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RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA RECOMMENDING TO THE NEBRASKA LIQUOR CONTROL COMMISSION, APPROVAL OF THE CLASS IK LIQUOR LICENSE APPLICATION OF LA VISTA CY CATERING CO., INC. DBA COURTYARD BY MARRIOTT OMAHA-LA VISTA, LA VISTA, NEBRASKA.

WHEREAS, La Vista CY Catering Co., Inc. dba Courtyard by Marriott Omaha-La Vista, 12560 Westport Parkway, La Vista, Sarpy County, Nebraska, has applied to the Nebraska Liquor Control Commission for a Class IK Liquor License, and

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, hereby recommend to the Nebraska Liquor Control Commission approval of the Class IK Liquor License application submitted by La Vista CY Catering Co., Inc. dba Courtyard by Marriott Omaha-La Vista, 12560 Westport Parkway, La Vista, NE.

PASSED AND APPROVED THIS 3RD DAY OF FEBRUARY 2009.

CITY OF LA VISTA

Anthony Gowan, Acting Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk



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

TO: Pam Buethe, City Clerk

FROM: Chief Robert S. Lausten

DATE: January 12, 2009

RE: LOCAL BACKGROUND- CORPORATE LIQUOR LICENSE-
CORPORATE MANAGER-LA VISTA CY CATERING CO., INC,
DBA: LA VISTA COURTYARD BY MARRIOTT

CC:

The police department conducted a check of computerized records on the corporate liquor license applicants (James Q. Hammons and Jacqueline Dowdy) regarding the liquor license application for the La Vista CY Catering, dba: La Vista Courtyard by Marriott. Both had no entries.

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

**APPLICATION FOR LIQUOR LICENSE
CHECKLIST**

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

IK- 83870

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NEBRASKA LIQUOR
CONTROL COMMISSION

Applicant Name La Vista CY Catering Co., Inc.

Trade Name Courtyard by Marriott Omaha-La Vista Previous Trade Name N/A

E-Mail Address: carrie.bellm@jgh.com

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

REQUIRED ATTACHMENTS

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

NA 1. Fingerprint cards for each person (two cards per person) must be enclosed with a check payable to the Nebraska State Patrol for processing in the amount of \$38.00 per person. All areas must be completed on cards as per brochure. Fingerprint cards are already on file

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

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

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

NA 5. If you are buying the business of a current licensee, provide a copy of the purchase agreement from licensee. This also needs to be in appropriate applicant's name. (NEW BUSINESS)

BUS 302758
145-mm

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

N/A 7. Copy of alcohol inventory being purchased. Inventory shall include brand names and container sizes. Inventory may be taken at the time application is being submitted.

N/A 8. Enclose a list of any inventory or property owned by other parties that are on the premise.

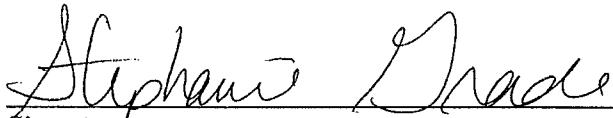
X 9. For individual, partnership and LLC enclose proof of citizenship; copy of birth certificate (certificate from the State where born, not hospital certificate), naturalization paper or passport, for all applicants, members and spouses.

X 10. If corporation or LLC enclose a copy of articles as filed with the Secretary of States Office. This document must show barcode.

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

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

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


Signature

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**NEBRASKA LIQUOR
CONTROL COMMISSION**

APPLICATION FOR LIQUOR LICENSE

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

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CONTROL COMMISSION

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

RETAIL LICENSE(S)

		Application Fee
<input type="checkbox"/>	A BEER, ON SALE ONLY	\$45.00
<input type="checkbox"/>	B BEER, OFF SALE ONLY	\$45.00
<input type="checkbox"/>	C BEER, WINE & DISTILLED SPIRITS, ON & OFF SALE	\$45.00
<input type="checkbox"/>	D BEER, WINE & DISTILLED SPIRITS, OFF SALE ONLY	\$45.00
<input checked="" type="checkbox"/>	I BEER, WINE & DISTILLED SPIRITS, ON SALE ONLY	\$45.00
<input checked="" type="checkbox"/>	Class K Catering license (requires catering application form)	\$100.00

MISCELLANEOUS

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

☐ Copy of TTB permit (if applying for L, V, W, X, Y or Z)

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

All Class C licenses expire October 31st

All other licenses expire April 30th

Catering license (K) expires same as underlying retail license

TYPE OF APPLICATION BEING APPLIED FOR (CHECK ONE)

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

NAME OF PERSON OR FIRM ASSISTING WITH APPLICATION

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

Name Carrie Bellm Phone number: (417) 873-3527

Firm Name John Q. Hammons Hotels

PREMISE INFORMATIONTrade Name (doing business as) Courtyard by Marriott Omaha-La VistaStreet Address #1 12560 Westport Parkway

Street Address #2 _____

City La Vista County Sarpy Zip Code 68128Premise Telephone number (402) 339-4900Is this location inside the city/village corporate limits: ☒ YES ☐ NO

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

Name John Q. Hammons HotelsStreet Address
#1 300 Hammons Parkway, Suite 900Street Address
#2 _____City Springfield State MO Zip Code 65806**DESCRIPTION AND DIAGRAM OF THE STRUCTURE TO BE LICENSED**

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

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

See Attached

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CONTROL COMMISSION

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.

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

☐ YES ☒ NO

If yes, give name of business and license number _____

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

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

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

☐ YES ☒ NO

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

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

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

☐ YES ☒ NO

If yes, list the lender _____

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

☒ YES ☐ NO

If yes, explain. All involved persons must be disclosed on application. Ownership entity of Hotel, and Lessor,
is JQH-La Vista CY Development, LLC

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

☒ YES ☐ NO

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

JQH-La Vista CY Development, LLC

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

☒ YES ☐ NO

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

No silent partners

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CONTROL COMMISSION

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

☐ YES ☒ NO

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

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

☐ YES ☒ NO

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

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

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

11. List all past and present liquor licenses held in Nebraska or any other state by any person named in this application. Include license holder name, location of license and license number. Also list reason for termination of any license(s) previously held.

P Street Catering Co., Inc., License 47438, Lincoln, NE (same officers & shareholders)
La Vista ES Catering Co., Inc., License 80915, La Vista, NE

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

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

Name:	Date:	Where:
Stephanie Grade	11/1998	Care Training
Stephanie Grade	04/2001	Care Training
Stephanie Grade	08/2001	Care Training - Recognized as a Trainer

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 January 31, 2029

☐ Deed

☐ Purchase Agreement

14. When do you intend to open for business? March 15, 2009

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

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

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

RESIDENCES FOR THE PAST 10 YEARS, APPLICANT AND SPOUSE MUST COMPLETE					
APPLICANT: CITY & STATE	YEAR		SPOUSE: CITY & STATE	YEAR	
	FROM	TO		FROM	TO
John Q. Hammons, Springfield, MO	1957	Present	Juanita K. Hammons	1957	Present
Jacqueline A. Dowdy, Springfield, MO	1991	Present	David R. Dowdy, Springfield, MO	1991	Present

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CONTROL COMMISSION

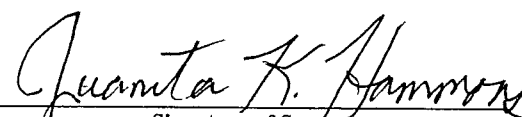
The undersigned applicant(s) hereby consent(s) to an investigation of his/her background investigation and release present and future records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant(s) and spouse(s)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

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

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



Signature of Applicant
John Quentin Hammons



Signature of Spouse
Juanita Kathleen Hammons

Signature of Applicant

Signature of Spouse

Signature of Applicant

Signature of Spouse

Signature of Applicant

Signature of Spouse

Signature of Applicant


Signature of Spouse

State of ~~Nebraska~~ Missouri

County of Greene

The foregoing instrument was acknowledged before me this 12th of Dec. 2008 by

Personal appearance of John Q. Hammons



Notary Public signature

County of Greene

The foregoing instrument was acknowledged before me this 12th of Dec. 2008 by

Personal appearance of Juanita K. Hammons.



