

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA RECOMMENDING TO THE NEBRASKA LIQUOR CONTROL COMMISSION, APPROVAL OF THE CLASS I LIQUOR LICENSE APPLICATION OF MMG NEBRASKA F&B, DBA CHILI'S GRILL & BAR, LA VISTA, NEBRASKA.

WHEREAS, MMG Nebraska F&B dba Chili's Grill & Bar, 7875 S 84th Street, La Vista, Sarpy County, Nebraska, has applied to the Nebraska Liquor Control Commission for a Class I Liquor License, and

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, hereby recommend to the Nebraska Liquor Control Commission approval of the Class I Liquor License application submitted by MMG Nebraska F&B dba Chili's Grill & Bar, 7875 S 84th Street, La Vista, NE.

PASSED AND APPROVED THIS 17TH DAY OF NOVEMBER 2009.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk



October 30, 2009

MMG Nebraska F&B Inc.
Attn: Mark Menking
803 Lake Breeze Drive
Highland Village, TX 75077

RE: Class I Liquor License Application for MMG Nebraska F&B Inc. dba
Chili's Grill & Bar

Dear Mr. Menking

This letter is to inform you that the City of La Vista has received the application for a Class I Liquor License for MMG Nebraska F&B Inc. dba Chili's Grill & Bar, 7875 S 84th Street, La Vista, Sarpy County, Nebraska 68128.

Please note that the La Vista City Council will hold a public hearing on this application at their regularly scheduled meeting on November 17, 2009. The meeting will be called to order at 7:00 p.m. and will be held at La Vista City Hall, 8116 Park View Blvd, La Vista, Nebraska. We ask that a representative from the company or the company's legal counsel be present at the aforementioned public hearing to answer any questions that the Mayor or members of the City Council may have concerning the application.

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

Sincerely,

Pamela A. Bueth, CMC
City Clerk

Cc: Kelley & Jerram P.C.
Attn: Ginger
7134 Pacific Street
Omaha, NE 68106

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

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

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

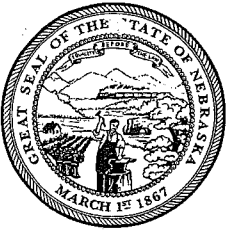
Golf Course
8305 Park View Blvd.
p: 402-339-9147

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

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

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

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



Dave Heineman
Governor

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

TRS USER 800 833-7352 (TTY)

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

October 20, 2009

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

RE: New Application for -MMG NEBRASKA F & B INC

Dear Local Governing Body:

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

TWO KEY TIME FRAMES TO KEEP IN MIND ARE:

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

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

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

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

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

Sincerely,
NEBRASKA LIQUOR CONTROL COMMISSION

Kristina Radicia
Licensing Division

Enclosures

Janice M. Wiebusch
Commissioner

Bob Logsdon
Chairman

Robert Batt
Commissioner

RECOMMENDATION OF THE NEBRASKA LIQUOR CONTROL COMMISSION

Date Mailed from Commission Office: **October 20, 2009**I, _____; Clerk of _____
(City, Village or County)

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

MMG NEBRASKA F & B INC
DBA: CHILI'S GRILL & BAR
7875 S 84TH ST
LA VISTA NE 68128/ SARPY COUNTY
Application #: I-86128
45 days = 12/04/2009

1. Notice of local hearing was published in a legal newspaper in or of general circulation in city, village or county, one time not less than 7 nor more than 14 days before time of hearing. **Check one**.....Yes _____ No _____

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

2. Local hearing was held not more that 45 days after receipt of notice from the Nebraska Liquor Control Commission. **Check one**.....Yes _____ No _____
3. Date of hearing of Governing Body: _____
4. Type or write the Motion as voted upon by the Governing Body. If additional Motions are made by the Governing Body, then use an additional page and follow same format.

5. Motion was made by: _____ Seconded by: _____
6. Roll Call Vote: _____
7. Check one: The motion passed: _____ The motion failed _____
8. If the motion is for recommendation of denial of the applicant, then list the reasons of the governing body upon which the motion was made. (Attach additional page if necessary)

SIGN HERE _____ **DATE** _____
 clerks signature

APPLICATION FOR LIQUOR LICENSE CHECKLIST

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

86128

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NEBRASKA LIQUOR
CONTROL COMMISSIONApplicant Name MMG Nebraska F&B Inc

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OCT 19 2009

Trade Name Chill's Grill & Bar

Previous Trade Name _____

NEBRASKA LIQUOR
CONTROL COMMISSION

E-Mail Address: _____

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

REQUIRED ATTACHMENTS

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

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

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

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

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

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

CK 2741

b-45-KR

received
mm



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

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

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

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

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

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

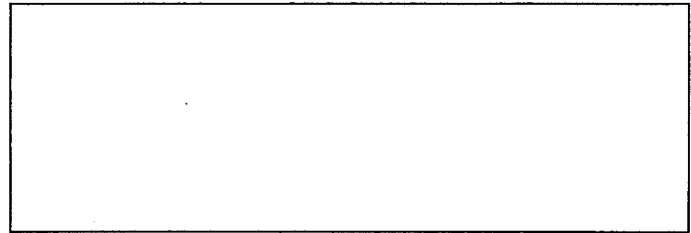
12. If you have a business plan, please submit a copy.

