf of this organization, any checks or other items payable to the organization or its order; to deposit such checks and other items into the account(s) with or without such endorsement; to negotiate any of such checks or other items for cash without depositing them into the account(s); to approve by the Bank and to direct withdrawals from the account(s) by check drawn on the account(s) or otherwise, including withdrawals to anyone who is an authorized signer.

Further Resolved That: This organization agrees that either the President or Secretary of this organization is authorized to open one or more additional bank account(s) at a future date, and in such event the Bank may add additional bank account(s) to this same signature card, provided that the authorized signers on the additional bank account(s) are the same persons listed as authorized signers on this signature card. All of the resolutions herein shall apply with equal force and effect to such additional bank account(s).

Further Resolved That: This organization hereby ratifies and confirms the acts of its officers, agents and/or employees in heretofore opening the account(s) with the Bank together with any acts performed in relation thereto.

I certify that: I am the secretary of \_\_\_\_\_ [ ] a corporation [ ] an unincorporated association; the foregoing is a copy of resolutions adopted by the Board of Directors of said organization on \_\_\_\_\_ is the \_\_\_\_\_ (title) of said organization; the signature card signed on \_\_\_\_\_ by said officer of the organization is the signature card contemplated by the foregoing resolutions; all of the signatures appearing for authorized signers on the signature card referenced by said resolutions are those of the persons authorized to withdraw funds in accordance with said resolutions until such authority is revoked by giving written notice to the Bank signed by authorized officers of this organization; and, these resolutions are still in force and are unmodified.

Dated \_\_\_\_\_, 20\_\_\_\_

Signature of Secretary \_\_\_\_\_

Concurring signatures for unincorporated association:

The undersigned, being the former signers on the account contemplated above, ratify the foregoing.

Articles of Incorporation Provided

**CHARLES J. HEADLEY**  
Attorney at Law

Telephone (402) 330-5757  
Facsimile (402) 333-1093

Omni Corporate Park  
10828 Old Mill Road, Suite 6  
Omaha, Nebraska 68154

November 3, 2010

Nebraska Liquor Control Commission  
301 Centennial Mall South  
P.O. Box 95046  
Lincoln, NE 68509-5046

RECEIVED

NOV 08 2010

NEBRASKA LIQUOR  
CONTROL COMMISSION

RE: Vietnamese Pham Family Restaurants, Inc.

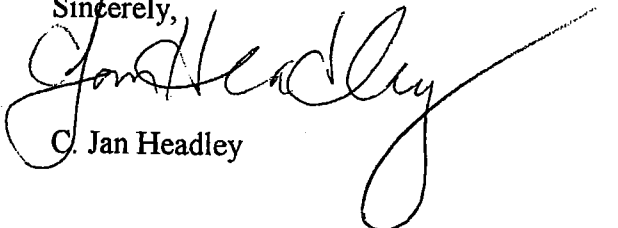
Dear Sirs/Madams:

Enclosed please find the following items:

1. Check for \$400.00 for liquor license
2. Check for \$76.00 to Nebraska State Patrol
3. Two original fingerprint cards for each Evieann Huynh and Sanh Thi Pham
4. Three duplicates of:
  - a. Application for Liquor License Checklist - Retail
  - b. Application for Liquor License Retail
  - c. Application for Liquor License Corporation Insert - Form 3a
  - d. Manager Application Insert - Form 3c
  - e. Articles of Incorporation
  - f. Douglas County Election Commission certificates for Evieann Huynh and Sanh Thi Pham
  - g. Driver's licenses for Evieann Huynh and Sanh Thi Pham
  - h. Passports for Evieann Huynh and Sanh Thi Pham
  - i. Business/Non-Personal Signature Card
  - j. Business Property Lease

Thank you.

Sincerely,



C. Jan Headley

Enc.  
CJH/LH