Notary Public signature

Affix Seal Here

KAREN L. COLLETTE
Notary Public-Notary Seal
STATE OF MISSOURI
Greene County - Comm. #06492797
My Commission Expires Nov. 30, 2010

Affix Seal Here

KAREN L. COLLETTE
Notary Public-Notary Seal
STATE OF MISSOURI
Greene County - Comm. #06492797
My Commission Expires Nov. 30, 2010

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

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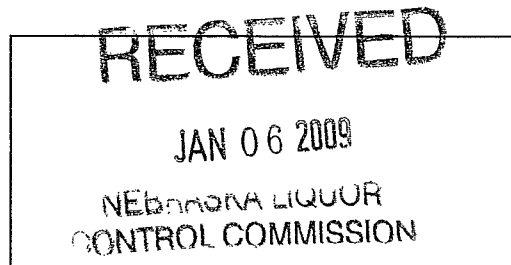
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NEBRASKA LIQUOR
CONTROL COMMISSION

1

**APPLICATION FOR LIQUOR LICENSE
CATERING LICENSE**

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



FEE \$100.00

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

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

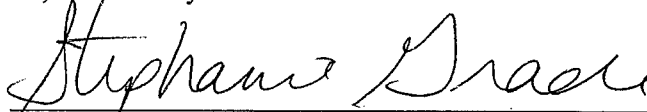
NAME OF LICENSEE La Vista CY Catering Co., Inc.

TRADE NAME Courtyard by Marriott Omaha-La Vista

PREMISE ADDRESS 12560 Westport Parkway

CITY/STATE/ZIP CODE La Vista, NE 68128

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


Signature of Licensee

Subscribed in my presence and sworn to before me this 29th day of December, 2008


Notary Public Signature & Seal

GENERAL NOTARY-State of Nebraska
QUENTIN VAN DYKE
My Comm. Exp. March 14, 2010

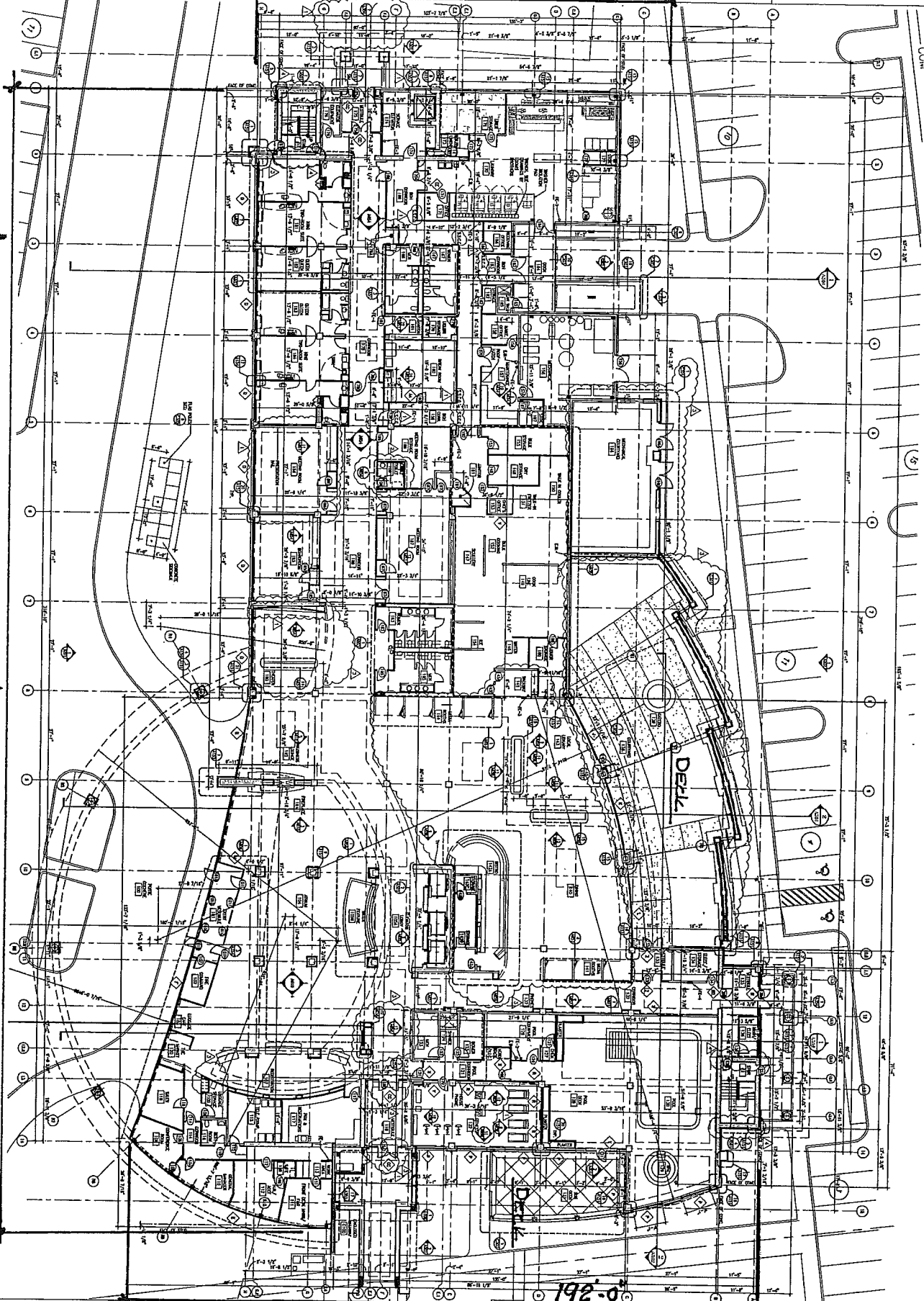
104'-0"

1 FIRST FLOOR PLAN

North

* 1-6th FLOORS *

346'-0"



192'-0"



