

CCID 1099

TYPE OF LICENSE: CLASS "I" LIQUOR LICENSE

NAME & ADDRESS: NATURAL KIND, LLC

DBA "MCFOSTER'S NATURAL KIND CAFÉ"

302 SOUTH 38TH STREET

RECEIVED: JULY 27, 2012

45TH DAY: MONDAY, SEPTEMBER 10, 2012

HEARING DATE: AUGUST 21, 2012 - 25TH DAY

AND/OR PERSONS CONTACTED: CHRISTOPHER JOHNSON

712-527-4355

POSTED: N/A

NOTIFIED: N/A

NEW APPLICATION, OLD LOCATION. PRESENT LICENSEE IS FOSTER, THOMAS M.,
DBA "THE NATURAL KIND CAFÉ", 302 SOUTH 38TH STREET, WHO HAS A CLASS "I"
LIQUOR LICENSE

LIQUOR LICENSED ESTABLISHMENT HISTORY

LICENSE #I-27577

FOSTER, THOMAS M
DBA THE NATURAL KIND CAFE

302 SO 38TH ST

68131

345-7477

NLCC ORDERS

08-13-01-12 DAYS SUSP RE: SELLING TO A MINOR (03-03-01) -

OTHER ACTIVITIES

12-13-08 -TAVERN REPORT RE: SELLING TO A MINOR * 08-21-12 - TRANSFER TO
NATURAL KIND, LLC *

LICENSED PREMISES

1ST & 2ND FLS OF 2 STY BLDG APPROX 23' X 75' W/BASEMENT APPROX 18' X 18' TO THE
EAST PLUS ENCLOSED OUTDOOR PATIO APPROX 17' X 47' TO THE EAST

OFFICERS:

OWNER/MGR-THOMAS FOSTER, 5215 NORTH 6TH STREET 68110 (H) 455-5836



Dave Heineman
Governor

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12 JUL 27 AM 8:59

CITY CLERK
JULY 26 2012
OMAHA, NEBRASKA

STATE OF NEBRASKA

NEBRASKA LIQUOR CONTROL COMMISSION

Hobert B. Rupe

Executive Director

301 Centennial Mall South, 5th Floor

P.O. Box 95046

Lincoln, Nebraska 68509-5046

Phone (402) 471-2571

Fax (402) 471-2814 or (402) 471-2374

TRS USER 800 833-7352 (TTY)

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

City Clerk
1818 Farnam Street LC-1
Omaha NE 68183

RE: McFoster's Natural Kind Cafe

Dear Local Governing Body:

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

TWO KEY TIME FRAMES TO KEEP IN MIND ARE:

- 1) 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 APROPERLY LICENSED IN ORDER TO PURCHASE FROM WHOLESALERS. A LICENSE IS EFFECTIVE:

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

Sincerely,

NEBRASKA LIQUOR CONTROL COMMISSION

Michelle Porter

Licensing Division

Enclosures

Janice M. Wiebusch
Commissioner

Robert Batt
Chairman

William F. Austin
Commissioner

**APPLICATION FOR LIQUOR LICENSE
RETAIL**

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

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CONTROL COMMISSION

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

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

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

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

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

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

CHECK TYPE OF LICENSE FOR WHICH YOU ARE APPLYING

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

**NAME OF ATTORNEY OR FIRM ASSISTING WITH APPLICATION (if applicable)
Commission will call this person with any questions we may have on this application**

Name _____ Phone number: _____

Firm Name _____

PREMISE INFORMATION

Trade Name (doing business as) ~~Natural Kind~~ McFoster's Natural Kind Cafe

Street Address #1 302 South 38th Street

Street Address #2 _____

City Omaha County Douglas Zip Code 68131

Premise Telephone number (402) 345-7477

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

Mailing address (where you want to receive mail from the Commission) per old LLC
Name Natural Kind, LLC

Street Address #1 P.O. Box 8368

Street Address #2 _____

City Omaha State NE Zip Code 68108-0368

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

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

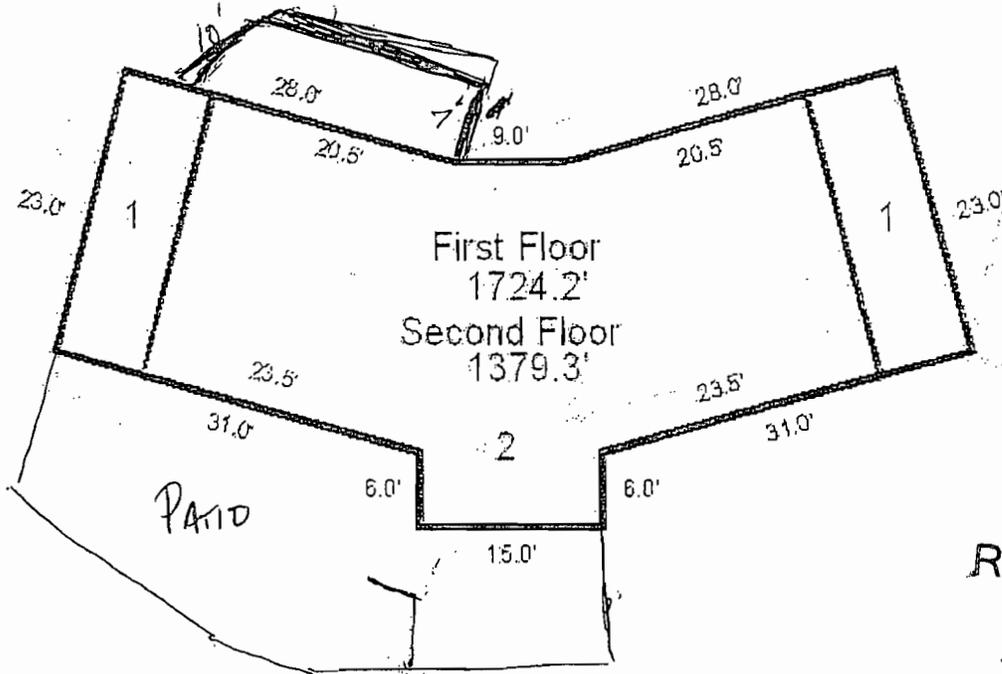
**For on-premise consumption liquor licenses minimum standards must be met by providing at least two restrooms

Length _____ feet
Width _____ feet

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

See Attached

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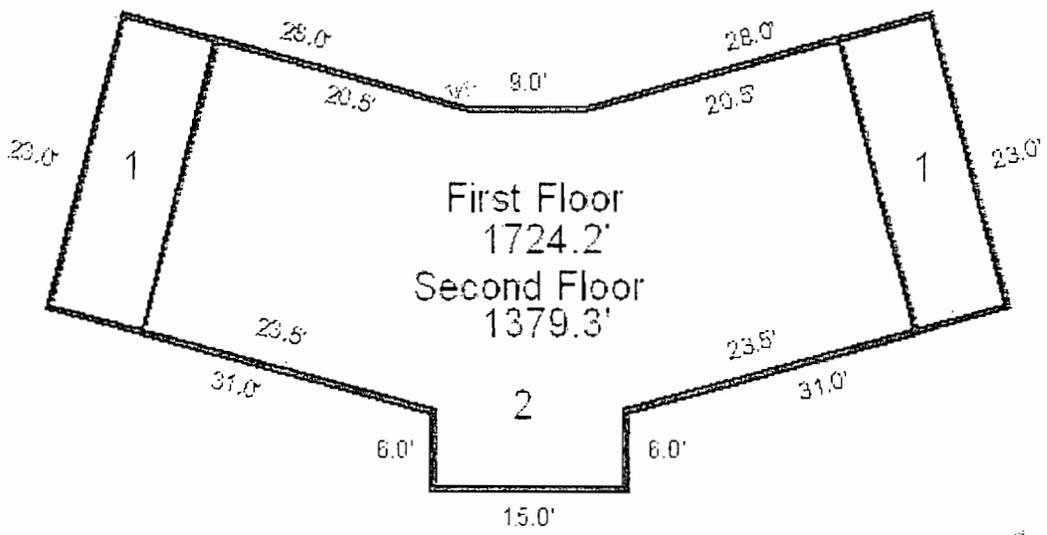
JUL 24 2012

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CONTROL COMMISSION

Description:

Sketch by Apex IV Windows Inc

First and Second floors of a two story building approx 23 x 75
 with basement approx 18' x 18' to the east plus enclosed outdoor patio approx
 17' x 47' to the east and backroom approximately 9' x 18'.



1st + 2nd Floor to be licensed

Basement - Not to be licensed

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**NEBRASKA LIQUOR
CONTROL COMMISSION**

PARC 1008 0000 13

FB 15 STATUS 2 CLASS C
 EXEMPT 0 EXEMPT TYPE TAX DISTRICT 0100 SID F-
 PROP HOUSE HALF DIR ----STREET NAME----- TYPE SUFFIX APT AREA ZIP CODE
 ADDRESS 00302 S 038 ST OMA 68131

-----OWNER OR TAXPAYER INFORMATION-----
 NAME THOMAS M*FOSTER DATE OF LAST CHANGE 05-06-2002
 + 302 S 38 ST BK/PG OR DOC# 2207/251
 ADDR HOMESTEAD DELETE
 CITY OMAHA ST NE ZIP 68131 NON NUMERIC ZIP CODE

-----CURRENT VALUE-----HOMESTEAD-----

YEAR	DATE	LAND	IMPR	TOTAL	PAR	RSN	NUMBER	TY	CD	PCT	VALUE
2010	03-06-2010	68600	188100	256700	RA						

OVER 1 ACRE IND OVERRIDE AMOUNT
 ADDITION NO. 16340 LOT 2 HALF BLOCK 12 HALF
 HIGHLAND PLACE SECT TOWN RANGE PLAT 0319

-----LEGAL DESCRIPTION-----	-----LEGAL DESCRIPTION-----
1 LTS 1 &	2 95 X 137.5
3	4
5	6
7	8

PF1-ADFB

PF5-PNFB

PF6-PAFB

APPLICANT INFORMATION

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

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

YES NO

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

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (city & state)	Description of Charge	Disposition
Christopher Johnson	06/93	Wisconsin	Urination in Public	Citation - fine
"	09/94	Omaha, NE	DUI	6 mo probation, fine lost license
"	2011	Council Bluffs, IA Ames, IA	Speeding Ticket	fine
Kelly Johnson	1990	Omaha, NE	Speeding Ticket	fine
"	1990	Omaha, NE	MIP	Court costs
"	1992 2001	Omaha, NE "	Failure to Signal Speeding Ticket	fine fines
"	2010	Council Bluffs, IA	Speeding Ticket	fine

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

YES NO

If yes, give name of business and liquor license number McFoster's Natural Kind Cafe

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

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

YES NO

If yes, give name and license number Tom Foster

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NEBRASKA LIQUOR CONTROL COMMISSION

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

YES NO

If yes:

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

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

YES NO

If yes, list the lender(s) Tom Foster

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. _____

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

YES

NO

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

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

YES

NO

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

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

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

— Bank of the West - Christopher M. Johnson, Kelly L. Johnson

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.

N/A per Email

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**NEBRASKA LIQUOR
CONTROL COMMISSION**

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Porter, Michelle

JUL 29 2012

From: McFoster's Natural Kind Cafe Omaha <naturalkindllc@hotmail.com>
Sent: Monday, July 23, 2012 4:40 PM
To: Porter, Michelle
Subject: RE: RETAIL APPLICATION NATURAL KIND LLC ADDITIONAL INFORMATION

NEBRASKA LIQUOR
CONTROL COMMISSION

Michelle,

George is registered to vote in Cass County. I wanted to let you know also that my wife and I have both been issued some parking tickets in Omaha over the past few years. I forgot to write those down. I will be sending tomorrow the Asset Agreement and hopefully the re-signed documents along with a different picture of the building and description having the patio and backroom included. The rest of the missing paperwork will be sent then also.

Question 11 was not answered because it does not apply but I suppose I should have marked in as N/A.

I can scan these in and e-mail them to you, correct?

Thanks Michelle,

Christopher M. Johnson

From: michelle.porter@nebraska.gov
To: NATURALKINDLLC@HOTMAIL.COM
Date: Tue, 17 Jul 2012 11:38:49 -0500
Subject: RETAIL APPLICATION NATURAL KIND LLC ADDITIONAL INFORMATION

I have received the application for a Class I Retail License and have items missing that I will need to proceed with this application, please see below. You can email me back the information or call if you have any further questions.

- 1) On Application for Corporate Manager, State is not listed for driver's license number. Applicant will need to resign in front of a notary on the signature page. The notary did not list the applicants name in the "name of person acknowledged" line of the signature block. Please resign this page in front of a notary. Applicant does not appear to be a registered voter.
- 2) A written description for the areas to be present on the license was not written with the diagram, the former license had the following description: "First and second floors of two story bldg. approx. 23'x75' with basement approx. 18' x 18' to the east plus enclosed outdoor patio approx. 17' x 47' to the east." Please advise. Please note the original description of the area will be listed on the TOP until the license is completely issued in the Applicant's name.
- 3) On Application for License, Question #11 was not completed.
- 4) On Application for License, Question #12 A training course listed on our website will need to be completed by Manager.
- 5) A copy a business plan was not included with the Application. A paragraph describing the business is sufficient for this requirement. Please let me know if you have any questions.
- 6) Asset Agreement was not signed by the seller. A listing of the alcohol being transferred was not included with this Application.

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

- a) Individual, applicant only (no spouse)
- b) Partnership, all partners (no spouses)
- c) Corporation, manager only (no spouse) as listed on form 3c
- d) Limited Liability Company, manager only (no spouse) as listed on form 3c

Need Training

Applicant Name	Date Trained (mm/yyyy)	Name of program where trained (name, city)

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 July 16, 2017
- Deed
- Purchase Agreement

- 14. When do you intend to open for business? July 16, 2012
- 15. What will be the main nature of business? Food and Beverage Service, Restaurant
- 16. What are the anticipated hours of operation? M-Th 11-10 F-Sat 11-11 Sun 12-3

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

RESIDENCES FOR THE PAST 10 YEARS. APPLICANT AND SPOUSE MUST COMPLETE					
APPLICANT: CITY & STATE	YEAR		SPOUSE: CITY & STATE	YEAR	
	FROM	TO		FROM	TO
Christopher M. Johnson : Glenwood, IA	2005	Present			
Christopher M. Johnson : Council Bluffs IA	2002	2005			
Kelly L. Johnson : Glenwood, IA	2005	Present			
Kelly L. Johnson : Omaha, NE	2002	2005			

If necessary attach a separate sheet.