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

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/



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 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 Michael Kelley Phone number: (402) 397-1898

Firm Name Kelley Governmental Relations, LLC, 7134 Pacific Street, Omaha, NE 68106

PREMISE INFORMATION

Trade Name (doing business as) Chili's Grill + Bar

Street Address #1 7875 S. 84th St.

Street Address #2 _____

City La Vista County Sarpy Zip Code 68128

Premise Telephone number (402) 592-4900

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

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

Name MMG Nebraska F+B Inc. OCT - 5 2009

Street Address #1 803 Lake Breeze Drive

Street Address #2 _____

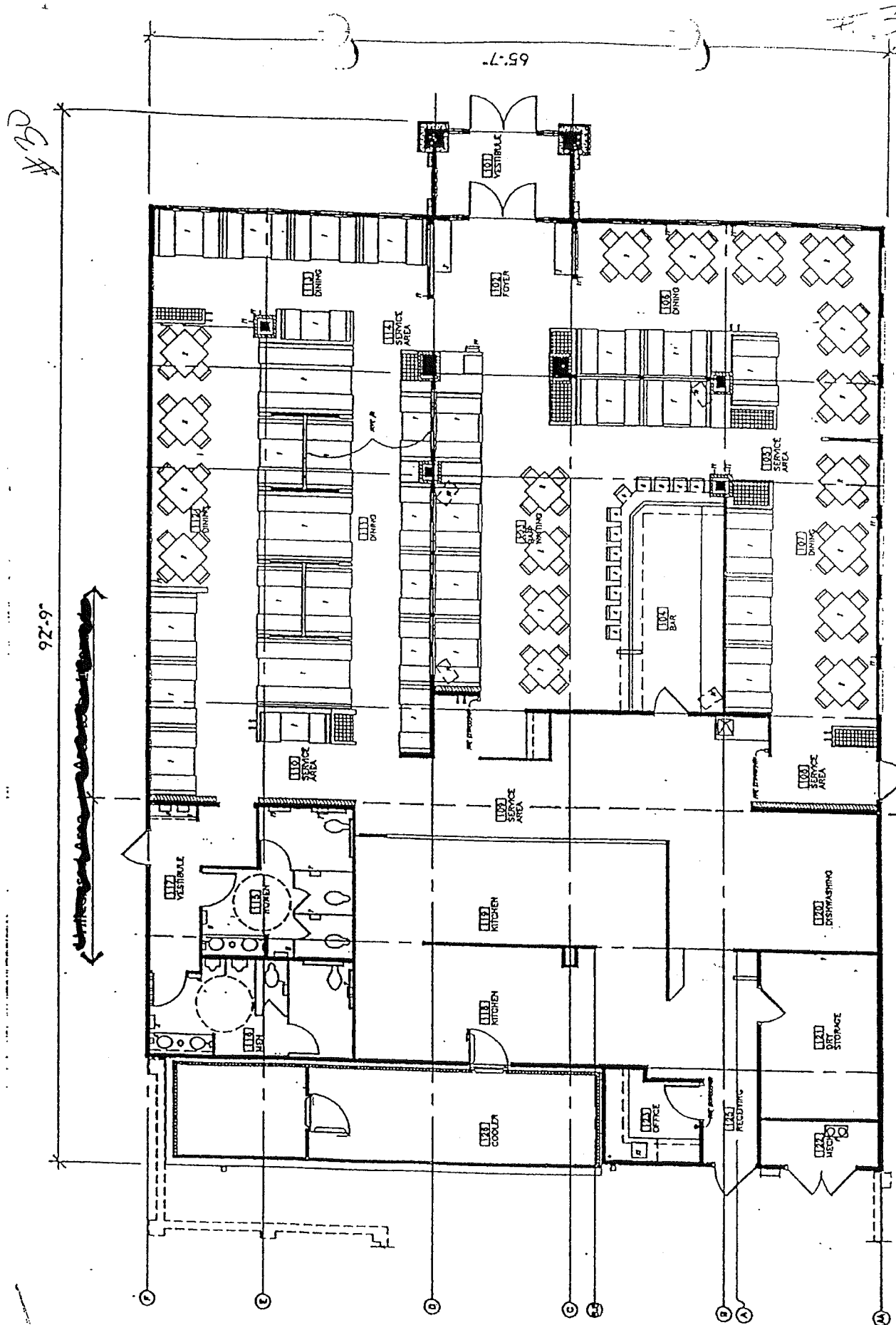
City Highland Village, Tx County Denton Zip Code 75077

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CONTROL COMMISSION**

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.