PELHAM
PHILLIPS
ARCHITECTS
ARCHITECTS

3000 N. 16th Street
Suite 200
Lincoln, NE 68504
Phone: (402) 441-2000
Fax: (402) 441-2001

A101

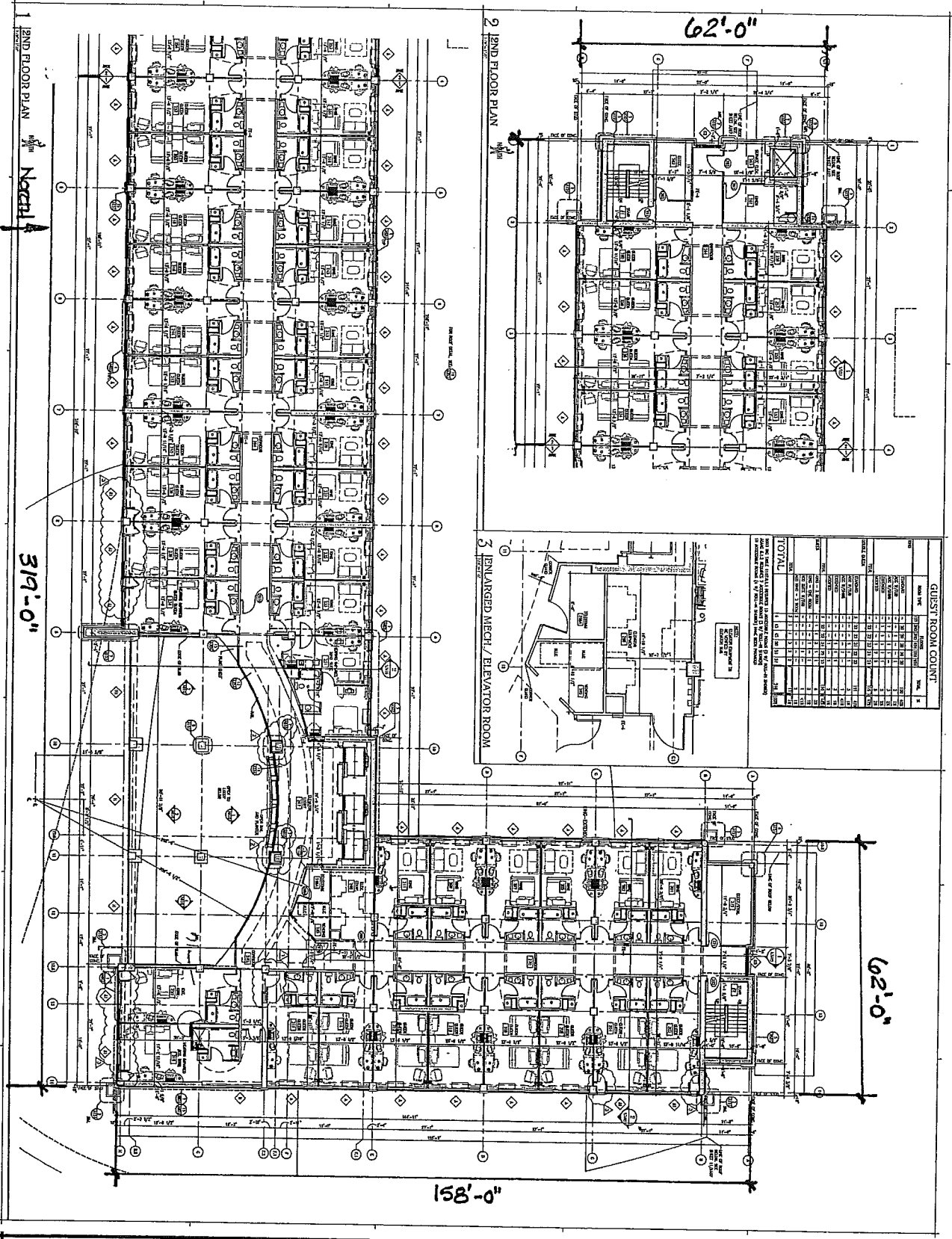
John Q. Hammons
3000 John Q. Hammons Parkway
Suite 200
Lincoln, NE 68504
Phone: (402) 441-2000
Fax: (402) 441-2001

COURTYARD BY
MARRIOTT HOTEL

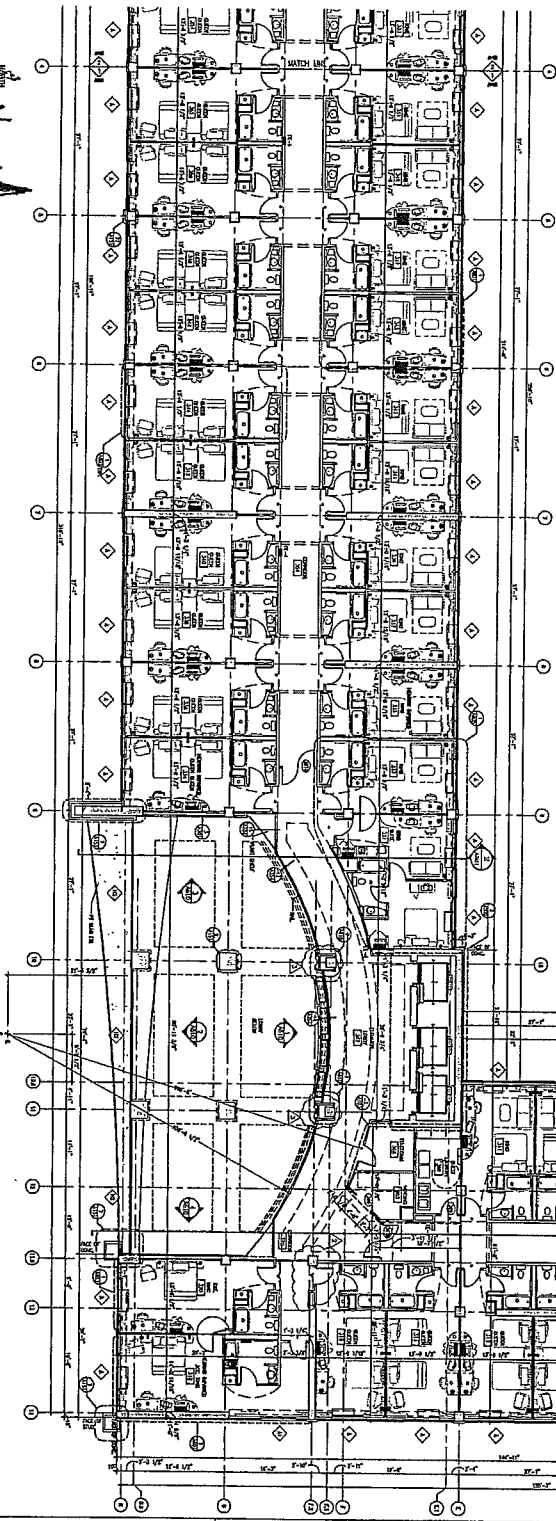
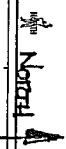
LA VISTA, NEBRASKA



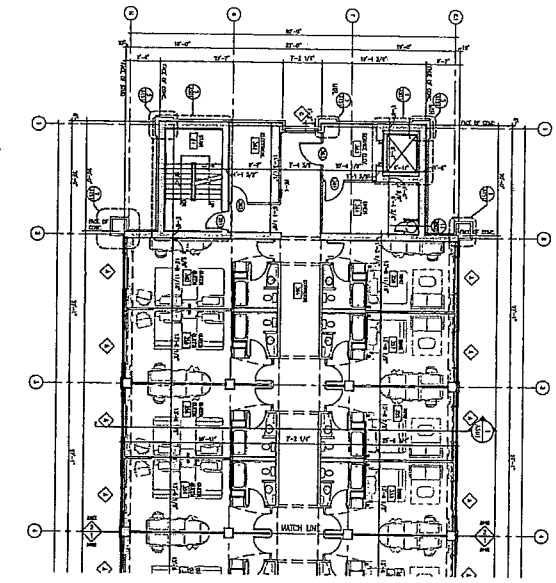
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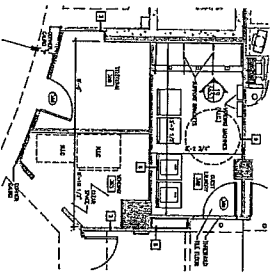
1 3RD FLOOR PLAN



2 3RD FLOOR PLAN



3 GUEST LAUNDRY ENLARGED PLAN RM 309



PELLHAM PHILLIPS ARCHITECTS
 1000 S. 10TH ST.
 LINCOLN, NE 68502
 A103



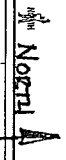
John Q. Hammons
 200 S. 10TH ST.
 LINCOLN, NE 68502
 402.441.1111