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JUL 16 2012

NEBRASKA LIQUOR
CONTROL COMMISSION

FORM 100
REV 11/2010
PAGE 2

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

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

Must be signed in the presence of a notary public by applicant(s) and spouse(s). If partnership or LLC (Limited Liability Company), all partners, members and spouses must sign. If corporation all officers, directors, stockholders (holding over 25% of stock) and spouses. Full (birth) names only, no initials.

[Signature]
Signature of Applicant
[Signature]
Signature of Applicant

[Signature]
Signature of Spouse
[Signature]
Signature of Spouse

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Signature of Applicant

Signature of Spouse JUL 24 2012

NEBRASKA LIQUOR CONTROL COMMISSION

Signature of Applicant

Signature of Spouse

Signature of Applicant

Signature of Spouse

ACKNOWLEDGEMENT

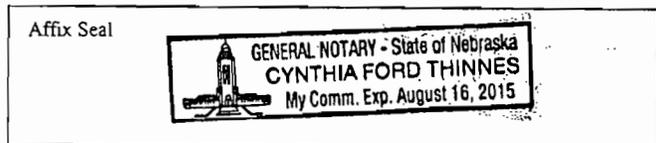
State of Nebraska
County of Douglas

The foregoing instrument was acknowledged before me this

July 24, 2012
date

by Christopher + Kelly Johnson
name of person acknowledged

Cynthia Ford Thinnies
Notary Public signature



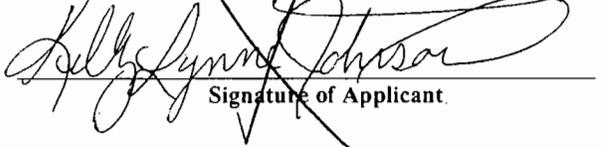
In compliance with the ADA, this application is available in other formats for persons with disabilities. A ten day advance period is required in writing to produce the alternate format.

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

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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~~

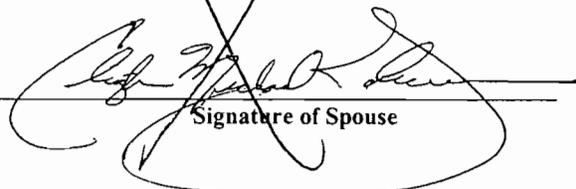
~~
Signature of Applicant~~

Signature of Applicant

Signature of Applicant

Signature of Applicant

~~
Signature of Spouse~~

~~
Signature of Spouse~~

Signature of Spouse

Signature of Spouse

Signature of Spouse

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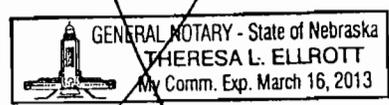
**NEBRASKA LIQUOR
CONTROL COMMISSION**

ACKNOWLEDGEMENT

State of Nebraska
County of Douglas
July 13, 2012
date
Theresa L. Ellrott
Notary Public signature

The foregoing instrument was acknowledged before me this
by Theresa L. Ellrott
name of person acknowledged

Affix Seal



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

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

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

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

Name of Registered Agent: Ryan P. Ratigan (Ratigan Law, LLC)

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

Natural Kind, LLC #10162860

LLC Address: 302 South 38th Street

City: Omaha State: NE Zip Code: 68131

LLC Phone Number: (402) 345-7477 LLC Fax Number _____

Name of Managing/Contact Member

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

Last Name: Johnson First Name: Christopher MI: M

Home Address: 107 11th Street City: Glenwood

State: Iowa Zip Code: 51534 Home Phone Number: 712-527-4355

Signature of Managing/Contact Member

ACKNOWLEDGEMENT

State of Nebraska
County of Douglas

The foregoing instrument was acknowledged before me this

July 13, 2012
Date

by Theresa L Ellrott
name of person acknowledge

Theresa L Ellrott

Affix Seal
GENERAL NOTARY - State of Nebraska
THERESA L. ELLROTT
My Comm. Exp. March 16, 2013

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

Last Name: Johnson First Name: Christopher MI: M Prints
Social Security Number: _____ Date of Birth: 1/1
Spouse Full Name (indicate N/A if single): Kelly Lyane Johnson Prints
Spouse Social Security Number: _____ Date of Birth: 1/1
Percentage of member ownership 50%

Last Name: Johnson First Name: Kelly MI: L
Social Security Number: _____ Date of Birth: 1/1
Spouse Full Name (indicate N/A if single): Christopher Michael Johnson
Spouse Social Security Number: _____ Date of Birth: 1/1
Percentage of member ownership 50%

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

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**NEBRASKA LIQUOR
CONTROL COMMISSION**

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

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

YES

NO

If yes, provide the following:

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

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

Starting Date: January Ending Date: December

Is this a Non Profit Corporation?

YES

NO

If yes, provide the Federal ID #. _____

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**NEBRASKA LIQUOR
CONTROL COMMISSION**

STATE OF

NEBRASKA



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
Organization of

NATURAL KIND, LLC

with its registered agent located in OMAHA, Nebraska, as filed in this
office on June 7, 2012.

In Testimony Whereof,

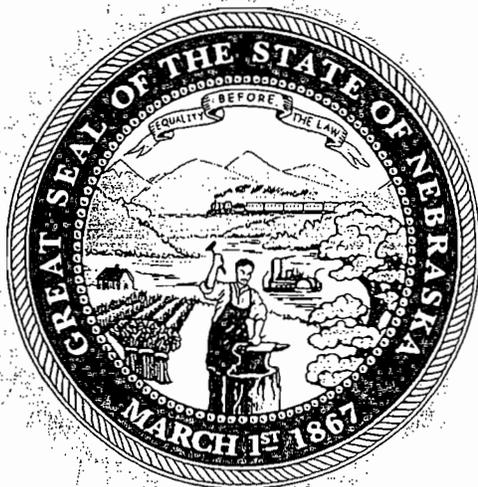
I have hereunto set my hand and
affixed the Great Seal of the State
of Nebraska on June 7, 2012.


SECRETARY OF STATE

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NEBRASKA LIQUOR
CONTROL COMMISSION



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.

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

RYAN P. RATIGAN
RATIGAN LAW, LLC
1603 FARNAM STREET
OMAHA, NE 68102

June 7, 2012

ACKNOWLEDGEMENT OF FILING

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

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

ACKNOWLEDGEMENT OF FILING FEES RECEIVED

Action/Service	Company/Entity Name	Fee Received
Certificate of Organization	NATURAL KIND, LLC	100.00
Per Page Charge	NATURAL KIND, LLC	10.00
Certificate	NATURAL KIND, LLC	10.00
	Total Fees Received	\$120.00

Paige Deppe
Filing Officer

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JUL 16 2012
NEBRASKA LIQUOR
CONTROL COMMISSION

**CERTIFICATE OF ORGANIZATION
LIMITED LIABILITY COMPANY**

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>

Name of Limited Liability Company: Natural Kind, LLC

Period of Duration: Perpetual

Purpose for which the limited liability company is organized:

To operate a restaurant in the Omaha community.

Initial designated office address:

1603 Farnam Street, Omaha, NE 68102

Initial agent for service of process name and address:

Agent Name: Ryan P. Ratigan (Ratigan Law, LLC)
Address: 1603 Farnam Street
Omaha, NE 68102

The total amount of cash contributed to stated capital of the LLC: \$10,000.00

Christopher Johnson contribution: \$5,000.00

Kelly Johnson contribution: \$5,000.00

Description and agreed value of property other than cash contributed to stated capital:

Description of Property Agreed Value: NA

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LLC CERTIFICATE OF ORGANIZATION (Continued) Page 2

Total additional contributions agreed to be made by all members and the times at which, or events upon the happening of which such contributions shall be made:

Per the terms as laid out in Natural Kind. LLC Operating Agreement.

Members shall have the right to admit additional members (check)
If additional members are allowed the terms and conditions of admission:

Per the terms as laid out in Natural Kind. LLC Operating Agreement.

The company will be managed by ___ managers or members (check one). List the name and address of the managers or, if the management is reserved to the members, the name and address of the members:

Name	Address
<u>Christopher Johnson</u>	<u>107 11th Street. Glenwood. IA 51534</u>

<u>Kelly Johnson</u>	<u>107 11th Street. Glenwood. IA 51534</u>
----------------------	--

Any other provisions, not inconsistent with law, which the members elect to set out in the certificate of organization for the limited liability company:

This organization is to be governed by Natural Kind. LLC Operating Agreement and the laws of the Nebraska Uniform Limited Liability Company Act.

Only one signature is required, additional persons may sign:


Signature

Christopher Johnson

FILING FEE: \$100.00 plus \$5.00 per page and \$10.00 for certificate of organization
Nebraska Uniform Limited Liability Company Act, Neb. Rev. Stat. §21-101 et seq.

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Natural Kind LLC (DBA McFoster's Natural Kind Cafe) Business Plan

We, Natural Kind LLC, have purchased an operational restaurant business, McFoster's Natural Kind Cafe, located at 302 S. 38th St., in Omaha, Nebraska. Beginning July 16, 2012, we will continue regular business operations much as the previous sole proprietorship, continuing to do business as (DBA) the original name. That is, we will operate a full-service restaurant, specializing in health-conscious and vegetarian cuisine. Our hours of operation will continue for the foreseeable future to be 11 a.m. – 10 p.m., Monday through Thursday, 11 a.m. – 11 p.m., Friday and Saturday, serving from our lunch and dinner menu. Additionally, we will continue to offer a special brunch menu on Sundays, serving only during the hours of 10 a.m. – 3 p.m. Our drink choices will include a variety of smoothies, juices, specialty sodas and spritzers, as well as some beers, wines and mixed drinks.

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APPLICATION FOR TEMPORARY OPERATING PERMIT (TOP)

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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- Enclose completed application for liquor license from purchasers
- Enclose document showing sale of business; document may be in the form of purchase agreement/contract, management agreement or promissory note. Must include purchase date or closing date within 2-3 weeks of requesting TOP. Must show name of business being sold. Must be signed by seller.

NAME OF EXISTING BUSINESS (SELLER) AND LICENSE # Tom Foster (McFoster's Natural Kind Cafe) # 27577

On (date) July 12, 2012 seller and buyer entered into a contract for sale of the business known as McFoster's Natural Kind Cafe

Buyer seeks to obtain a Temporary Operating Permit (TOP) to allow them to operate the business under the same terms and conditions of premise licensee; subject to approval by the Nebraska Liquor Control Commission (NLCC) for a period not to exceed 90 days.

Seller hereby declares that they are current on all accounts with all Nebraska licensed wholesaler under section §53-123.02. A seller who provides false information regarding such accounts is guilty of a Class IV misdemeanor for each offense.

Thomas M. Foster
Signature of Seller

State of Nebraska
County of Douglas

The forgoing instrument was acknowledged before me this July 12, 2012
Date 13

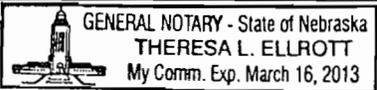
[Signature]
Signature of Buyer

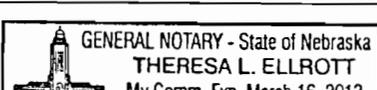
State of Nebraska
County of Douglas

The forgoing instrument was acknowledged before me this July 13, 2012
Date

[Signature]
Notary Public Signature

[Signature]
Notary Public Signature

Affix Seal Here 

Affix Seal Here 

TOP REVIEW SHEET

July 26, 2012
MP – Class I-#99759

Applicant: Natural Kind LLC dba McFoster's Natural Kind Cafe
302 South 38th Street, Omaha NE

Document: Asset Purchase Agreement dated 7/16/12
Closing date 6/12/12

No pending citations on replacement license.

TOP OK to Issue ✓ [Signature]

TOP Denied _____ Reason denied _____



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NEBRASKA LIQUOR
CONTROL COMMISSION

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT is made this 12th day of July, 2012, with an effective date of July 16, 2012, by and between THOMAS M. FOSTER, 5215 North 6th Street, Omaha, NE 68110 ("Seller") and NATURAL KIND, LLC, a Nebraska Limited Liability Company, 302 South 38th Street, Omaha, NE 68107 ("Buyer").

RECITALS:

A. Seller is the owner of a restaurant business known as "McFoster's Natural Kind Café" located at 302 South 38th Street, Omaha, Nebraska (the "Business").

B. Seller desires to sell to Buyer and Buyer desires to purchase from Seller certain assets of the Business. The assets sold to Buyer are the name "McFoster's Natural Kind Cafe", the goodwill of the Business, and the equipment, recipes, and goods used in the Business.

C. To induce Buyer to purchase the assets from Seller, and as further consideration for such purchase, Seller agrees to abide by the covenants in paragraph 6. of this Agreement for a period of five years.

D. To induce Seller to sell the assets to Buyer, and as further consideration for such purpose, Christopher M. Johnson and Kelly L. Johnson agree to personally guarantee the payment of the purchase price for the assets and to personally guarantee the

payment and performance of Buyer's other agreements, covenants, representations, and warranties in this Agreement.

E. The parties wish to enter into this Asset Purchase Agreement (this "Agreement") to set forth the terms and conditions of such asset purchase.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is agreed as follows:

1. Sale of Assets. Seller agrees to sell and assign to Buyer, and Buyer agrees to purchase and assume from Seller the following:

a) Assets, Goodwill, and Trade Name. All of Seller's assets described in the attached Exhibit "A" and incorporated herein by reference, along with Seller's goodwill, the trade name "McFoster's Natural Kind Cafe", Seller's telephone number, customer lists, vendor lists, recipes, culinary techniques, intellectual property related to the restaurant, rolling stock, tools, and any trademarks or logos, including the Carrot logo. The assets described in this paragraph 1.(a) are collectively referred to as the "Assets" in this Agreement. Seller will retain the following assets: Janis Joplin poster, miscellaneous décor, and television in office.

b) Inventory. Seller and Buyer will perform an inventory of all food stock, liquor, beer, wine, and other miscellaneous supplies on the evening of July 15, 2012, and

Buyer will purchase the inventory from Seller at Seller's cost, which purchase price will be payable by Buyer to Seller sixty (60) days after the Closing Date. The purchase price for the inventory will be in addition to the purchase price for the Assets.