COURTYARD BY MARRIOTT HOTEL
 LA VISTA, NEBRASKA

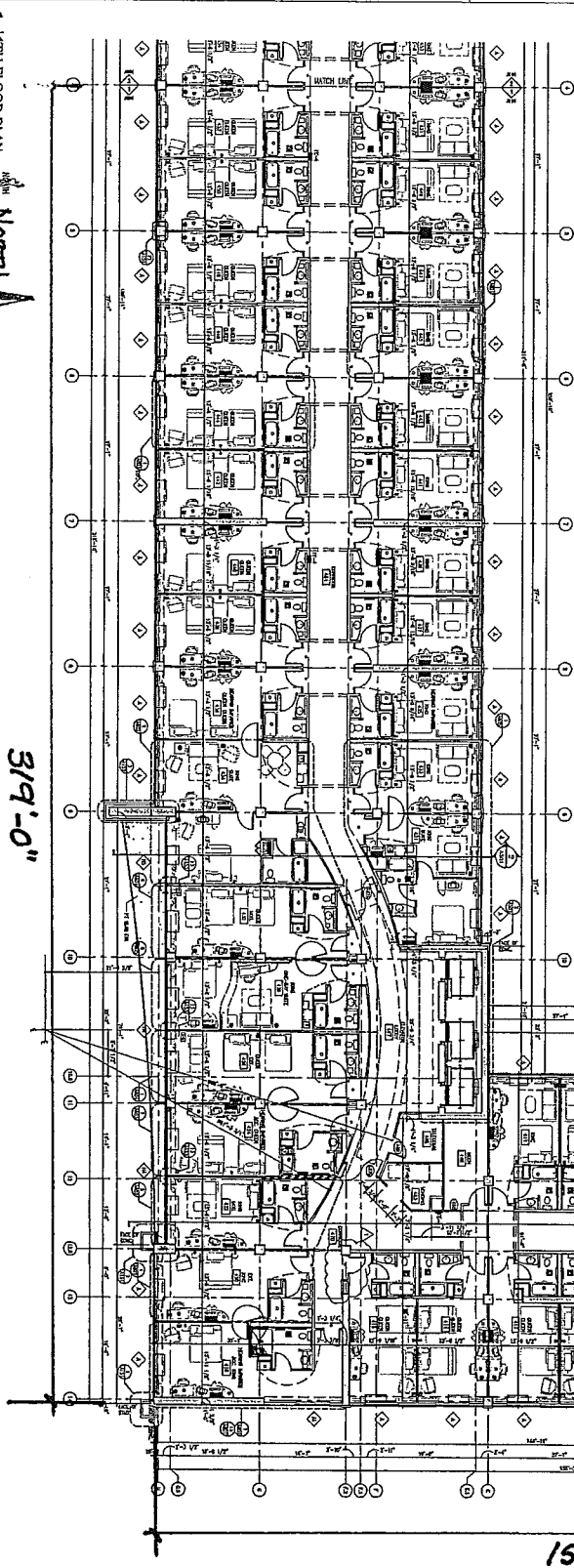


NOTES
 1. SEE SHEET A104 FOR
 2. SEE SHEET A105 FOR
 3. SEE SHEET A106 FOR

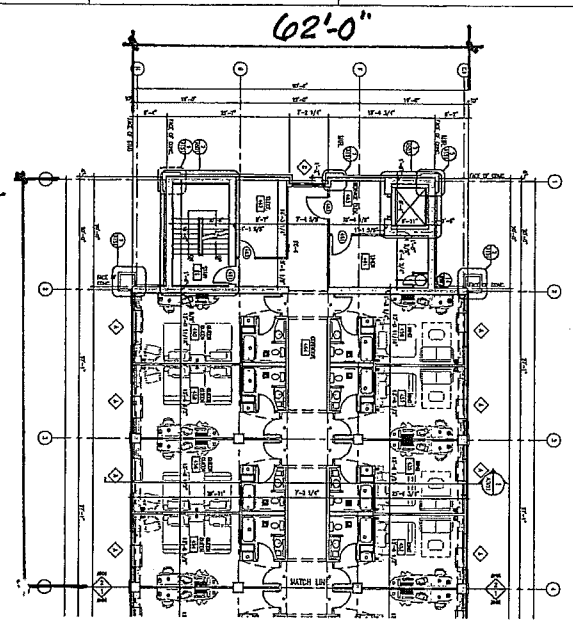
1 14TH FLOOR PLAN



319'-0"



2 14TH FLOOR PLAN



158'-0"

62'-0"


PELHAM PHILLIPS
 ARCHITECTS
 1000 N. 10TH ST.
 SUITE 100
 OMAHA, NE 68102
 PHONE: 402.466.1111
 FAX: 402.466.1112
 E-MAIL: info@pelhamphillips.com
 PROJECT # 200001
 DATE: 01/27/2002
 A104

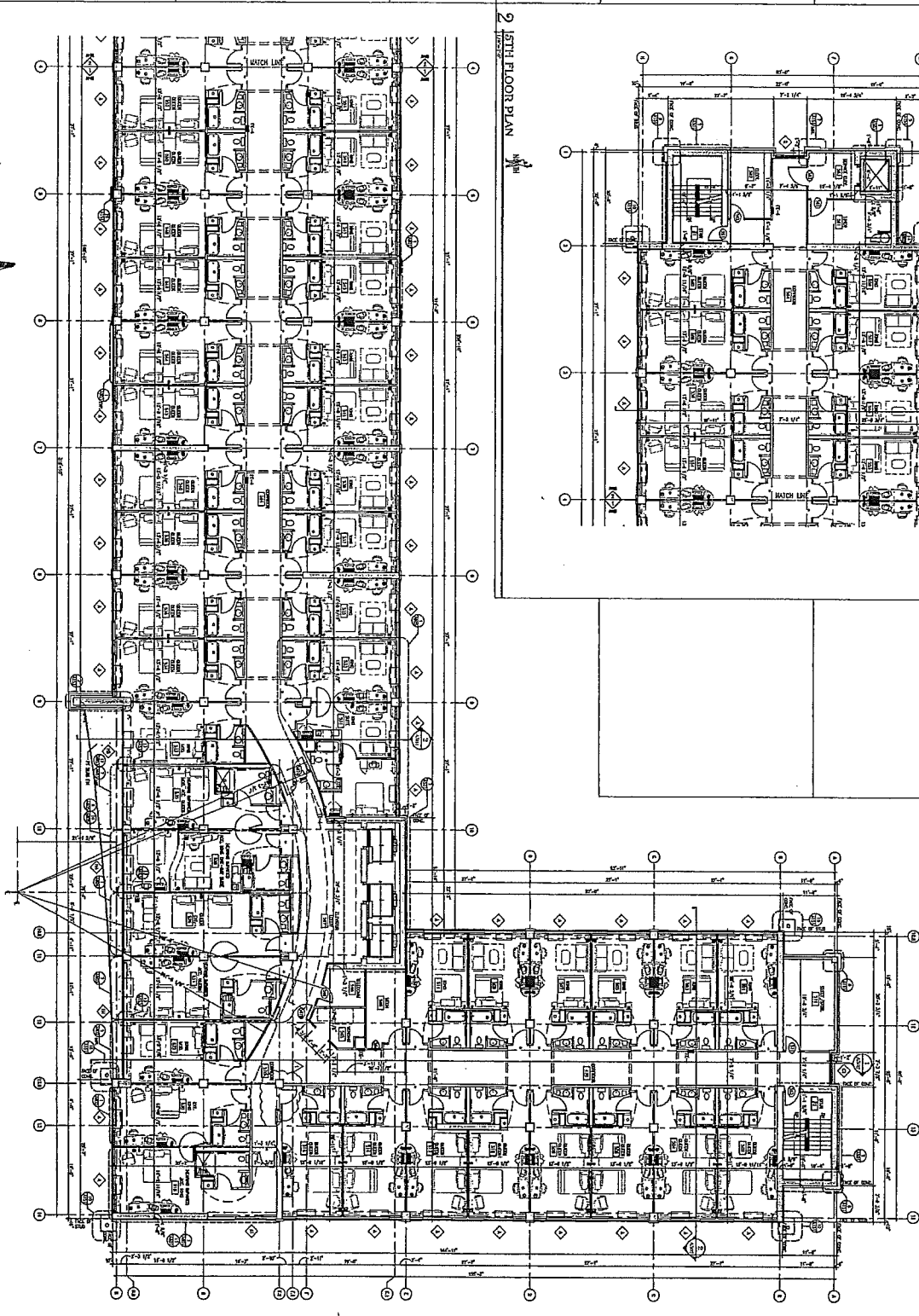
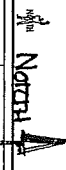

John Q Hammons
 REALTOR
 200 N. 10TH ST.
 SUITE 100
 OMAHA, NE 68102
 PHONE: 402.466.1111
 FAX: 402.466.1112
 E-MAIL: info@johnqhammons.com

COURTYARD BY MARRIOTT HOTEL
 LA VISTA, NEBRASKA

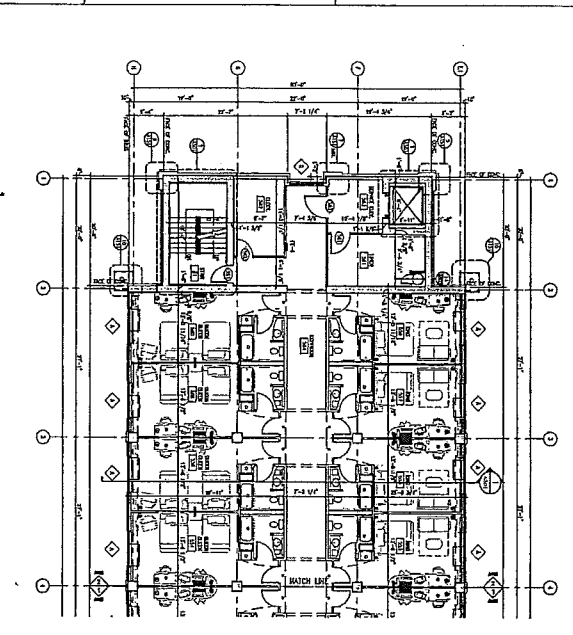


REVISIONS
 1. AS PER MEETING 01/27/02

1 15TH FLOOR PLAN



2 15TH FLOOR PLAN



PELLHAM PHILLIPS ARCHITECTS
 1000 N. 10TH ST., SUITE 100
 OMAHA, NE 68102
 TEL: 402.466.1100
 FAX: 402.466.1101
 WWW.PELLHAMPHILLIPS.COM

John Q Hammons
 200 N. 10TH ST., SUITE 100
 OMAHA, NE 68102
 TEL: 402.466.1100
 FAX: 402.466.1101
 WWW.JQH.COM

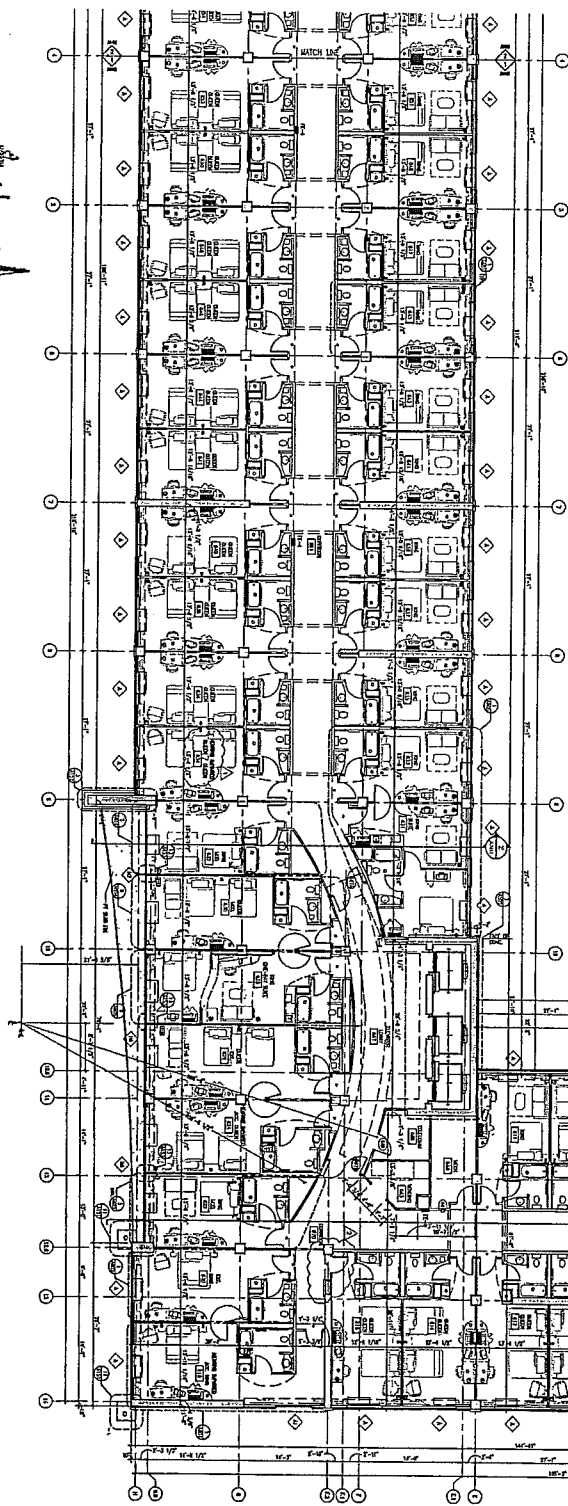
COURTYARD BY MARRIOTT HOTEL
 LA VISTA, NEBRASKA



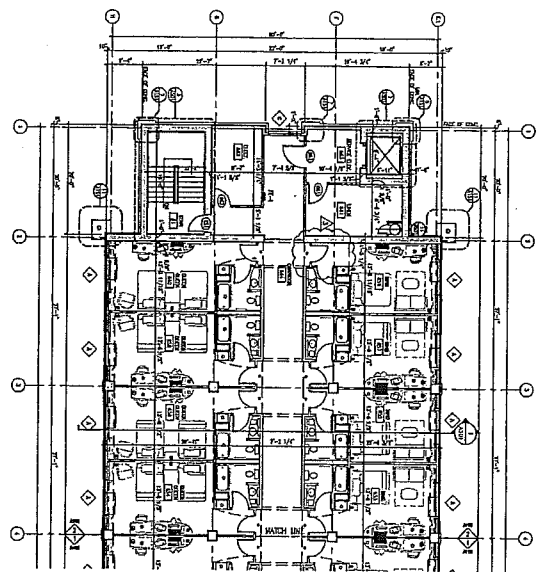
NOTES:
 1. SEE PLAN NUMBER 200

A105

1 18TH FLOOR PLAN



2 18TH FLOOR PLAN



A106

Project # 20000
 Date: 01/01/2000
 Drawn: J. Phillips
 Checked: J. Phillips
 Title: 18TH FLOOR PLAN



John Q. Hammons
 300 Main Street, Suite 100
 La Vista, NE 68028
 402-633-4300 • 402-633-4301

COURTYARD BY
 MARRIOTT HOTEL
 LA VISTA, NEBRASKA



NOTATIONS
 1. ALL DIMENSIONS ARE
 IN FEET, INCHES AND
 16 MILLI METERS

APPLICATION FOR LIQUOR LICENSE
CORPORATION
INSERT - FORM 3a

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

Office Use

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JAN 06 2009

NEBRASKA LIQUOR
CONTROL COMMISSION

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

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

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

Name of Registered Agent: CSC - Lawyers Incorporating Service Company

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

La Vista CY Catering Co., Inc.