2. Purchase Price, Payment, and Allocation. The total purchase price for the Assets shall be of \$75,000.00, payable as follows:

a) Closing Date Payment. The amount to be paid to Seller by Buyer on the Closing Date, as defined below, shall be the sum of Five Thousand and NO/100 Dollars (\$5,000.00) (the "Closing Date Payment"). Seller acknowledges he has been paid \$5,000.00, by Buyer on June 12, 2012, in connection with the parties' Letter of Intent.

b) Buyer's Promissory Note. Buyer will pay to Seller the balance of the purchase price by executing a Promissory Note in favor of Seller in the principal amount of \$65,000.00, secured by a first security interest on the Assets, payable in sixty (60) equal consecutive monthly payments of principal and interest of \$604.42, with the payments commencing on August 16, 2012, with all principal and interest due and payable on August 16, 2017. The interest rate on the Promissory Note will be 4% per annum. As part of the Promissory Note, Buyer is assuming and agreeing to pay Seller's obligation to the Nebraska Department of Revenue for

sales taxes in the amount of \$32,180.68. A copy of the Promissory Note is attached hereto as Exhibit "B" and by reference made a part of this Agreement.

c) Employment Agreement. On Closing Date, Seller and Buyer will execute the Employment Agreement attached hereto as Exhibit "C" and by reference made a part of this Agreement.

d) Allocation of Purchase Price. The purchase price for the Assets shall be allocated amongst the Assets in accordance with Internal Revenue Code section 1060, as amended, all as shown on Exhibit "D" attached hereto and incorporated herein by reference. Said allocation shall be binding upon the parties for purposes of all federal, state, and local taxation purposes.

e) Johnson Guaranty. Christopher M. Johnson and Kelly L. Johnson will personally and unconditionally guarantee the payment of the purchase price in full to Seller and personally guarantee the payment and performance of Buyer's other agreements, covenants, representations, and warranties in this Agreement.

f) Security. The purchase price will be secured by a first security interest on the Assets in favor of Seller.

g) Liquor License. Buyer will be responsible for obtaining its own liquor license, and Seller makes no representations or warranties regarding the existing liquor license related to the Business. Buyer indemnifies and holds

Seller harmless from any fines, penalties, liability, claims, or causes of action of any kind whatsoever, including Seller's attorney fees, related to Seller's liquor license from and after Closing Date.

h) While Seller is selling the tradename "McFoster's Natural Kind Café" to Buyer, Seller may use said tradename in any book he writes. Also, Seller may use said tradename for any other purpose, provided he obtains the prior written consent of Buyer.

3. Closing.

a) Closing Date and Effective Date of Closing. The Closing date shall be July 12, 2012 (the "Closing Date"). The Closing will take place at the offices of Seller's attorneys on July 12, 2012, at 3:00 P.M.

b) Seller's Closing Documents. On the Closing Date, upon payment by Buyer of the Closing Date Payment, Seller shall deliver to Buyer: (i) a General Assignment and Bill of Sale for the Assets in a form satisfactory to Buyer; and (ii) any and all other instruments of sale, conveyance or assignment that may be required for the proper transferring by Seller to Buyer of all of the Assets. All the Assets shall be transferred to Buyer free and clear of any and all liens, claims, and encumbrances, except any sales taxes or real estate taxes owed by Seller.

c) Buyer's Closing Documents. On the Closing Date, Buyer will deliver to Seller: (i) the executed Promissory Note attached as Exhibit "B"; (ii) the Lease Agreement With Option to Purchase; (iii) a Financing Statement and Security Agreement on the Assets in favor of Seller granting Seller a first security interest on the Assets; (iv) copies of Buyer's resolutions approving the purchase of the Assets, a copy of Buyer's Operating Agreement, and a Certificate of Good Standing for Buyer; and (v) the Employment Agreement attached hereto as Exhibit "C". The Closing of this transaction is wholly contingent upon Buyer delivering the Closing Date Payment and all of the documents described in paragraph 3.(c) of this Agreement to Seller.

d) Liabilities. Buyer is purchasing Assets only, and does not assume any liabilities, obligations, or undertakings of Seller, whether fixed or contingent, known or unknown, due or not yet due, except for Seller's sales taxes Buyer assumes and agrees to pay pursuant to Buyer's Promissory Note attached hereto as Exhibit "B". Seller shall indemnify, defend, and hold Buyer harmless from and against any and all claims, demands, suits, expenses, losses, damages, or liabilities, including attorneys fees, arising directly or indirectly from or in connection with the operation of the Business prior to July 16, 2012. Seller agrees to pay any sales tax liability to the Nebraska Department of Revenue from May 31, 2012, through July 15, 2012. Buyer shall

indemnify, defend, and hold Seller harmless from and against any and all claims, demands, suits, expenses, losses, damages, or liabilities, including attorney fees, arising directly or indirectly from or in connection with the operation of the Business on or after July 16, 2012. Buyer further indemnifies and holds Seller harmless from Seller's sales tax obligation to the Nebraska Department of Revenue in the amount of \$32,180.68.

4. Representations and Warranties of Seller. Seller makes the following representations and warranties, all of which shall survive the Closing:

- a) Seller owns good, indefeasible, and marketable title in and to Assets, which, at Closing, will be free and clear of any mortgage, pledge, lien, judgment, claim, security interest, charge, option, or encumbrance of any nature whatsoever, except Seller's obligation to the Nebraska Department of Revenue for sales taxes and any lien created as a result of said obligation. Seller has taken all steps necessary or otherwise required to perfect and protect his rights in and to the Assets, and has the full right and power to sell, transfer, and assign the Assets to Buyer without restriction;
- b) The execution and delivery of this Agreement and the consummation of the transactions contemplated herein will not result in the creation of any lien or encumbrance upon the Assets other than as contemplated herein, nor will this Agreement violate any existing statute, order, writ, injunction, or decree of any court, administrative agency, or governmental body;
- c) Seller is neither a party to nor the subject of any pending suit, action, or legal, administrative, arbitration, or other proceeding or governmental investigations affecting the Business or the Assets, and to the best of Seller's knowledge, no

such suit, action, proceeding, or investigation is threatened. There is no outstanding order, writ, injunction, or decree of any court, governmental agency, or arbitration tribunal against or affecting the Business or the Assets;

- d) There are no judgments, liens, actions, or proceedings pending against Seller, except any lien created as a result of Seller's obligation to the Nebraska Department of Revenue; and
- e) Notwithstanding anything contained herein to the contrary, Buyer is purchasing only the Assets described in this Agreement, and Buyer shall not be liable for any liabilities of Seller whatsoever, whether due or to become due, fixed or contingent, known or unknown.

5. Representations and Warranties of Buyer. Buyer makes the following representations and warranties all of which shall survive the Closing:

- a) This Agreement and the transactions contemplated hereby will not result in the breach or termination of any provisions of, or constitute a default under, any agreement or other instrument to which Buyer is a party, nor will this Agreement violate any existing statute, order, writ, injunction, or decree of any court, administrative agency, or governmental body; and
- b) This Agreement has been duly executed and delivered by Buyer and constitutes the valid, legally binding obligation of Buyer in accordance with its terms.

6. Covenant Not To Compete. Seller agrees for a period of five (5) years from and after July 16, 2012, that Seller will not, within a fifteen (15) mile radius of 302 South 38th Street, Omaha, Nebraska, without the prior written consent of Buyer, individually, separately, or on behalf of or in conjunction with

any other person or entity, either directly or indirectly, own or operate a vegetarian, whole food, organic, or similar restaurant of any kind. The parties agree that the remedy at law for any breach of this covenant is inadequate and Buyer will be entitled to injunctive relief if Seller breaches this Agreement. The parties also acknowledge that if Seller is no longer employed by Buyer, Seller may work as an employee at any type of restaurant anywhere in Omaha, Nebraska, or elsewhere, except he may not work for a vegetarian, whole food, organic, or similar restaurant of any kind within a fifteen (15) mile radius of 302 South 38th Street, Omaha, Nebraska, for a period of five (5) years from and after July 16, 2012.

7. Successors. This Agreement shall bind and benefit the parties hereto and their respective heirs, legal representatives, and successors.

8. Counterparts. This document may be executed in one or more counterparts, each of which shall be considered an original.

9. Severability. In the event any portion of this Agreement is determined by a court of competent jurisdiction to be void, illegal, or otherwise unenforceable, all other terms of the Agreement shall remain in full force and effect and this Agreement shall be enforced as if the void, illegal, or otherwise unenforceable provision did not exist.

10. Choice of Law; Litigation. This Agreement shall be construed under and governed by the laws of the State of Nebraska without respect to its choice of law considerations. The exclusive venue for any litigation between the parties involving this Agreement shall be the Douglas County District Court for the State of Nebraska.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the day and year first above written.


Thomas M. Foster

SELLER

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CONTROL COMMISSION

NATURAL KIND, LLC,
a Nebraska Limited Liability
Company

By:


Christopher M. Johnson
Member

By:


Kelly L. Johnson
Member

BUYER

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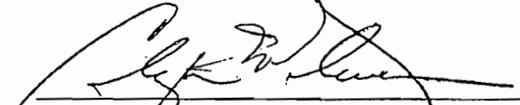
JUL 24 2012

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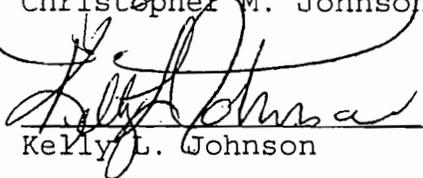
PERSONAL GUARANTY

To induce Thomas M. Foster to sell the Assets to Natural Kind, LLC, a Nebraska Limited Liability Company, and for other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the undersigned, Christopher M. Johnson and Kelly L. Johnson, do hereby unconditionally personally guarantee the payment and performance of the promises, agreements, covenants, representations, and warranties made by Natural Kind, LLC in the foregoing Asset Purchase Agreement with Thomas M. Foster dated July 12, 2012. Thomas M. Foster shall not be required to proceed against Natural Kind, LLC or enforce any other remedy before proceeding against the undersigned. The undersigned agree to pay all attorney's fees and other expenses incurred by Thomas M. Foster by reason of default by Natural Kind, LLC or the undersigned. The undersigned consent to any extension or modification granted to Natural Kind, LLC and the release and/or compromise of any obligations hereunder. This is a continuing Guaranty and shall not be discharged or affected by death of the undersigned, and shall bind their heirs, administrators, representatives, and successors, and may be enforced by or for the benefit of any assignee or successor of Thomas M. Foster

DATED: July 12, 2012.



Christopher M. Johnson



Kelly L. Johnson

EXHIBIT A

ASSETS

The Kitchen - Equipment

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- 1 - True TSSU 60-16 Serial #3730285
- Roll away cart United Service Equipment Co. Model 71-321 Serial #SJ3876
- Vollrath Co. 3 shelf roll away cart 97121
- Seuicot mop sink - concrete
- Size No. 1 - 1994 Edlund can-opener UC0899
- 1 - small Kitchen Aid Mixer no serial #
- 24 x 50 stainless steel table with no lower shelf, thus no inspection plate or serial #
- 42 x 27 sink no serial #, new faucet, gate value shutoffs
- Areohot, stainless steel prep stable with 2 drawers and a lower shelf (46 long) serial # scrubbed off
- True Refrigerated make- table Model TPP-44 Serial #1-2857394
- 34 x 31 stainless steel cart/grill stand 3 shelves no #s
- Gas US Range 30 char broiler 3s scrubbed off
- Heavy duty 36 equipment stand on wheels w/lower shelf
- Gas Rankin Deluxe cheese melter (or Salamander) all #s scrubbed off 36 wide one shelf
- 10 gallon - gas - Frymaster Fryer - the #s were probably on the inside of the door and its gone
- True sandwich make-table 48 long w/bread board Model #TSSU-48-18M-B 2 doors Serial #1-4228311
- Waterless Food Warmer (steam table) gas-has 3 working wells Model SRSR
- 2 - Cory Sta-Hot food warmers
- Ansul R-105 wet chemical fire suppression system (3 gallon tank)
- Stainless steel hood 13 x 4 with gutters and 7 hood filters
- Exhaust fan above the back door, unknown make or model, Goodwin Tucker puts a new belt on it occasionally
- 7 ft. stainless steel shelf above the 2 dr. true make-up unit
- 4 - magnetic knife holders
- 1 - Pressure cooker
- 1 - Stainless S. Mandoline (MANUAL vegetable processor)
Basement
- 1 - Hobart 30 qt mixer with stainless steel bowl, whip, paddle, vegetable shredder, and slicer on a 2 shelf equipment stand
- Hobart AM-14 hot water dishwasher
- Hatco booster heater Serial #9422870004
- Hobart slicer (couldn't find numbers)
- 4 well sink - (1st 2 wells leak into each other)
- 2 new faucets
- 4 - galvanized equipment shelves, 14 shelves on 8 risers
- 88 x 27 stainless steel drain & dry table
- 78x25x75 "L" shaped spray station with elevated sprayer, faucet, sink, and crap trap. All stainless with a 7 splash guard.
- 40 ft. high - temp hose hooked directly to an Aqua Star on demand water heater
- True 2 dr. counter/cooler w/above counter shelf Mode TUC-60 Serial #3959890
- General Electric Chest Freezer - Model #FCM7 DMBWH Serial #LG948674

Dayton Direct Drive Fan Model #9K953AE47479-LR83
True window cooler Model #GDM-26 Serial #1216478
11 - dish racks for running dishes through the dishwasher