Corporation Address: 12560 Westport Parkway

City: La Vista State: NE Zip Code: 68128

Corporation Phone Number: (402) 339-4900 Fax Number: (402) 339-4901

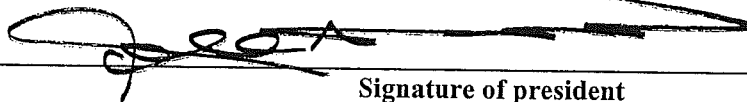
Total Number of Corporation Shares Issued: Five (5)

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

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

Home Address: 2450 Skyline City: Springfield

State: MO Zip Code: 65804 Home Phone Number: _____



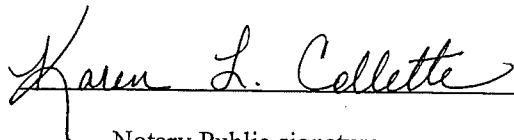
Signature of president

State of ~~Nebraska~~ Missouri
County of Greene

The foregoing instrument was acknowledged before me this

December 12, 2008
date

by John Q. Hammons
name of person acknowledged



Notary Public signature

Affix Seal Here KAREN L. COLLETTE
Notary Public-Notary Seal
STATE OF MISSOURI
Greene County - Comm. #06492797
My Commission Expires Nov. 30, 2010

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

Last Name: Hammons First Name: James a/k/a John MI: Q

Social Security Number: _____ Date of Birth: _____

Title: President, Treasurer, Director Number of Shares 0

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

Spouse Social Security Number: _____ Date of Birth: _____

Last Name: Dowdy First Name: Jacqueline MI: A

Social Security Number _____ Date of Birth: _____

Title: Secretary Number of Shares 0

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

Spouse Social Security Number _____ Date of Birth: _____

Revocable Trust of John Q. Hammons Dated

Last Name: December 28, 1989, as Amended and Restated First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Title: Shareholder Number of Shares 100%

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

Spouse Social Security Number: _____ Date of Birth: _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Title: _____ Number of Shares _____

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

Spouse Social Security Number: _____ Date of Birth: _____

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NEBRASKA LIQUOR
CONTROL COMMISSION

Is the applying Corporation controlled by another Corporation?

☐ YES

☒ NO

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

N/A

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

Starting Date: January

Ending Date: December

Is this a Non-Profit Corporation?

☐ YES

☒ NO

If yes, provide the Federal ID #.

N/A

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NEBRASKA LIQUOR
CONTROL COMMISSION

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

**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

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NEBRASKA LIQUOR
CONTROL COMMISSION

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

- 1) Must be a citizen of the United States
- 2) Must be a Nebraska resident (Chapter 2 - 006)
- 3) Must provide a copy of birth certificate, naturalization paper or US passport
- 4) Must submit fingerprints (2 cards per person)
- 5) Must be 21 years of age or older
- 6) Applicant may be required to take a training course

Corporation/Limited Liability Corporation (LLC) information

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

Premise information

Premise License Number: Applied for premise license number
(if new application leave blank)

Premise Trade Name/DBA: Courtyard by Marriott Omaha-La Vista

Premise Street Address: 12560 Westport Parkway

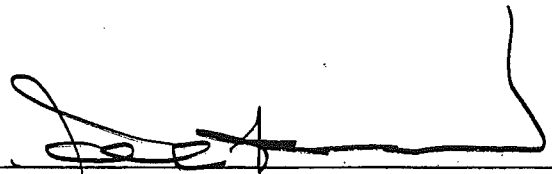
City: La Vista Nebraska Zip Code: 68128

Premise Phone Number: (402) 339-4900

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



CORPORATE OFFICER SIGNATURE
(Faxed signatures are acceptable)



Manager's information must be completed below PLEASE PRINT CLEARLY

Gender: ☐ MALE ☒ FEMALE

Last Name: _____ Grade _____ First Name: Stephanie MI: L

Home Address (include PO Box if applicable): 16545 Rosewood Street

City: Omaha State: NE Zip Code: 68136

Home Phone Number: (402) 502-8752 Business Phone Number: (402) 339-4900

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

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

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

☒ YES ☐ NO

Spouse's information

Spouses Last Name: _____ Grade _____ First Name: Shane MI: E

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

Date Of Birth: _____ Place Of Birth: Ottumwa, IA

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

APPLICANT

SPOUSE

CITY & STATE	YEAR FROM TO		CITY & STATE	YEAR FROM TO	
Omaha, NE	02/08	Pres	Omaha, NE	02/08	Pres
Lawrence, Kansas	6/04	2/08	Lawrence, Kansas	8/04	3/08
Windsor Heights, IA	2001	6/04	Windsor Heights, IA	2003	2004
Grimes, IA	2000	2001	Polk City, IA	1999	2003
Ames, IA	1995	2000	Overland Park, KS	1997	1999

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2004	2008	Capitol Plaza Hotel	Rena Zachary	(785) 431-7200
1998	2004	University Park Holiday Inn	Jack Baker	(515) 223-1800

JAN 06 2009

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

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

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

☐ YES

☒ NO

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

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

☒ YES

☐ NO

Embassy Suites Omaha-La Vista Hotel & Conference Center

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

☒ YES

☐ NO

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

☒ YES

☐ NO

Fingerprints already on file

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5. Do you have any experience in selling alcohol in the State of Nebraska?
If so list training and/or experience (when and where)

JAN 06 2002

NEBRASKA
LIQUOR CONTROL COMMISSION

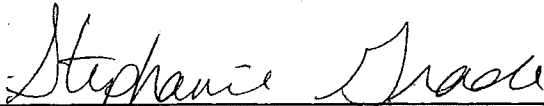
Date:	Where:
November 1998	Care Training
April 2001	Care Training
August 2001	Care Training and Recognized as a trainer

PERSONAL OATH AND CONSENT OF INVESTIGATION

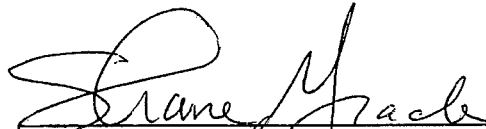
The above individual(s), being first duly sworn upon oath, deposes and states that the undersigned is the applicant and/or spouse of applicant who makes the above and foregoing application that said application has been read and that the contents thereof and all statements contained therein are true.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

The undersigned applicant hereby consents to an investigation of his/her background including all records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant and spouse waive any rights or causes of action that said applicant or spouse may have against the Nebraska Liquor Control Commission and any other individual disclosing or releasing said information to the Nebraska Liquor Control Commission.

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



Signature of Manager Applicant



Signature of Spouse

State of Nebraska

County of Douglas

The foregoing instrument was acknowledged before me this December 29th 2008 by



Notary Public signature

County of Douglas

The foregoing instrument was acknowledged before me this December 29th 2008 by



Notary Public signature

Affix Seal Here

GENERAL NOTARY-State of Nebraska
QUENTIN VAN DYKE
My Comm. Exp. March 14, 2010

Affix Seal Here

GENERAL NOTARY-State of Nebraska
QUENTIN VAN DYKE
My Comm. Exp. March 14, 2010

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

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JAN 06 2009

SKALI
COM

Revised 9/2008

SPOUSAL AFFIDAVIT OF NON PARTICIPATION INSERT

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

Office Use

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NEBRASKA LIQUOR
CONTROL COMMISSION

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

Juanita K. Hammons

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

Juanita Kathleen Hammons

Printed name of spouse asking for waiver

State of Missouri

County of Greene

The foregoing instrument was acknowledged before me this

December 12, 2008
date

by Juanita Kathleen Hammons
name of person acknowledged

Karen L. Collette
Notary Public signature

Affix Seal

KAREN L. COLLETTE
Notary Public-Notary Seal
STATE OF MISSOURI
Greene County - Comm. #06492797
My Commission Expires Nov. 30, 2010