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Upstairs

4 - 8x30 party tables, plastic tops
1 - 8x30 simulated wood grain tops
30 - grey vinyl stack chairs w/chrome legs
1 - 8x30 elevated party table (counter high 36)
1 - 8x36 wood simulated banquet table
2 - 3x3 hardwood trimmed green Formica tables #56246 #59556 fisher fixture (PS I have 2 more of these tables in storage if you want them)
3 - 2x2 Little King Green Formica cocktail tables
1 - 30x24 black Formica table
4 - 42x24 simulated wood grain Formica tables
3 - 30x30 simulated wood grain Formica tables
7 - folding chairs, black, wooden with wicker seats
Hobart Coffee Grinder Model 3440 Serial #1123672
Toshiba Television Model #46HX83 Serial #17600472
Easy-Erase blackboard 8 t x 46
Badger "Shur-Out" fire extinguisher
Classification 3-A:30-BC AC352408
2 - 7 ft long bench seats vinyl seats fabric backs
1 - True 2 dr window cooler Serial #184445
Hotpoint residential type refrigerator/freezer Model # unknown
Storeroom - 2 steel shelves, 1 - 6 shelf unit, 1 - 4 shelf unit and one stainless unit, with 5 shelves, on wheels

16 Channel Mixer and Board w/ Amplifier
Music equipment for restaurant
Office

1 - 6 shelf unit
2 - Desks 1 locks-up with 5 steel drawers, the other is just a table for the fax machine and word processor
1 - office chair
1 - security system (obsolete)
1 - fax machine

Not counted yet as of 5/22/12

Silverware
Vollrath stainless pans
Plastic Lexannes (plastic tubs w/lids)

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1 - Dry Chemical Fire Extinguisher Class 2-A:10-B
30 - 6 page menu covers 6 1/2 x 9
2 - Wells waffle irons Model WB1 Serial #SB25663; Model #WB1 Serial #SB25664
True 4 dr window cooler Model T-49-2-G-2 Serial #1-3474961
Panasonic "Inverter" microwave w/carousel
Hobart 4 dr cooler Model #02 Serial #32-520-596
True line freezer Model WTF48A Serial #5505825
Imperial 10 burner stove with shelf, bread board and 2 ovens 09409
24 x 24 220 volt flat grill General Electric no model or serial #

The Patio

5 - tables, round 42
31 - patio chairs
1 - round table 30
1 - oval table 54 x 42
3 - round tables 48
1 - round table 54
2 - painted whiskey barrels, planters
3 - round unpainted wooden planters
1 - antique gas station 36 x 32 on a very sturdy steel stand - pivots with the wind - awesome
8 - plastic planters full of herbs and flowers
1 - 8 ft tall Fichus tree in a 20 diameter pot
5 - table umbrellas
1 - lg. oval umbrella
1 - 18 diameter clay pot full of tarragon and mint

The Restrooms

2 - stainless steel trash cans
1 - changing table

The Lobby

1 - Evans display cooler Serial #89-1538
48 x 42 display cabinet - 42 in high
Wooden Bench, made in Mexico 41 long
Fallon Electric Sign No. HG-311, 999 Serial #091207 FR001880
Intelicall pay phone #3003
Stainless steel wine bucket, with stand

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Things McFosters Needs

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New floor mats

New gaskets for the keg cooler behind the bar

Repair the bar top

New menu covers

The last burner on the steam table's has a stripped out gas line that the manifold can't screw into tightly I have a couple of manifold "flowers" to give you.

The wheel cooler needs a new hinge

True 2 dr. window cooler

Install a new door handle on the dishwasher - there's one at the bottom of the basement chairs - the Hobart Tech needs to install it

A new air make-up fan, a squirrel cage type is needed

New carpet for the stairway

Main Dining Room

28 - chrome and grey vinyl chairs

8 - booths - 5 double seats with glass partitions 3 - single seats with glass partitions and 3 - single bench seats without glass partitions

12 - Hardwood tables 42" x 30" (7 - with floor mounts, 5 - on standard, 4 - leg stands)

2 - Hardwood tables 24" x 30" (on 4 leg stands)

1 - green Formica table with oak trim 24" x 30"

1 - hardwood table 36" x 24"

5 - hardwood high chairs

2 - Red plastic booster chairs

1 - blackboard 60" x 44"

1 - blackboard 72" x 48" with light

4 - bass-reflex high-performance speakers (Pyramid Gold Series)

27 sets - ceramic sugar packet holders and salt and pepper shakers

Bunn Omatic coffee maker 5 burner Model #RT35 Serial #227998 w/water filter

5 - coffee pots

9 - qt. stainless steel coffee pots

12 - half pint stainless steel creamers

Server station 36" x 32" with sink

3 - stainless steel coffee containers with lids

2 - stainless steel tray stand

4 - oval server trays plastic 27" x 22"

1 - wooden folding tray stand

1 - bus station fuchsia Formica top 42" x 36" 2 shelves built in, 1 removable

1 - AMANO Electronic Time Clock TCX-21 Serial #303041551

1 - Oak Time Card holder

5 - maintenance engineering florescent light bulbs 8 ft. for kitchen

4 - linen bags with 2 hampers

1 - Riccar Vacuum Cleaner Serial #9C0009936

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The Room Behind the Bar

Delfield 3 dr. Refrigerator Model 6076-5 Serial #179653-T
Hoshizaki - cube star ice machine Model KM-500MWE (Serial #D003329)
Travlsen 2 dr. freezer Model GLT2-32WVT Serial #174525 (*This freezer is not working. Call Marking Refrigeration at 402-895-0255 refer to invoice #71729 estimated cost of repair is approximately \$450.00)
Pre-Amp Mixer Serial #5117061
American D.J. XOM250T
Sound Tech PL1004 Amplifier Serial #K93061482
Mixer Niles Audio SVC-4L Serial #001260
2 - Type FG482 CO2/Nitrogen Gas Tanks for Keg Beer.

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The Bar

San Marco Cappuccino machine Model 85-PRAC-16M Matr00631612 Manufacture Date 8/11/2002 Made in Italy
3 well bar sink, LaCrosse, 2 faucets model 04 C3 Serial # has been scrubbed off
Ice Bin, IMI Cornelius Inc., Model #2123 Serial #09604KB6755
Ruby Juicer (Serial #3717)
Samson Wheatgrass Juicer Model GB9001 Serial #20071017
Black & Decker Citrus Juicer and spare parts
Vita-Mix Blender Model VM0103 Item #001311
Sharp electronic cash register Model XE-A406 Serial #00001170
Beverage Air 2-dr. Keg Cooler Model 0136 with tappers no serial #
Glassware: 42 - Libby 12 oz. rocks glasses
4 - 4 oz. Libby rocks glasses
11 - 9 oz. Libby rocks glasses
6 - shot glasses
26 - 10.5 oz. white wine glasses
5 - 12 oz. red wine glasses
10 - Martini glasses, various sizes
Bush 4-dr. bottle cooler "built into" the bar no serial # or model # this cooler has a separate compressor above the bar in a store room crawl space that was replaced by Greater Omaha Refrigeration about 2 years ago.
Kenmore freezer small 6 sq. ft. maybe.
Water filtration system for the cappuccino (espresso) machine, the pop gun and the coffee machine serviced semi-annually by United Distributors, Inc.
Espresso Mill - - - RR 09967-C36981
9 - Jasper Chair Bar Stools, chair #103US BS 30
Model 5R carbon dioxide fire extinguisher

Sheet pans
Ramikens
Dishes All Arcoroc
Knives and bread boards
Garbage cans
Mops & mop buckets
Kitchen utensils, lg. spoons, ladles, whips, dishers, measuring cups, peelers, small coffee
grinders
Stainless syrup pitchers
Silverware racks
Coffee cups
Pots and pans all stainless
Teflon fry plans (over 100)
Bus tubs
Potted plants in dining room
Strainers, colanders, cheesecake and muffin pans
Serving trays and bowls

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Wine	750ml	5.00
Frey Natural Red	750ml	6
Five Rivers Pinot Noir	750ml	
Fetzer Cabernet	750ml	1
Glenmorangie		X
Rain Organics	750ml	1
Christian Bros	750ml	1.75 1.75
Chambourd	750ml	X
el Jimador	750ml	0.50
Southern Comfort	750ml	1
Barton Rum	750ml	0.5
Mohtezuma Teq.	750ml	0.5
Barton Gin		X
Barton Vodka	750ml	0.25
Bacardi Oakheart	750ml	0.5
Jameson	750ml	0.75
JD Hiram Walker Triple Sec	750ml	0.75
Kahlua	750ml	X

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~~Tempo~~
~~Hemp milk (32 oz)~~
~~Kirkland Rice Milk (32 oz)~~
~~Trader Joe's Almond~~

Wines

Beringer Moscato 750ml 12
 Frey Natural White 750ml 6
 Five Rivers 750ml 2

Beer

Bud 6pk 12oz 3
 Sierra Nevada 6pk 12oz
 Pale Ale ~~6pk~~ 1.5
 Beck's 6pk 12oz 2
 Bud Light 6pk 12oz 5
~~Virgils Root Beer 4pk 4~~
~~Reed's Original Ginger Brew 4pk 6~~

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~~DW Knudsen (32 oz)~~

~~Pineapple 1.5~~

~~Papaya Nectar 3.5~~

~~Pear 1.5~~

~~Very Veggie 1~~

~~Mango 2~~

~~Gran Pomegranate 2.75~~

~~Cran Nectar 2.5~~

~~Cran Raspberry 2.5~~

~~Wild Strawberry 1~~

~~Cherry Cider 2.25~~

~~Pineapple Cognac 1.5~~

~~Trader Joes (64 oz)~~

~~Mango Nectar 1.5~~

~~Blueberry Estate 1.5~~

Wine

Bonterra Chardonnay 750 ml 2

Frey Natural White 750 ml 1

Pacific Rim Riesling 750 ml 3

Beringer Moscato 750 ml 2

~~DW Knudsen Sparkling Black Cherry 1.5~~

Bailey's Irish Cream 750ml 0.5

M&R Rosso 750ml 2

M&R Extra Dry Vermouth 750 ml 2

Cambuca di Amore 750ml 0.5

~~Wheat Grass Tray~~

~~Yellow Water Supply~~
~~Machine On~~
~~Heat Baster~~

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Blue Paddle	12oz	20
Fat Tire	12oz	22
Sunshine	12oz	11
Sierra Nevada	12oz	15

Bud	12oz	25
Bud Light	12oz	18

Seagrams Tonic Water	10oz	1/2
Perrier	16.9oz	1/2

_____		_____
_____		_____
_____		_____

Bud's Ginger Brew		_____
------------------------------	--	------------------

_____		_____

Ranger IPA Ale		
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Flavorganics Amaretto 750ml 2.5

Flavorganics Irish Creme 750ml 2

~~Flavorganics Peach Cream 750ml 2~~

~~Flavorganics Blueberry 750ml 2~~

~~Flavorganics Blueberry 750ml 2~~

~~Flavorganics Raspberry 750ml 2~~

~~Flavorganics Peach Cream 750ml 2~~

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Behind the Bar

~~Guinness 1203 25 01~~
~~Samuel Smith 1203~~

Samuel Smith

~~Beck's Dark~~

Samuel Smith

Organic Lager	2003	2
Strawberry Organic	2003	7
Guinness	1203	3
New Planet		

off Grid	1203	12
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Tread Lightly	10 1203	10
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3F	1203	7
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Hopluia	1203	1
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NEBRASKA LIQUOR CONTROL COMMISSION

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EXHIBIT B

JUL 24 2012

PROMISSORY NOTE

NEBRASKA LIQUOR
CONTROL COMMISSION
Omaha, Nebraska
July 12, 2012

\$65,000.00

FOR VALUE RECEIVED, the undersigned promises to pay to the order of THOMAS M. FOSTER, at 5215 North 6th Street, Omaha, Nebraska 68110, or at such other place as the holder may designate in writing, the principal sum of Sixty-Five Thousand and No/100 Dollars (\$65,000.00), with interest thereon at the rate of four percent (4%) per annum, on \$32,819.32, of the principal remaining unpaid, from July 16, 2012, until maturity, payable as follows:

Sixty equal consecutive monthly payments of \$604.42 each, including interest upon the deferred principal amount of \$32,819.32, at the rate of four percent (4%) per annum, with the payments commencing on August 16, 2012, with a like payment due and payable on the first day of each succeeding month thereafter, until July 16, 2017, at which time the entire unpaid balance of principal and interest shall be paid in full. The payments will be applied first to accrued interest, with balance to principal.

In addition to said monthly payments of principal and interest, Maker will make consecutive monthly payments of \$500.00 to the Nebraska Department of Revenue to pay off Thomas M. Foster's sales tax debt. Maker assumes and agrees to pay Thomas M. Foster's sales tax debt to the Nebraska Department of Revenue in the amount of \$32,180.68. The monthly payments will commence on August 16, 2012, and continue until Thomas M. Foster's sales tax liability in the amount of \$32,180.68 to the Nebraska Department of Revenue is paid in full. Maker will provide Thomas M. Foster with verification of said payments to the Nebraska Department of Revenue. All payments by Maker to the Nebraska Department of Revenue will be credited against the principal due under this Note. Maker will not be charged any interest on the sales tax debt to the Nebraska Department of

Revenue in the amount of \$32,180.68, provided all payments are timely made and said sales tax debt is paid in full. Maker shall be responsible for any interest or penalties on said sales tax debt.

If any monthly payment of principal and interest is not paid within five days following its due date, or if the monthly payment to the Nebraska Department of Revenue is not made, the holder of this note may, at the holder's option, assess a late charge of fifteen percent of the amount of the payment.

If any monthly payment of principal and interest is not paid within ten days following its due date, or if the monthly payment to the Nebraska Department of Revenue is not made, or if there is a default by the undersigned in performance of any condition or covenant in the Security Agreement securing this note, or any default by the undersigned under the Asset Purchase Agreement dated July 12, 2012, or the Lease Agreement With Option To Purchase dated July 12, 2012, between the parties, the holder of this note may declare the entire unpaid balance then due and payable at once without further notice to the undersigned. Failure to exercise this option on any default shall not constitute a waiver of the right to exercise the option on any later default.

Maker shall have the option to make additional payments upon principal at any time and in any amount without penalty.

In event of sale, conveyance, or any other transfer of the Assets described in the Security Agreement executed by Maker at date hereof, the entire balance of principal and interest then due and payable hereunder shall be and become immediately due and payable. Maker acknowledges that the loan evidenced by this note and secured by the Security Agreement may not be assigned, assumed, or otherwise transferred.

All parties waive protest and consent to granting by the holder of any renewals or extensions of this note or of any installment of principal and interest, without limitation as to number or duration and without notice.

This Promissory Note is given for an actual loan of the above amount and is secured by a Financing Statement and Security Agreement covering certain Assets described in an Asset Purchase Agreement between the parties dated July 12, 2012.

NATURAL KIND, LLC,
a Nebraska Limited Liability
Company

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NEBRASKA LIQUOR
CONTROL COMMISSION

By: _____
Christopher M. Johnson
Member

By: _____
Kelly L. Johnson
Member

PERSONAL GUARANTY

To induce Thomas M. Foster to loan money to Natural Kind, LLC, a Nebraska Limited Liability Company, and for other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the undersigned, Christopher M. Johnson and Kelly L. Johnson, do hereby unconditionally personally guarantee payment of all sums due by Natural Kind, LLC to Thomas M. Foster under the foregoing Promissory Note in the principal amount of \$65,000.00, dated July 12, 2012. Thomas M. Foster shall not be required to proceed against Natural Kind, LLC or enforce any other remedy before proceeding against the undersigned. The undersigned agree to pay all attorney's fees and other expenses incurred by Thomas M. Foster by reason of default by Natural Kind, LLC or the undersigned. The undersigned consent to any extensions or modification granted to Natural Kind, LLC and the release and/or compromise of any obligations hereunder. This is a continuing Guaranty and shall not be discharged or affected by death of the undersigned, and shall bind their heirs, administrators,

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EXHIBIT "C"

EMPLOYMENT AGREEMENT

This Employment Agreement is made and entered into this 12th day of July, 2012, with an effective date of July 16, 2012, between Natural Kind, LLC, a Nebraska Limited Liability Company (hereinafter referred to as "Natural Kind") and THOMAS M. FOSTER (hereinafter referred to as "Foster").

1. Employment. Natural Kind hereby agrees to employ Foster, and Foster hereby accepts employment by Natural Kind. Foster will commence his employment with Natural Kind on July 2, 2012. Foster's employment pursuant to this Agreement shall be upon the conditions, covenants, and terms set forth in this document.

2. Duties and Obligations of Foster. Foster shall faithfully perform the duties assigned to him to the best of his abilities. Foster's duties and responsibilities may include, but are not limited to menu development, cooking, cleaning, and training and supervising employees. Foster's duties are at the discretion of Natural Kind and may change from time to time.

3. Schedule. Foster will perform his duties as needed. Natural Kind will make all reasonable efforts to schedule Foster for at least 20 hours per week, but Natural Kind offers no guaranteed schedule.

4. Term of Employment. The term of this Agreement shall be one (1) year from the commencement date of July 12, 2012, and from year to year thereafter unless either party gives sixty (60) days written notice of intent to terminate it at the end of such period. However, if no such notice is given, this Agreement shall automatically renew for additional one (1) year terms on the same terms and conditions as set forth herein.

5. Termination for Cause. This Agreement may be terminated by Natural Kind for cause. The following shall constitute "cause" for termination:

- (i) The death or disability of Foster.

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CONTROL COMMISSION

- (ii) The failure of Foster to carry out any duties, obligations, or assignments and the continuance of such failure for a period of five days after written notice of such failure to Foster by Natural Kind.
- (iii) Foster's conviction of a felony, or Foster's fraud or embezzlement.
- (iv) This Agreement may be terminated upon thirty days written notice by either party upon the destruction or condemnation of all or a significant portion of the physical premises of Natural Kind.

6. Compensation. As compensation for Foster's services under this Agreement, Natural Kind shall pay Foster a wage of \$8.00, per hour. Foster shall also receive and be eligible for any other benefits Natural Kind provides its employees.

7. Governing Law. This Agreement shall be governed by the substantive law of the State of Nebraska.

8. Notices for Purposes of this Agreement. Notices and all other communications provided for in this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally or sent by United States certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Natural Kind: Natural Kind, LLC
Attn: Christopher M. Johnson and
Kelly L. Johnson
302 South 38th Street
Omaha, NE 68131

If to Foster: Thomas M. Foster
5215 North 6th Street
Omaha, NE 68110

Or to other such address as either party may have furnished to the other in writing in accordance with this paragraph, except that notices of such change of address shall be effective only upon their receipt.

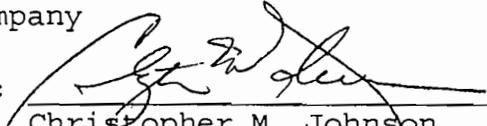
9. Mediation. In the event a dispute arises between the parties, the parties shall comply with the following mediation procedures. Within ten (10) business days after written request

(the "Request") by either party, the parties promptly shall hold an initial meeting to attempt in good faith to negotiate a settlement of the dispute. No Request concerning a dispute may be made after the time allowed by any statute of limitations applicable to such dispute. If within ten (10) days after the Request, the parties have not negotiated a settlement of the dispute, the parties jointly shall choose a mutually acceptable neutral person who is not affiliated with either of the parties. The parties shall participate in good faith in the Mediation to its conclusion which in any event shall be concluded within fifty (50) days subsequent to the Request. Any time limitations imposed herein may be extended by mutual agreement of the parties. If the parties resolve the dispute through their own negotiations or in the Mediation, the resolution shall be reduced to a written settlement agreement which shall be binding upon both parties and shall preclude any litigation with respect to such dispute. In the event that Mediation is unsuccessful, the parties shall have all rights allowed by law. In any event, all costs and expenses associated with the neutral person shall be shared equally by the parties.

IN WITNESS WHEREOF, Natural Kind and Foster have executed this Agreement on the date first above written.

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NATURAL KIND, LLC,
a Nebraska Limited Liability
Company

By: 

Christopher M. Johnson
Member

By: 

Kelly L. Johnson
Member

NATURAL KIND



Thomas M. Foster

FOSTER

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EXHIBIT "D"

ALLOCATION

1.	Goodwill	\$29,000.00
2.	Equipment, Recipes, and other Assets	35,000.00
3.	Covenant Not to Compete	1,000.00

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LEASE AGREEMENT WITH OPTION TO PURCHASE

NEBRASKA LIQUOR
CONTROL COMMISSION

THIS LEASE AGREEMENT made and entered into this 12th day of July, 2012, with an effective date of July 16, 2012, by and between THOMAS M. FOSTER, hereinafter referred to as "Landlord", and NATURAL KIND, LLC, a Nebraska Limited Liability Company, hereinafter referred to as "Tenant".

IN CONSIDERATION of the mutual agreements and promises of Landlord and Tenant, it is agreed between Landlord and Tenant as follows:

1. The Leased Premises. Landlord agrees to lease to Tenant and Tenant agrees to lease from Landlord the Premises and improvements located at 302 South 38th Street, Omaha, Nebraska; legally described as follows:

Lots One (1) and Two (2), Block Twelve (12), Highland Place, an Addition to the City of Omaha, as surveyed, platted, and recorded in Douglas County, Nebraska

hereinafter referred to as "the Premises".

2. Lease Term. The term of this Lease Agreement shall commence on July 16, 2012, and shall continue for a period of sixty (60) months expiring on July 16, 2017. Upon the expiration of the term, Tenant shall have the option to purchase the Premises pursuant to paragraph 22. of this Agreement.

3. Use of Premises. The Premises are leased to Tenant and are to be used by Tenant for the sole purpose of a full service restaurant that serves its meals on non-disposable dishware. Tenant agrees to comply with all applicable governmental laws, ordinances, and regulations in connection with its use of the Premises, to keep the Premises in a clean and sanitary condition, to keep the Premises and all sidewalk and approaches thereto in a safe condition free and clear of ice and snow and all other matter which may be dangerous to the public and free of all obstructions, and to use all reasonable precaution to prevent waste, damage, or injury to the Premises.

4. Rent. The monthly rent shall be in the amount of Two Thousand Three Hundred Dollars (\$2,300.00) and shall be due and payable on or before the first day of each month. The monthly rent shall be delinquent if paid after the fifth day of the month and a late charge of \$100.00, will be assessed on all rents received after the fifth of the month. The rent for July, 2012 shall be prorated between the parties.

5. Operating Expenses. This is a net-net-net Lease. In addition to the Rent, Tenant shall pay the operating expenses of the Premises including parking areas, driveways, and grounds. "Operating expenses" shall mean all costs of maintaining and operating the Premises, including but not limited to all taxes and special assessments levied upon the Premises, fixtures, and

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personal property at the Premises, all insurance costs, all costs of labor, materials, and supplies for maintenance, repair, replacement, and operation of the Premises, 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 Tenant's management costs. Landlord, however, agrees to pay any real estate taxes due and delinquent in 2011, and the first half of the real estate taxes due and delinquent in 2012, and also reimburse Tenant for 15 days of the second half of the real estate taxes due and delinquent in 2012, from July 1, 2012, to July 15, 2012, by September 12, 2012. Landlord will reimburse Tenant for any interest incurred by Tenant if Landlord does not pay the first half of the real estate taxes due and delinquent in 2012, by August 1, 2012.

6. Services. Landlord shall furnish no services to the Premises. Tenant shall pay when due, all water, gas, cable, internet, electricity, and sewer use fees incurred at or chargeable to the Premises.

7. Condition of the Premises. Tenant is satisfied with the physical condition of the Premises and agrees that at the termination of this Agreement, and if Tenant does not purchase the Premises, that Tenant will surrender the Premises to Landlord in as good a condition as when this Agreement

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NEBRASKA LIQUOR

commenced, reasonable wear and tear excepted. By execution of this Agreement, Tenant accepts the Premises in their present condition. Tenant agrees to accept the Premises both now and upon exercise of the option to purchase granted herein "AS IS" in their present condition.

8. Improvements. If Tenant desires to make improvements or alterations or do any redecorating or remodeling to the Premises or paint the Premises, Tenant may, after receiving prior written permission from Landlord, undertake to make such improvements, alterations, redecorating, remodeling, or painting at Tenant's own expense. Absent a written agreement to the contrary, such modifications shall become a part of the Premises and be the property of the Landlord at the termination of this Lease if Tenant does not exercise Tenant's option to purchase. Tenant may not remove or alter the dishwasher in the Premises without the prior written consent of Landlord.

9. Repairs. Tenant agrees that it will make, at its own cost and expense, all repairs and replacements to the interior and exterior of the Premises including, but not limited to, all interior and exterior doors, door frames, windows, plate glass, and the heating, air conditioning, plumbing, and electrical systems servicing the Premises. Tenant agrees to do all redecorating, remodeling, alterations, and painting required by it during the term of the Lease at its own cost and expense, to

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pay for any repairs to the Premises made necessary by any negligence or carelessness of Tenant or any of its agents or employees or persons permitted on the Premises by Tenant, and to maintain the Premises in a safe, clean, neat and sanitary condition.

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 steam, electricity, sewage, gas, or odors, or from water, rain, or snow which may leak into, issue, or flow into the Premises, or from any other place, or for any damage done to Tenant's property in moving same to or from the Premises. Tenant shall give Landlord, prompt written notice of any damage to or defects in water pipes, gas, or warming or cooling equipment in the Premises.

11. Assignment or Sublet. Tenant may not assign this Lease Agreement or sublet the Premises. This non-assignment provision shall include any right Tenant may have to purchase the Premises.

12. Entry. Landlord shall have the right to enter the Premises after giving reasonable advance notice to Tenant. In the event of an emergency where there is an imminent risk of

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damage to property or injuries to persons, no notice to Tenant shall be required prior to Landlord entering the Premises.

13. 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 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.

Tenant agrees to procure and maintain continuously during the entire term of this Lease, a policy or policies of casualty insurance, naming Landlord as a loss payee, which shall keep the structures on the Premises insured against damage and destruction by fire, flood, earthquake, vandalism, and other perils in the amount of the full replacement value of such structures, as the value thereof may exist from time to time. Such insurance shall insure Tenant, shall include an extended coverage endorsement of the kind required by an institutional lender to repair and restore such structures, and Tenant shall provide Landlord with copies of the policies or certificates evidencing that such insurance is in full force and effect and

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stating the terms and provisions thereof. If Tenant fails to comply with such requirements for insurance, Landlord may, but shall not be obligated to, obtain such insurance and keep the same in effect, and Tenant agrees to pay Landlord, upon demand, the premium cost thereof.

14. 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, except as the same may be the result of the negligence of Landlord, his employees, or agents.

15. 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

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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 as an additional Insured or loss payee and shall provide coverage in a combined single limit per occurrence of at least \$1,000,000.00/\$2,000,000.00 for claims, demands or actions for bodily injury, death, or property damage made by or on behalf of any person or persons, firm, or corporation arising from, related to, or connected with the conduct and operation of Tenant's business in the Premises, or arising out of and connected with the use and occupancy of the Premises by the Tenant. All such insurance including the insurance required in paragraph 13. of this Lease shall provide that Landlord shall be given a minimum of ten (10) days notice by the insurance company prior to cancellation, termination, or change of such insurance. Tenant shall provide Landlord with copies of the policies or certificates evidencing that such insurance in full force and effect and stating the term and provisions thereof. If Tenant fails to comply with such requirements for insurance, Landlord may, but shall not be obligated to, obtain such insurance and keep the same in effect, and Tenant agrees to pay Landlord, upon demand, the premium cost thereof.

16. Damage By Fire Or Other Casualty. If, during the term of this Lease, the Premises shall be so damaged by fire or any

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other cause so as to render the Premises untenable, the rent shall be abated while the Premises remain untenable; and in the event of such damage, Tenant shall elect whether to repair the Premises or to cancel this Lease, and shall notify Landlord in writing of its election within sixty (60) days after such damage. In the event Tenant elects to repair the Premises, the work or repair shall begin promptly and shall be carried on without unnecessary delay. In the event Tenant elects not to repair the Premises, the Lease shall be deemed canceled as of the date of the damage and any insurance proceeds with respect to property damage shall be payable to Landlord. Such damage shall not extend the Lease term.