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

John Q. Hammons

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

John Q. Hammons

Printed name of applying individual

State of Missouri

County of Greene

The foregoing instrument was acknowledged before me this

December 12, 2008
date

by John Q. Hammons
name of person acknowledged

Karen L. Collette
Notary Public signature

Affix Seal

KAREN L. COLLETTE
Notary Public-Notary Seal
STATE OF MISSOURI
Greene County - Comm. #06492797
My Commission Expires Nov. 30, 2010

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

SPOUSAL AFFIDAVIT OF NON PARTICIPATION INSERT

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

Office Use

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JAN 06 2009

**NEBRASKA LIQUOR
CONTROL COMMISSION**

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

David Roger Dowdy

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

David Roger Dowdy

Printed name of spouse asking for waiver

State of Missouri

County of Greene

The foregoing instrument was acknowledged before me this

December 12, 2008
date

by David Roger Dowdy

name of person acknowledged

Karen L. Collette
Notary Public signature

Affix Seal

KAREN L. COLLETTE
Notary Public-Notary Seal
STATE OF MISSOURI
Greene County - Comm. #06492797
My Commission Expires Nov. 30, 2010

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

Jacqueline Anne Dowdy

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

Jacqueline Anne Dowdy

Printed name of applying individual

State of Missouri

County of Greene

The foregoing instrument was acknowledged before me this

December 12, 2008
date

by Jacqueline Anne Dowdy

name of person acknowledged

Karen L. Collette
Notary Public signature

Affix Seal

KAREN L. COLLETTE
Notary Public-Notary Seal
STATE OF MISSOURI
Greene County - Comm. #06492797
My Commission Expires Nov. 30, 2010

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

SPOUSAL AFFIDAVIT OF NON PARTICIPATION INSERT

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

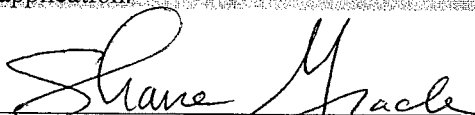
Office Use

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JAN 06 2009

NEBRASKA LIQUOR
CONTROL COMMISSION

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



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

Shane E. Grade

Printed name of spouse asking for waiver

State of Nebraska

County of Douglas

December 29th 2008
date

The foregoing instrument was acknowledged before me this

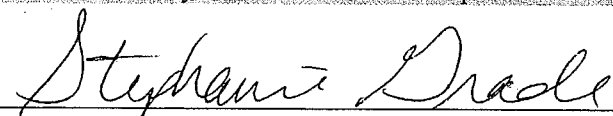
Shane E. Grade

Notary Public signature

Affix Seal

name of person acknowledged
GENERAL NOTARY-State of Nebraska
QUENTIN VAN DYKE
My Comm. Exp. March 14, 2010

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



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

Stephanie L. Grade

Printed name of applying individual

State of Nebraska

County of Douglas

December 29th 2008
date

The foregoing instrument was acknowledged before me this

Stephanie L. Grade

Notary Public signature

Affix Seal

name of person acknowledged
GENERAL NOTARY-State of Nebraska
QUENTIN VAN DYKE
My Comm. Exp. March 14, 2010

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

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NEBRASKA LIQUOR
CONTROL COMMISSION

LEASE AGREEMENT

THIS LEASE AGREEMENT, (hereinafter "Agreement" or "Lease"), made and entered into the 24th day of November, 2008, by and between, JQH – La Vista CY Development, LLC, by The Revocable Trust of John Q. Hammons dated December 28, 1989, as Amended and Restated, d/b/a Courtyard by Marriott Omaha-La Vista (hereinafter referred to as "Lessor"), and La Vista CY Catering Co., Inc. , an Nebraska corporation (hereinafter referred to as "Lessee").

WITNESSETH:

1. **Premises.** Lessor hereby Leases to Lessee, and Lessee hereby rents from Lessor, certain real property located in the Courtyard by Marriott, located at 12560 Westport Parkway, La Vista, Nebraska, together with all improvements thereon (hereinafter referred to as the "Premises") as more particularly described on Exhibit "A", attached hereto and made a part hereof by this reference.

2. **Term.** The term of this Lease shall be for a period of 20 years, commencing on the 1st day of February, 2009, and ending on the 31st day of January, 2029, both dates inclusive, provided however that at any time during the term of this Lease either party may terminate the Lease upon giving thirty (30) days advance written notice to the other party hereto.

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

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NEBRASKA LIQUOR
CONTROL COMMISSION

All rental payments shall be paid to Lessor at 12560 Westport Parkway, La Vista, Nebraska 68128, unless Lessor designates otherwise in writing. This Lease is a net Lease and all rental payments shall be paid by Lessee irrespective of any setoff, counter claim, recoupment, defense or other right which Lessee may have against Lessor. All rental payments shall be paid whether or not Lessee has received notice or demand. The obligation of Lessee to pay rent hereunder shall be unconditional. Lease payments shall be made payable to Lessor unless Lessor designates otherwise in writing.

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

5. **Insurance.**

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

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

JAN 06 2009

NEBRASKA LIQUOR
CONTROL COMMISSION

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

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

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

6. Taxes.

(a) Lessor to Pay Taxes. Lessor agrees to pay all "Taxes" (as that term is hereinafter defined) against the Premises becoming due or payable

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NEBRASKA LIQUOR
COMMISSION

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

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

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

JAN 06 2009

NEBRASKA LIQUOR
CONTROL COMMISSION

system, and electrical wiring and equipment), and including replacement parts and equipment if necessary.

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

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

10. **Lessors Right of Entry.** Lessor or its agents, shall have the right to enter the Premises during reasonable business hours for the purpose of (a) examining or inspecting the same, (b) showing the Premises to prospective purchasers, mortgagees, or Lessees, and (c) making any necessary repairs to the Premises and performing any work therein that may be necessary by reason of the Lessee's default under the terms of this Lease. In the case of emergency (the existence of which shall be determined by Lessor at its discretion), Lessor may enter the Premises at any time for the purpose of making such repairs. With respect to any such repairs performed by Lessor, the Lessor shall be allowed to take all material into and upon the Premises that may be required therefor without the same constituting an eviction of the Lessee in whole or in part. The Lessor shall not in any event be liable for inconvenience, annoyance, disturbance, loss of business, or other damage to the Lessee by reason of making such repairs or the performance of any such work on or in the Premises, and the rent reserved herein shall not abate while such repairs are being

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JAN 06 2009
NEBRASKA
CONTROL COMMISSION

made, nor during the period of any temporary malfunction of utilities or heating, cooling or plumbing systems. During the last thirty (30) days of the Lease term, Lessor may put and keep upon the windows or walls of the Premises the usual notice "To Rent" without hindrance or molestation, and may show the Premises to parties wishing to rent it at such times as mutually agreed by the parties.

11. Condemnation.

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

(b) If a portion of the Premises and/or improvements is so taken or sold, and such portion is material to Lessee's use and occupancy of the Premises, or if all of the Premises is so taken or sold, Lessee may terminate this Lease by giving written notice to Lessor and this Lease shall thereupon terminate on the day following vesting of title in the Condemning Authority, except as hereinafter provided and except with respect to obligations and liabilities of Lessor and Lessee under this Lease, actual or contingent, which have arisen on or prior to such date of termination. Rent shall be prorated as of the date of termination. In the event that Lessee shall fail to exercise its option to terminate this Lease as provided in this Section 15, or in the event

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JAN 06 2009
NEBRASKA LIQUOR
CONTROL COMMISSION

that a part of the Premises shall be taken under circumstances under which Lessee shall have no such option, then there shall be an equitable abatement of the rent due hereunder. By remaining in possession of the Premises for as much as ninety (90) days after such taking, Lessee shall be deemed to have waived all such right to terminate this Lease even though such notice of termination may have been given to Lessor.