17. 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. 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.

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COMMISSION

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.

18. 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 and if such nonperformance shall continue for a period of fourteen (14) days (or if such performance or compliance cannot reasonably be completed within fourteen (14) days, then if Tenant should fail to commence performance or compliance in such fourteen (14) day period or thereafter fail to pursue diligently completion of such performance or compliance) after notice thereof by Landlord to Tenant, time being of the essence.

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19. 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 reasonable rental value of the Premises, 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.

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20. Surrender - Holding Over. Tenant shall, upon termination of this Lease, whether by lapse of time or otherwise, except in the case of termination due to casualty as in paragraph 16. above, 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 Hundred Percent (200%) the monthly rent specified in the Lease immediately before termination.

21. Liens and Encumbrances. Landlord will not place any liens and encumbrances on the Premises superior in lien and effect to this Lease during the term of the Lease.

22. Purchase of Real Estate. On or before July 16, 2017, Tenant shall have the exclusive right to purchase the Premises according to the following terms and conditions (for purposes of the subsequent recitation of the terms of the purchase option, Landlord shall be referred to as "SELLER" and Tenant shall be referred to as "BUYER"):

- (a) BUYER shall pay to SELLER in cash the sum of TWO HUNDRED TWENTY-FIVE THOUSAND and NO/100 DOLLARS (\$225,000.00) for the Premises, but Buyer will receive

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a credit toward the purchase price of \$500.00 per month from the rent it actually pays pursuant to paragraph 4. of this Lease up to a maximum of \$30,000.00, provided Buyer pays said rent to Seller, and Buyer purchases the Premises.

- (b) The closing date of this Agreement shall be July 12, 2017, or sooner if BUYER elects to purchase the Premises prior to July 16, 2017.
- (c) SELLER shall furnish BUYER with an owner's policy of title insurance covering the Premises in the amount of the purchase price herein, which policy of title insurance shall insure a good and merchantable title to the Premises. The cost of said title insurance shall be paid one-half by the SELLER and one-half by the BUYER. BUYER agrees, should a valid title defect exist, SELLER has a reasonable time to correct said defect not to exceed sixty (60) days from the date of closing. The closing date shall automatically be extended, if necessary, to permit SELLER to cure any such defects. If there are defects that cannot be corrected within sixty (60) days of the date of closing, this Agreement may be terminated by BUYER.
- (d) SELLER agrees to execute and deliver to BUYER a Warranty Deed in favor of BUYER at closing.
- (e) BUYER hereby acknowledges that prior to the execution of this Agreement, BUYER has made a physical inspection of the Premises, and BUYER accepts the Premises in their present condition, "AS IS", with no warranties of any nature, either expressed or implied, having been made by SELLER.

23. MISCELLANEOUS.

- (a) Amendment in Writing. This Lease contains the entire agreement between the parties and may be amended only by subsequent written agreement.
- (b) 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 his rights or remedies hereunder and shall not be deemed a waiver of any subsequent breach or default of any such terms, conditions, and

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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.

- (c) 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 surrender.
- (d) 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.
- (e) Brokers. Tenant hereby warrants that no real estate broker has or will represent it in this transaction and that no finder's fees have been earned by a third party.
- (f) Applicable Law. This Lease shall be governed by and construed in accordance with the laws of the State of Nebraska.

24. Notices. Any notice or demands given hereunder shall be given in writing and sent by registered or certified mail to Landlord at:

Landlord: Thomas M. Foster
5215 N. 6th Street
Omaha, NE 68110

Tenant: Natural Kind, LLC
302 S. 38th Street
Omaha, NE 68107

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.

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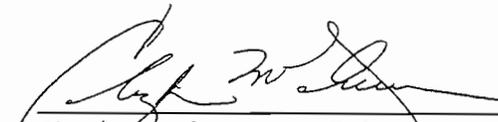
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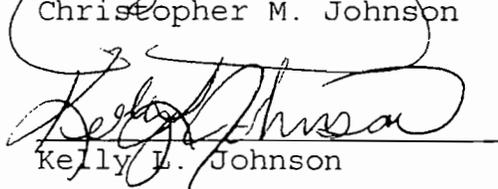
PERSONAL GUARANTY

To induce Thomas M. Foster to enter into the foregoing Lease Agreement With Option to Purchase and lease the Premises located at 302 South 38th Street, Omaha, Nebraska, to Natural Kind, LLC, a Nebraska Limited Liability Company, and for other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged by the undersigned, the undersigned Christopher M. Johnson and Kelly McNamara Johnson do hereby unconditionally personally guarantee the payment and performance of the agreements, promises, and covenants made by Natural Kind, LLC in the foregoing Lease Agreement With Option To Purchase with Thomas M. Foster dated July 12, 2012. Thomas M. Foster shall not be required to proceed against Natural Kind, LLC or enforce any other remedy before proceeding against the undersigned. The undersigned agree to pay all attorney's fees and other expenses incurred by Thomas M. Foster by reason of default by Natural Kind, LLC or the undersigned. The undersigned consent to any extension or modification granted to Natural Kind, LLC and the release and/or compromise of any obligations hereunder. This is a continuing Guaranty and shall not be discharged or affected by death of the undersigned, and shall bind their heirs, administrators, representatives, and successors, and may be enforced by or for the benefit of any assignee or successor of Thomas M. Foster.

DATED: July 12, 2012



Christopher M. Johnson



Kelly L. Johnson

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ASSET PURCHASE AGREEMENT

Not
Signed
Seller

THIS ASSET PURCHASE AGREEMENT is made this 12th day of July, 2012, with an effective date of July 16, 2012, by and between THOMAS M. FOSTER, 5215 North 6th Street, Omaha, NE 68110 ("Seller") and NATURAL KIND, LLC, a Nebraska Limited Liability Company, 302 South 38th Street, Omaha, NE 68107 ("Buyer").

RECITALS:

A. Seller is the owner of a restaurant business known as "McFoster's Natural Kind Café" located at 302 South 38th Street, Omaha, Nebraska (the "Business").

B. Seller desires to sell to Buyer and Buyer desires to purchase from Seller certain assets of the Business. The assets sold to Buyer are the name "McFoster's Natural Kind Cafe", the goodwill of the Business, and the equipment, recipes, and goods used in the Business.

C. To induce Buyer to purchase the assets from Seller, and as further consideration for such purchase, Seller agrees to abide by the covenants in paragraph 6. of this Agreement for a period of five years.

D. To induce Seller to sell the assets to Buyer, and as further consideration for such purpose, Christopher M. Johnson and Kelly L. Johnson agree to personally guarantee the payment of the purchase price for the assets and to personally guarantee the

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payment and performance of Buyer's other agreements, covenants, representations, and warranties in this Agreement.

E. The parties wish to enter into this Asset Purchase Agreement (this "Agreement") to set forth the terms and conditions of such asset purchase.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is agreed as follows:

1. Sale of Assets. Seller agrees to sell and assign to Buyer, and Buyer agrees to purchase and assume from Seller the following:

a) Assets, Goodwill, and Trade Name. All of Seller's assets described in the attached Exhibit "A" and incorporated herein by reference, along with Seller's goodwill, the trade name "McFoster's Natural Kind Cafe", Seller's telephone number, customer lists, vendor lists, recipes, culinary techniques, intellectual property related to the restaurant, rolling stock, tools, and any trademarks or logos, including the Carrot logo. The assets described in this paragraph 1.(a) are collectively referred to as the "Assets" in this Agreement. Seller will retain the following assets: Janis Joplin poster, miscellaneous décor, and television in office.

b) Inventory. Seller and Buyer will perform an inventory of all food stock, liquor, beer, wine, and other miscellaneous supplies on the evening of July 15, 2012, and

Buyer will purchase the inventory from Seller at Seller's cost, which purchase price will be payable by Buyer to Seller sixty (60) days after the Closing Date. The purchase price for the inventory will be in addition to the purchase price for the Assets.

2. Purchase Price, Payment, and Allocation. The total purchase price for the Assets shall be of \$75,000.00, payable as follows:

a) Closing Date Payment. The amount to be paid to Seller by Buyer on the Closing Date, as defined below, shall be the sum of Five Thousand and NO/100 Dollars (\$5,000.00) (the "Closing Date Payment"). Seller acknowledges he has been paid \$5,000.00, by Buyer on June 12, 2012, in connection with the parties' Letter of Intent.

b) Buyer's Promissory Note. Buyer will pay to Seller the balance of the purchase price by executing a Promissory Note in favor of Seller in the principal amount of \$65,000.00, secured by a first security interest on the Assets, payable in sixty (60) equal consecutive monthly payments of principal and interest of \$604.42, with the payments commencing on August 16, 2012, with all principal and interest due and payable on August 16, 2017. The interest rate on the Promissory Note will be 4% per annum. As part of the Promissory Note, Buyer is assuming and agreeing to pay Seller's obligation to the Nebraska Department of Revenue for

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sales taxes in the amount of \$32,180.68. A copy of the Promissory Note is attached hereto as Exhibit "B" and by reference made a part of this Agreement.

c) Employment Agreement. On Closing Date, Seller and Buyer will execute the Employment Agreement attached hereto as Exhibit "C" and by reference made a part of this Agreement.

d) Allocation of Purchase Price. The purchase price for the Assets shall be allocated amongst the Assets in accordance with Internal Revenue Code section 1060, as amended, all as shown on Exhibit "D" attached hereto and incorporated herein by reference. Said allocation shall be binding upon the parties for purposes of all federal, state, and local taxation purposes.

e) Johnson Guaranty. Christopher M. Johnson and Kelly L. Johnson will personally and unconditionally guarantee the payment of the purchase price in full to Seller and personally guarantee the payment and performance of Buyer's other agreements, covenants, representations, and warranties in this Agreement.

f) Security. The purchase price will be secured by a first security interest on the Assets in favor of Seller.

g) Liquor License. Buyer will be responsible for obtaining its own liquor license, and Seller makes no representations or warranties regarding the existing liquor license related to the Business. Buyer indemnifies and holds

Seller harmless from any fines, penalties, liability, claims, or causes of action of any kind whatsoever, including Seller's attorney fees, related to Seller's liquor license from and after Closing Date.

h) While Seller is selling the tradename "McFoster's Natural Kind Café" to Buyer, Seller may use said tradename in any book he writes. Also, Seller may use said tradename for any other purpose, provided he obtains the prior written consent of Buyer.

3. Closing.

a) Closing Date and Effective Date of Closing. The Closing date shall be July 12, 2012 (the "Closing Date"). The Closing will take place at the offices of Seller's attorneys on July 12, 2012, at 3:00 P.M.

b) Seller's Closing Documents. On the Closing Date, upon payment by Buyer of the Closing Date Payment, Seller shall deliver to Buyer: (i) a General Assignment and Bill of Sale for the Assets in a form satisfactory to Buyer; and (ii) any and all other instruments of sale, conveyance or assignment that may be required for the proper transferring by Seller to Buyer of all of the Assets. All the Assets shall be transferred to Buyer free and clear of any and all liens, claims, and encumbrances, except any sales taxes or real estate taxes owed by Seller.

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c) Buyer's Closing Documents. On the Closing Date, Buyer will deliver to Seller: (i) the executed Promissory Note attached as Exhibit "B"; (ii) the Lease Agreement With Option to Purchase; (iii) a Financing Statement and Security Agreement on the Assets in favor of Seller granting Seller a first security interest on the Assets; (iv) copies of Buyer's resolutions approving the purchase of the Assets, a copy of Buyer's Operating Agreement, and a Certificate of Good Standing for Buyer; and (v) the Employment Agreement attached hereto as Exhibit "C". The Closing of this transaction is wholly contingent upon Buyer delivering the Closing Date Payment and all of the documents described in paragraph 3.(c) of this Agreement to Seller.

d) Liabilities. Buyer is purchasing Assets only, and does not assume any liabilities, obligations, or undertakings of Seller, whether fixed or contingent, known or unknown, due or not yet due, except for Seller's sales taxes Buyer assumes and agrees to pay pursuant to Buyer's Promissory Note attached hereto as Exhibit "B". Seller shall indemnify, defend, and hold Buyer harmless from and against any and all claims, demands, suits, expenses, losses, damages, or liabilities, including attorneys fees, arising directly or indirectly from or in connection with the operation of the Business prior to July 16, 2012. Seller agrees to pay any sales tax liability to the Nebraska Department of Revenue from May 31, 2012, through July 15, 2012. Buyer shall

indemnify, defend, and hold Seller harmless from and against any and all claims, demands, suits, expenses, losses, damages, or liabilities, including attorney fees, arising directly or indirectly from or in connection with the operation of the Business on or after July 16, 2012. Buyer further indemnifies and holds Seller harmless from Seller's sales tax obligation to the Nebraska Department of Revenue in the amount of \$32,180.68.

4. Representations and Warranties of Seller. Seller makes the following representations and warranties, all of which shall survive the Closing:

- a) Seller owns good, indefeasible, and marketable title in and to Assets, which, at Closing, will be free and clear of any mortgage, pledge, lien, judgment, claim, security interest, charge, option, or encumbrance of any nature whatsoever, except Seller's obligation to the Nebraska Department of Revenue for sales taxes and any lien created as a result of said obligation. Seller has taken all steps necessary or otherwise required to perfect and protect his rights in and to the Assets, and has the full right and power to sell, transfer, and assign the Assets to Buyer without restriction;
- b) The execution and delivery of this Agreement and the consummation of the transactions contemplated herein will not result in the creation of any lien or encumbrance upon the Assets other than as contemplated herein, nor will this Agreement violate any existing statute, order, writ, injunction, or decree of any court, administrative agency, or governmental body;
- c) Seller is neither a party to nor the subject of any pending suit, action, or legal, administrative, arbitration, or other proceeding or governmental investigations affecting the Business or the Assets, and to the best of Seller's knowledge, no

such suit, action, proceeding, or investigation is threatened. There is no outstanding order, writ, injunction, or decree of any court, governmental agency, or arbitration tribunal against or affecting the Business or the Assets;

- d) There are no judgments, liens, actions, or proceedings pending against Seller, except any lien created as a result of Seller's obligation to the Nebraska Department of Revenue; and
- e) Notwithstanding anything contained herein to the contrary, Buyer is purchasing only the Assets described in this Agreement, and Buyer shall not be liable for any liabilities of Seller whatsoever, whether due or to become due, fixed or contingent, known or unknown.

5. Representations and Warranties of Buyer. Buyer makes the following representations and warranties all of which shall survive the Closing:

- a) This Agreement and the transactions contemplated hereby will not result in the breach or termination of any provisions of, or constitute a default under, any agreement or other instrument to which Buyer is a party, nor will this Agreement violate any existing statute, order, writ, injunction, or decree of any court, administrative agency, or governmental body; and
- b) This Agreement has been duly executed and delivered by Buyer and constitutes the valid, legally binding obligation of Buyer in accordance with its terms.

6. Covenant Not To Compete. Seller agrees for a period of five (5) years from and after July 16, 2012, that Seller will not, within a fifteen (15) mile radius of 302 South 38th Street, Omaha, Nebraska, without the prior written consent of Buyer, individually, separately, or on behalf of or in conjunction with

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any other person or entity, either directly or indirectly, own or operate a vegetarian, whole food, organic, or similar restaurant of any kind. The parties agree that the remedy at law for any breach of this covenant is inadequate and Buyer will be entitled to injunctive relief if Seller breaches this Agreement. The parties also acknowledge that if Seller is no longer employed by Buyer, Seller may work as an employee at any type of restaurant anywhere in Omaha, Nebraska, or elsewhere, except he may not work for a vegetarian, whole food, organic, or similar restaurant of any kind within a fifteen (15) mile radius of 302 South 38th Street, Omaha, Nebraska, for a period of five (5) years from and after July 16, 2012.

7. Successors. This Agreement shall bind and benefit the parties hereto and their respective heirs, legal representatives, and successors.

8. Counterparts. This document may be executed in one or more counterparts, each of which shall be considered an original.

9. Severability. In the event any portion of this Agreement is determined by a court of competent jurisdiction to be void, illegal, or otherwise unenforceable, all other terms of the Agreement shall remain in full force and effect and this Agreement shall be enforced as if the void, illegal, or otherwise unenforceable provision did not exist.

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10. Choice of Law; Litigation. This Agreement shall be construed under and governed by the laws of the State of Nebraska without respect to its choice of law considerations. The exclusive venue for any litigation between the parties involving this Agreement shall be the Douglas County District Court for the State of Nebraska.

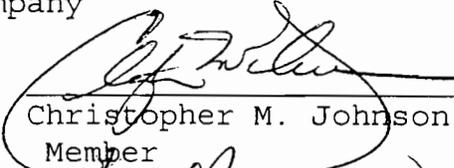
IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the day and year first above written.

Thomas M. Foster

SELLER

NATURAL KIND, LLC,
a Nebraska Limited Liability
Company

By: _____


Christopher M. Johnson
Member

By: _____


Kelly L. Johnson
Member

BUYER

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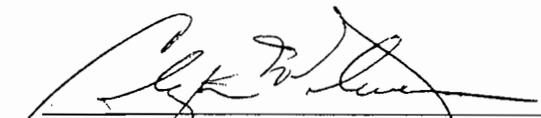
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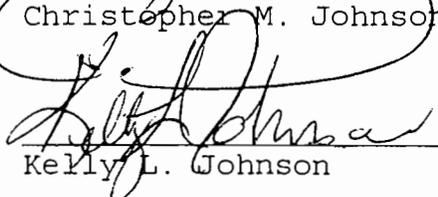
PERSONAL GUARANTY

To induce Thomas M. Foster to sell the Assets to Natural Kind, LLC, a Nebraska Limited Liability Company, and for other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the undersigned, Christopher M. Johnson and Kelly L. Johnson, do hereby unconditionally personally guarantee the payment and performance of the promises, agreements, covenants, representations, and warranties made by Natural Kind, LLC in the foregoing Asset Purchase Agreement with Thomas M. Foster dated July 12, 2012. Thomas M. Foster shall not be required to proceed against Natural Kind, LLC or enforce any other remedy before proceeding against the undersigned. The undersigned agree to pay all attorney's fees and other expenses incurred by Thomas M. Foster by reason of default by Natural Kind, LLC or the undersigned. The undersigned consent to any extension or modification granted to Natural Kind, LLC and the release and/or compromise of any obligations hereunder. This is a continuing Guaranty and shall not be discharged or affected by death of the undersigned, and shall bind their heirs, administrators, representatives, and successors, and may be enforced by or for the benefit of any assignee or successor of Thomas M. Foster

DATED: July 12, 2012.



Christopher M. Johnson



Kelly L. Johnson

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EXHIBIT A

ASSETS

The Kitchen - Equipment

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1 - True TSSU 60-16 Serial #3730285
Roll away cart United Service Equipment Co. Model 71-321 Serial #SJ3876
Vollrath Co. 3 shelf roll away cart 97121
Seuicot mop sink - concrete
Size No. 1 - 1994 Edlund can-opener UC0899
1 - small Kitchen Aid Mixer no serial #
24 x 50 stainless steel table with no lower shelf, thus no inspection plate or serial #
42 x 27 sink no serial #, new faucet, gate value shutoffs
Areohot, stainless steel prep stable with 2 drawers and a lower shelf (46 long) serial # scrubbed off
True Refrigerated make- table Model TPP-44 Serial #1-2857394
34 x 31 stainless steel cart/grill stand 3 shelves no #s
Gas US Range 30 char broiler 3s scrubbed off
Heavy duty 36 equipment stand on wheels w/lower shelf
Gas Rankin Deluxe cheese melter (or Salamander) all #s scrubbed off 36 wide one shelf
10 gallon - gas - Frymaster Fryer - the #s were probably on the inside of the door and its gone
True sandwich make-table 48 long w/bread board Model #TSSU-48-18M-B 2 doors Serial #1-4228311
Waterless Food Warmer (steam table) gas-has 3 working wells Model SRSR
2 - Cory Sta-Hot food warmers
Ansul R-105 wet chemical fire suppression system (3 gallon tank)
Stainless steel hood 13 x 4 with gutters and 7 hood filters
Exhaust fan above the back door, unknown make or model, Goodwin Tucker puts a new belt on it occasionally
7 ft. stainless steel shelf above the 2 dr. true make-up unit
4 - magnetic knife holders
1 - Pressure cooker
1 - Stainless S. Mandoline (MANUAL vegetable processor)
Basement

1 - Hobart 30 qt mixer with stainless steel bowl, whip, paddle, vegetable shredder, and slicer on a 2 shelf equipment stand
Hobart AM-14 hot water dishwasher
Hatco booster heater Serial #9422870004
Hobart slicer (couldn't find numbers)
4 well sink - (1st 2 wells leak into each other)
2 new faucets
4 - galvanized equipment shelves, 14 shelves on 8 risers
88 x 27 stainless steel drain & dry table
78x25x75 "L" shaped spray station with elevated sprayer, faucet, sink, and crap trap. All stainless with a 7 splash guard.
40 ft. high - temp hose hooked directly to an Aqua Star on demand water heater
True 2 dr. counter/cooler w/above counter shelf Mode TUC-60 Serial #3959890
General Electric Chest Freezer - Model #FCM7 DMBWH Serial #LG948674

Dayton Direct Drive Fan Model #9K953AE47479-LR83
True window cooler Model #GDM-26 Serial #1216478
11 - dish racks for running dishes through the dishwasher

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Upstairs

4 - 8x30 party tables, plastic tops
1 - 8x30 simulated wood grain tops
30 - grey vinyl stack chairs w/chrome legs
1 - 8x30 elevated party table (counter high 36)
1 - 8x36 wood simulated banquet table
2 - 3x3 hardwood trimmed green Formica tables #56246 #59556 fisher fixture (PS I have 2 more of these tables in storage if you want them)
3 - 2x2 Little King Green Formica cocktail tables
1 - 30x24 black Formica table
4 - 42x24 simulated wood grain Formica tables
3 - 30x30 simulated wood grain Formica tables
7 - folding chairs, black, wooden with wicker seats
Hobart Coffee Grinder Model 3440 Serial #1123672
Toshiba Television Model #46HX83 Serial #17600472
Easy-Erase blackboard 8 t x 46
Badger "Shur-Out" fire extinguisher
Classification 3-A:30-BC AC352408
2 - 7 ft long bench seats vinyl seats fabric backs
1 - True 2 dr window cooler Serial #184445
Hotpoint residential type refrigerator/freezer Model # unknown
Storeroom - 2 steel shelves, 1 - 6 shelf unit, 1 - 4 shelf unit and one stainless unit, with 5 shelves, on wheels

1/6 Channel Mixer and Board w/ Amplifier
Music equipment for restaurant
Office

1 - 6 shelf unit
2 - Desks 1 locks-up with 5 steel drawers, the other is just a table for the fax machine and word processor
1 - office chair
1 - security system (obsolete)
1 - fax machine

Not counted yet as of 5/22/12

Silverware
Vollrath stainless pans
Plastic Lexannes (plastic tubs w/lids)

1 - Dry Chemical Fire Extinguisher Class 2-A:10-B
30 - 6 page menu covers 6 1/2 x 9
2 - Wells waffle irons Model WB1 Serial #SB25663; Model #WB1 Serial #SB25667
True 4 dr window cooler Model T-49-2-G-2 Serial #1-3474961
Panasonic "Inverter" microwave w/carousel
Hobart 4 dr cooler Model #02 Serial #32-520-596
True line freezer Model WTF48A Serial #5505825
Imperial 10 burner stove with shelf, bread board and 2 ovens 09409
24 x 24 220 volt flat grill General Electric no model or serial #

The Patio

5 - tables, round 42
31 - patio chairs
1 - round table 30
1 - oval table 54 x 42
3 - round tables 48
1 - round table 54
2 - painted whiskey barrels, planters
3 - round unpainted wooden planters
1 - antique gas station 36 x 32 on a very sturdy steel stand - pivots with the wind - awesome
8 - plastic planters full of herbs and flowers
1 - 8 ft tall Fichus tree in a 20 diameter pot
5 - table umbrellas
1 - lg. oval umbrella
1 - 18 diameter clay pot full of tarragon and mint

The Restrooms

2 - stainless steel trash cans
1 - changing table

The Lobby

1 - Evans display cooler Serial #89-1538
48 x 42 display cabinet - 42 in high
Wooden Bench, made in Mexico 41 long
Fallon Electric Sign No. HG-311, 999 Serial #091207 FR001880
Intelicall pay phone #3003
Stainless steel wine bucket, with stand

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Things McFosters Needs

New floor mats
New gaskets for the keg cooler behind the bar
Repair the bar top
New menu covers
The last burner on the steam table's has a stripped out gas line that the manifold can't screw into tightly I have a couple of manifold "flowers" to give you.
The wheel cooler needs a new hinge
True 2 dr. window cooler
Install a new door handle on the dishwasher - there's one at the bottom of the basement chairs - the Hobart Tech needs to install it
A new air make-up fan, a squirrel cage type is needed
New carpet for the stairway

Main Dining Room

28 - chrome and grey vinyl chairs
8 - booths - 5 double seats with glass partitions 3 - single seats with glass partitions and 3 - single bench seats without glass partitions
12 - Hardwood tables 42" x 30" (7 - with floor mounts, 5 - on standard, 4 - leg stands)
2 - Hardwood tables 24" x 30" (on 4 leg stands)
1 - green Formica table with oak trim 24" x 30"
1 - hardwood table 36" x 24"
5 - hardwood high chairs
2 - Red plastic booster chairs
1 - blackboard 60" x 44"
1 - blackboard 72" x 48" with light
4 - bass-reflex high-performance speakers (Pyramid Gold Series)
27 sets - ceramic sugar packet holders and salt and pepper shakers
Bunn Omatic coffee maker 5 burner Model #RT35 Serial #227998 w/water filter
5 - coffee pots
9 - qt. stainless steel coffee pots
12 - half pint stainless steel creamers
Server station 36" x 32" with sink
3 - stainless steel coffee containers with lids
2 - stainless steel tray stand
4 - oval server trays plastic 27" x 22"
1 - wooden folding tray stand
1 - bus station fuchsia Formica top 42" x 36" 2 shelves built in, 1 removable
1 - AMANO Electronic Time Clock TCX-21 Serial #303041551
1 - Oak Time Card holder
5 - maintenance engineering florescent light bulbs 8 ft. for kitchen
4 - linen bags with 2 hampers
1 - Riccar Vacuum Cleaner Serial #9C0009936

The Room Behind the Bar

Delfield 3 dr. Refrigerator Model 6076-5 Serial #179653-T
Hoshizaki - cube star ice machine Model KM-500MWE (Serial #D00332B)
Travlsen 2 dr. freezer Model GLT2-32WVT Serial #174525 (*This freezer is not working. Call
Marking Refrigeration at 402-895-0255 refer to invoice #71729 estimated cost of repair is
approximately \$450.00)
Pre-Amp Mixer Serial #5117061
American D.J. XOM25OT
Sound Tech PL1004 Amplifier Serial #K93061482
Mixer Niles Audio SVC-4L Serial #001260
2 - Type FG482 CO2/Nitrogen Gas Tanks for Keg Beer