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

12. **Destruction of Premises.** In the event the Premises are destroyed or damaged by fire or other casualty not caused by negligence or misuse by Lessee, its agents, employees, customers or invitees, so as to be unfit for ordinary occupancy and use, and not capable of being economically rebuilt or restored within ninety (90) days from the

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date of such casualty, then this Lease shall be automatically terminated, and the rent shall abate from the date of casualty. Otherwise, the Lessor shall proceed at its own expense in due diligence to restore the Premises within such ninety (90) days, in which case there shall be an abatement and apportionment of the rent until the Premises are restored. Lessor shall not be obligated to restore the Premises unless insurance proceeds are available for that purpose from the policy or policies specified in Section 6 hereof. If the Lessor determines that the Premises cannot be rebuilt or restored within the ninety (90) day period specified herein, then it shall give written notice of this decision to the Lessee within thirty (30) days from the date of the occurrence of such casualty.

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

14. **Default.** The occurrence of any of the following events shall constitute a default hereof: (a) Lessee's failure to pay any rental payment due hereunder within ten (10) days after the same shall be due, (b) Lessee's failure to perform any other of the terms, conditions or covenants of this Lease to be observed or performed by Lessee, for more than thirty (30) days after written notice of such default shall have been given to Lessee by Lessor, (c) Lessee files or there is filed against Lessee a petition in bankruptcy or a petition or answer seeking reorganization under the Federal Bankruptcy Code or any other applicable statute, or (d) an order is entered adjudicating Lessee a bankrupt or approving

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NEBRASKA JUDICIAL
CONTROL COMMISSION

an involuntary petition seeking a reorganization of Lessee under the Federal Bankruptcy Code or any other applicable statute or appointing a receiver, trustee or conservator for all or a substantial part of the property of Lessee, and such order is not vacated or stayed within sixty (60) days of such entry.

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

If Lessor, without terminating this Lease, either (a) elects to re-enter and attempts to re-let the Premises, or (b) takes possession of the Premises pursuant to any notice provided by law, then it may, from time to time, make such alterations and repairs as may be necessary in order to re-let the Premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rental or rentals and upon such other terms and conditions as Lessor, in its sole discretion, may deem advisable. Upon each such re-letting, all rentals received by Lessor from such re-letting shall be applied, first, to the payment of any indebtedness other than rent due hereunder from Lessee to Lessor; second, to the payment of any costs and expenses of such re-letting, including, but not limited to, brokerage fees and attorney fees; third, to the payment of any rent due and unpaid hereunder; and the residue, if any, shall be held by

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NEBRASKA
COURT OF COMMISSION

Lessor and applied to the payment of future rent as the same shall become due and payable hereunder. If such rental received from such re-letting during any month be less than that to be paid during that month by Lessee hereunder, Lessee shall pay any such deficiency to Lessor. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of the Premises by Lessor shall be construed as an election on its part to terminate this Lease unless a notice of such intention be given to Lessee or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such re-letting without termination, Lessor may at any time thereafter elect to terminate this Lease for such previous breach. Should Lessor at any time terminate this Lease for any breach, in addition to any other remedies it may have, it may recover from Lessee all damages it may incur by reason of such breach, including, but not limited to, the costs of recovering the Premises, reasonable attorney fees, and the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserve in this Lease for the remainder of the stated term over the then reasonable rental value of the Premises over the remainder of the stated term, all of which amounts shall be immediately due and payable from Lessee to Lessor.

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


16. **Covenant of Quiet Enjoyment.** Upon payment by the Lessee of the rent herein provided, and upon the observance and performance of all covenants, terms and

conditions on Lessee's part to be observed and performed by Lessee, Lessee shall peaceably and quietly hold and enjoy the Premises for the term hereby demised without hindrance or interruption by Lessor any other person or persons lawfully or equitably claiming by, through, or under the Lessor subject, nevertheless, to the terms and conditions of this Lease.

JQH – LA VISTA CY DEVELOPMENT, LLC

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


By


John Q. Hammons, Trustee

"Lessor"

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

By


John Q. Hammons, President

"Lessee"

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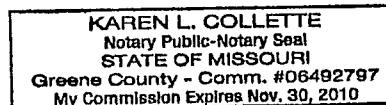
STATE OF MISSOURI)
) SS:
COUNTY OF GREENE)

BE IT REMEMBERED, that on December 12, 2008, before me, the subscriber, a Notary Public in and for said State and County, personally appeared John Q. Hammons, Trustee of the Revocable Trust of John Q. Hammons, Dated December 28, 1989, as Amended and Restated, for JQH - La Vista CY Development, LLC, who executed the foregoing Lease Agreement, and acknowledged the signing thereof to be his voluntary act and for the uses and purposes therein mentioned.

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

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

My Commission Expires: 11-30-2010



STATE OF MISSOURI)
) SS:
COUNTY OF GREENE)

BE IT REMEMBERED, that on December 12, 2008 before me, the subscriber, a Notary Public in and for said State and County, personally appeared John Q. Hammons, President of La Vista CY Catering Co., Inc., a Missouri Corporation, who executed the foregoing Lease Agreement, and acknowledged the signing thereof to be his voluntary act and for the uses and purposes therein mentioned.

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

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

My Commission Expires: 11-30-2010

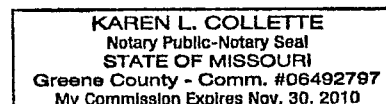


EXHIBIT A

(See Attached)

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LEGAL DESCRIPTION

Lot One (1), Southport West Replat Three, an Addition to the City of La Vista,
Sarpy County, Nebraska

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CONTROL COMMISSION

**ARTICLES OF INCORPORATION
OF
LA VISTA CY CATERING CO., INC.**

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

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

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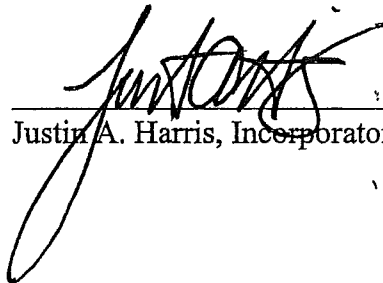
NINTH: The name and address of the registered agent for service of process in the State of Nebraska is CSC-Lawyers Incorporating Service Company, 1900 First Bank Building, 233 South 13th Street, Lincoln, Nebraska 68508.

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

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

Signed this 10th day of November, 2008.

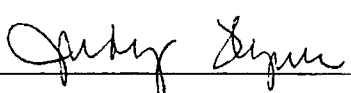
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Justin A. Harris, Incorporator

ACCEPTANCE OF APPOINTMENT BY STATUTORY AGENT

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

CORPORATION SERVICE COMPANY

By:  Gregory Squire, Authorized Representative



John Q Hammons
HOTELS & RESORTS

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NEBRASKA LIQUOR
CONTROL COMMISSION

January 2, 2009

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

Re: La Vista CY Catering Co., Inc. – Liquor License Application

Dear Sir/Madam:


We are in the process of completing a new Courtyard by Marriott hotel in La Vista, Nebraska, with a tentative opening date of March 1, 2009. With the opening of the new hotel, we are in need of a liquor license and have provided the following documents for your review and approval:

1. Application for Liquor License Checklist
2. Fingerprint Cards for Owner and Manager are currently on file
3. Check payable to Nebraska Liquor Control Commission - \$145
4. Application for Liquor License (Corporation)
5. Application for Liquor License
6. Application for Liquor License Catering License
7. Manager Application
8. Spousal Affidavit for Juanita K. Hammons
9. Spousal Affidavit for David Dowdy
10. Spousal Affidavit for Shane Grade
11. Lease Agreement
12. Articles of Incorporation

If we have failed to provide all required documents please contact me directly at (417) 873-3592, or you may email me at karen.collette@jqh.com.

Thank you for your assistance in this matter.

Sincerely,


Karen L. Collette
Legal Assistant

Enclosures

cc: Stephanie Grade, GM