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The Bar

San Marco Cappuccino machine Model 85-PRAC-16M Matr00631612 Manufacture Date
8/11/2002 Made in Italy
3 well bar sink, LaCrosse, 2 faucets model 04 C3 Serial # has been scrubbed off
Ice Bin, IMI Cornelius Inc., Model #2123 Serial #09604KB6755
Ruby Juicer (Serial #3717)
Samson Wheatgrass Juicer Model GB9001 Serial #20071017
Black & Decker Citrus Juicer and spare parts
Vita-Mix Blender Model VM0103 Item #001311
Sharp electronic cash register Model XE-A406 Serial #00001170
Beverage Air 2-dr. Keg Cooler Model 0136 with tappers no serial #
Glassware: 42.- Libby 12 oz. rocks glasses
4 - 4 oz. Libby rocks glasses
11 - 9 oz. Libby rocks glasses
6 - shot glasses
26 - 10.5 oz. white wine glasses
5 - 12 oz. red wine glasses
10 - Martini glasses, various sizes
Bush 4-dr. bottle cooler "built into" the bar no serial # or model # this cooler has a separate
compressor above the bar in a store room crawl space that was replaced by Greater Omaha
Refrigeration about 2 years ago.
Kenmore freezer small 6 sq. ft. maybe.
Water filtration system for the cappuccino (espresso) machine, the pop gun and the coffee
machine serviced semi-annually by United Distributors, Inc.
Espresso Mill - - - RR 09967-C36981
9 - Jasper Chair Bar Stools, chair #103US BS 30
Model 5R carbon dioxide fire extinguisher

Sheet pans
Ramikens
Dishes All Arcoroc
Knives and bread boards
Garbage cans
Mops & mop buckets
Kitchen utensils, lg. spoons, ladles, whips, dishers, measuring cups, peelers, small coffee
grinders
Stainless syrup pitchers
Silverware racks
Coffee cups
Pots and pans all stainless
Teflon fry plans (over 100)
Bus tubs
Potted plants in dining room
Strainers, colanders, cheesecake and muffin pans
Serving trays and bowls

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**NEBRASKA LIQUOR
CONTROL COMMISSION**

EXHIBIT B

PROMISSORY NOTE

\$65,000.00

Omaha, Nebraska
July 12, 2012

FOR VALUE RECEIVED, the undersigned promises to pay to the order of THOMAS M. FOSTER, at 5215 North 6th Street, Omaha, Nebraska 68110, or at such other place as the holder may designate in writing, the principal sum of Sixty-Five Thousand and No/100 Dollars (\$65,000.00), with interest thereon at the rate of four percent (4%) per annum, on \$32,819.32, of the principal remaining unpaid, from July 16, 2012, until maturity, payable as follows:

Sixty equal consecutive monthly payments of \$604.42 each, including interest upon the deferred principal amount of \$32,819.32, at the rate of four percent (4%) per annum, with the payments commencing on August 16, 2012, with a like payment due and payable on the first day of each succeeding month thereafter, until July 16, 2017, at which time the entire unpaid balance of principal and interest shall be paid in full. The payments will be applied first to accrued interest, with balance to principal.

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In addition to said monthly payments of principal and interest, Maker will make consecutive monthly payments of \$500.00 to the Nebraska Department of Revenue to pay off Thomas M. Foster's sales tax debt. Maker assumes and agrees to pay Thomas M. Foster's sales tax debt to the Nebraska Department of Revenue in the amount of \$32,180.68. The monthly payments will commence on August 16, 2012, and continue until Thomas M. Foster's sales tax liability in the amount of \$32,180.68 to the Nebraska Department of Revenue is paid in full. Maker will provide Thomas M. Foster with verification of said payments to the Nebraska Department of Revenue. All payments by Maker to the Nebraska Department of Revenue will be credited against the principal due under this Note. Maker will not be charged any interest on the sales tax debt to the Nebraska Department of

Revenue in the amount of \$32,180.68, provided all payments are timely made and said sales tax debt is paid in full. Maker shall be responsible for any interest or penalties on said sales tax debt.

If any monthly payment of principal and interest is not paid within five days following its due date, or if the monthly payment to the Nebraska Department of Revenue is not made, the holder of this note may, at the holder's option, assess a late charge of fifteen percent of the amount of the payment.

If any monthly payment of principal and interest is not paid within ten days following its due date, or if the monthly payment to the Nebraska Department of Revenue is not made, or if there is a default by the undersigned in performance of any condition or covenant in the Security Agreement securing this note, or any default by the undersigned under the Asset Purchase Agreement dated July 12, 2012, or the Lease Agreement With Option To Purchase dated July 12, 2012, between the parties, the holder of this note may declare the entire unpaid balance then due and payable at once without further notice to the undersigned. Failure to exercise this option on any default shall not constitute a waiver of the right to exercise the option on any later default.

Maker shall have the option to make additional payments upon principal at any time and in any amount without penalty.

In event of sale, conveyance, or any other transfer of the Assets described in the Security Agreement executed by Maker at date hereof, the entire balance of principal and interest then due and payable hereunder shall be and become immediately due and payable. Maker acknowledges that the loan evidenced by this note and secured by the Security Agreement may not be assigned, assumed, or otherwise transferred.

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All parties waive protest and consent to granting by the holder of any renewals or extensions of this note or of any installment of principal and interest, without limitation as to number or duration and without notice.

This Promissory Note is given for an actual loan of the above amount and is secured by a Financing Statement and Security Agreement covering certain Assets described in an Asset Purchase Agreement between the parties dated July 12, 2012.

NATURAL KIND, LLC,
a Nebraska Limited Liability
Company

By: _____
Christopher M. Johnson
Member

By: _____
Kelly L. Johnson
Member

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**NEBRASKA LIQUOR
CONTROL COMMISSION**

PERSONAL GUARANTY

To induce Thomas M. Foster to loan money to Natural Kind, LLC, a Nebraska Limited Liability Company, and for other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the undersigned, Christopher M. Johnson and Kelly L. Johnson, do hereby unconditionally personally guarantee payment of all sums due by Natural Kind, LLC to Thomas M. Foster under the foregoing Promissory Note in the principal amount of \$65,000.00, dated July 12, 2012. Thomas M. Foster shall not be required to proceed against Natural Kind, LLC or enforce any other remedy before proceeding against the undersigned. The undersigned agree to pay all attorney's fees and other expenses incurred by Thomas M. Foster by reason of default by Natural Kind, LLC or the undersigned. The undersigned consent to any extensions or modification granted to Natural Kind, LLC and the release and/or compromise of any obligations hereunder. This is a continuing Guaranty and shall not be discharged or affected by death of the undersigned, and shall bind their heirs, administrators,

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NEBRASKA LIQUOR
CONTROL COMMISSION

EXHIBIT "C"

EMPLOYMENT AGREEMENT

This Employment Agreement is made and entered into this 12th day of July, 2012, with an effective date of July 16, 2012, between Natural Kind, LLC, a Nebraska Limited Liability Company (hereinafter referred to as "Natural Kind") and THOMAS M. FOSTER (hereinafter referred to as "Foster").

1. Employment. Natural Kind hereby agrees to employ Foster, and Foster hereby accepts employment by Natural Kind. Foster will commence his employment with Natural Kind on July 2, 2012. Foster's employment pursuant to this Agreement shall be upon the conditions, covenants, and terms set forth in this document.

2. Duties and Obligations of Foster. Foster shall faithfully perform the duties assigned to him to the best of his abilities. Foster's duties and responsibilities may include, but are not limited to menu development, cooking, cleaning, and training and supervising employees. Foster's duties are at the discretion of Natural Kind and may change from time to time.

3. Schedule. Foster will perform his duties as needed. Natural Kind will make all reasonable efforts to schedule Foster for at least 20 hours per week, but Natural Kind offers no guaranteed schedule.

4. Term of Employment. The term of this Agreement shall be one (1) year from the commencement date of July 12, 2012, and from year to year thereafter unless either party gives sixty (60) days written notice of intent to terminate it at the end of such period. However, if no such notice is given, this Agreement shall automatically renew for additional one (1) year terms on the same terms and conditions as set forth herein.

5. Termination for Cause. This Agreement may be terminated by Natural Kind for cause. The following shall constitute "cause" for termination:

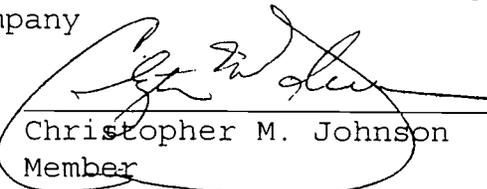
- (i) The death or disability of Foster.

(the "Request") by either party, the parties promptly shall hold an initial meeting to attempt in good faith to negotiate a settlement of the dispute. No Request concerning a dispute may be made after the time allowed by any statute of limitations applicable to such dispute. If within ten (10) days after the Request, the parties have not negotiated a settlement of the dispute, the parties jointly shall choose a mutually acceptable neutral person who is not affiliated with either of the parties. The parties shall participate in good faith in the Mediation to its conclusion which in any event shall be concluded within fifty (50) days subsequent to the Request. Any time limitations imposed herein may be extended by mutual agreement of the parties. If the parties resolve the dispute through their own negotiations or in the Mediation, the resolution shall be reduced to a written settlement agreement which shall be binding upon both parties and shall preclude any litigation with respect to such dispute. In the event that Mediation is unsuccessful, the parties shall have all rights allowed by law. In any event, all costs and expenses associated with the neutral person shall be shared equally by the parties.

IN WITNESS WHEREOF, Natural Kind and Foster have executed this Agreement on the date first above written.

NATURAL KIND, LLC,
a Nebraska Limited Liability
Company

By:



Christopher M. Johnson
Member

By:



Kelly L. Johnson
Member

NATURAL KIND



Thomas M. Foster

FOSTER

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EXHIBIT "D"

ALLOCATION

1.	Goodwill	\$29,000.00
2.	Equipment, Recipes, and other Assets	35,000.00
3.	Covenant Not to Compete	1,000.00

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**NEBRASKA LIQUOR
CONTROL COMMISSION**

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

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

Corporation/LLC information

Name of Corporation/LLC:

Natural Kind LLC

Premise information

Premise License Number: _____

Premise Trade Name/DBA: _____
(if new application leave blank)

McFoster's Natural Kind LLC

Premise Street Address: 302 South 38th Street

City: Omaha State: Nebraska Zip Code: 68131

Premise Phone Number: (402) 345-7477

The individual whose name is listed as a corporate officer or managing member as reported on insert form 3a or 3b or listed with the Commission. Click on this link to see authorized individuals.

http://www.lcc.ne.gov/license_search/licsearch.cgi

CORPORATE OFFICER/MANAGING MEMBER SIGNATURE

(Faxed signatures are acceptable)

Manager's information must be completed below PLEASE PRINT CLEARLY

Gender:

MALE

FEMALE

Prints

Last Name: Prescott First Name: George MI: A

Home Address (include PO Box if applicable): 3405 Cuming St.

City: Omaha County: Douglas Zip Code: 68131

Home Phone Number: 402-590-4526 Business Phone Number: _____

Social Security Number: _____ Drivers License Number & State: * See Att

Date Of Birth: _____ Place Of Birth: Omaha, 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: _____ First Name: _____ MI: _____

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

Date Of Birth: _____ Place Of Birth: _____

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

APPLICANT

SPOUSE

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Omaha, NE	2008	2012			
Murdock, NE	1999	2008			

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NEBRASKA LIQUOR CONTROL COMMISSION

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Manager's information must be completed below PLEASE PRINT CLEARLY

Gender: MALE FEMALE
Last Name: Prescott First Name: George MI: A

NEBRASKA LIQUOR
CONTROL COMMISSION

Home Address (include PO Box if applicable): 3465 Cuming St.

City: Omaha County: Douglas Zip Code: 68131

Home Phone Number: 402.590.4526 Business Phone Number: _____

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

NE

Date Of Birth: _____ Place Of Birth: Omaha, Nebraska

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: _____ First Name: _____ MI: _____

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

Date Of Birth: _____ Place Of Birth: _____

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

APPLICANT			SPOUSE		
CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2009	2012	Lisa's Radial Cafe	George Reeves	402-551-2176
2001	2008	Bulldogs	Trudy Berkeley	?

1. **READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY. Must be completed by both applicant and spouse, unless spouse has filed an affidavit of non-participation.**

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

YES NO

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

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (city & state)	Description of Charge	Disposition
George Prescott	1998?	Omaha, NE	No proof of insurance	Court cost no fine
George Prescott	2005?	Kansas	speeding ticket	fine
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JUL 16 2012				
NEBRASKA LIQUOR CONTROL COMMISSION				

2. Have you or your spouse ever been approved or made application for a liquor license in Nebraska or any other state? YES NO
IF YES, list the name of the premise.

3. Do you, as a manager, qualify under Nebraska Liquor Control Act (§53-131.01) and do you intend to supervise, in person, the management of the business? YES NO

4. Have you enclosed the required fingerprint cards and **PROPER FEES** with this application?
 (Check or money order made payable to the **Nebraska State Patrol for \$38.00 per person**)
 YES NO

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

None. Will take online class

PERSONAL OATH AND CONSENT OF INVESTIGATION

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

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

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

~~Signature of Manager Applicant~~

Signature of Spouse **RECEIVED**

JUL 16 2012

NEBRASKA LIQUOR CONTROL COMMISSION

ACKNOWLEDGEMENT

State of Nebraska
County of Douglas

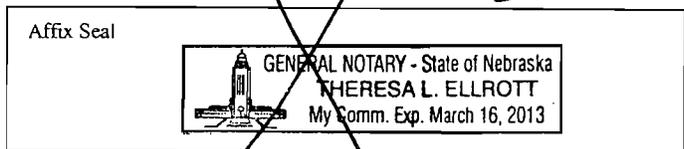
The foregoing instrument was acknowledged before me this

July 13, 2012
date

by Theresa L. Ellrott
name of person acknowledged

See Attached

Theresa L. Ellrott
Notary Public signature



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

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.

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[Signature]
Signature of Manager Applicant

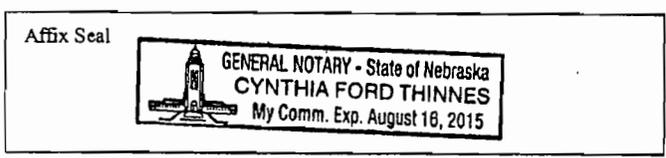
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Signature of Spouse
JUL 24 2012

ACKNOWLEDGEMENT
NEBRASKA LIQUOR CONTROL COMMISSION

State of Nebraska
County of Douglas

The foregoing instrument was acknowledged before me this
July 24, 2012 by George Prescott, Jr
date name of person acknowledged

Cynthia Ford Thinnies
Notary Public signature



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