Please see attached.



Approximately 93' x 66' - single story building
Entire building to be licensed

Description:

New Chili's Grill & Bar restaurant



North

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

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

OCT 19 2009

**NEBRASKA LIQUOR
CONTROL COMMISSION**

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

☐ YES ☒ NO

If yes, give name of business and license number

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

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

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

☐ YES ☒ NO

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

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

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

☐ YES ☒ NO

If yes, list the lender

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

☒ YES ☐ NO

If yes, explain. All involved persons must be disclosed on application. Applicant will retain profits, but will pay a management fee and expense reimbursement to Muy Mucho LP.

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. all furniture, fixtures and equipment used in the restaurant will be owned by Muy Mucho Group LP

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. Applicant will pay a management fee to Muy Mucho LP for providing No silent partners employees, management, inventory and other items.

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.

Mark Menking; Regions Bank, Dallas, TX

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.

None

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:
Joseph Deremer	2006 - 2009	Server and Manager, Chili's Restaurant, Omaha, NE

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 10/29/2011 10/29/2011
☐ Deed
☐ Purchase Agreement

14. When do you intend to open for business? As soon as license is granted

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

16. What are the anticipated hours of operation? Sun-Thur 11 - 10:30; Fri-Sat 11 - 11

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

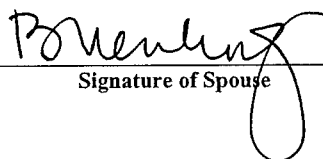
RESIDENCES FOR THE PAST 10 YEARS, APPLICANT AND SPOUSE MUST COMPLETE					
APPLICANT: CITY & STATE	YEAR FROM TO		SPOUSE: CITY & STATE	YEAR FROM TO	
Highland Village, TX	1999	2009	Highland Village, TX	1999	2009

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

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

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


Signature of Applicant


Signature of Spouse

Signature of Applicant

Signature of Spouse

Signature of Applicant

Signature of Spouse

Signature of Applicant

Signature of Spouse

Signature of Applicant

Signature of Spouse

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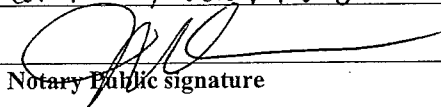
NEBRASKA LIQUOR
CONTROL COMMISSION

State of ~~Nebraska~~ TEXAS

County of DALLAS

The foregoing instrument was acknowledged before me this Sept. 24, 2009 by

Mark Menkins

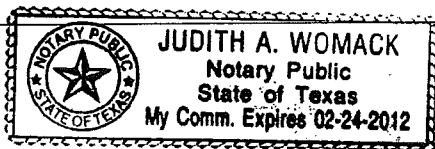

Notary Public signature

The foregoing instrument was acknowledged before me this Sept. 24, 2009 by

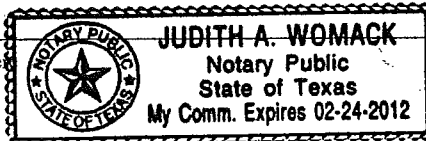
Beth Menking


Notary Public signature

Affix Seal Here



Affix Seal Here



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

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: CT Corporation System

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

MMG Nebraska Fib Inc.

Corporation Address: 803 Lake Breeze Dr.

City: Highland Village State: TX Zip Code: 75077

Corporation Phone Number: 972-966-2221 Fax Number: _____

Total Number of Corporation Shares Issued: _____

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

Last Name: Menking First Name: Mark MI: _____

Home Address: 803 Lake Breeze Dr City: Highland Village

State: TX Zip Code: 75077 Home Phone Number: 972-966-2221

Mark Menking

Signature of president

State of ~~Nebraska~~ TEXAS
County of DALLAS

The foregoing instrument was acknowledged before me this

September 24, 2009

date

by Mark Menking

name of person acknowledged

Notary Public signature

Affix Seal Here



JUDITH A. WOMACK
Notary Public
State of Texas
My Comm. Expires 02-24-2012

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

Last Name: Menking First Name: Mark MI: D

Social Security Number: _____ Date of Birth: _____

Title: President Number of Shares: _____

Spouse Full Name (indicate N/A if single): Beth Y. Menking

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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OCT 19 2009

NEBRASKA LIQUOR
CONTROL COMMISSION

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Title: _____ Number of Shares: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Title: _____ Number of Shares: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Is the applying Corporation controlled by another Corporation?

☐ YES

☒ NO

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

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NEBRASKA LIQUOR
CONTROL COMMISSION

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

Starting Date: January 1 Ending Date: December 31

Is this a Non-Profit Corporation?

☐ YES

☒ NO

If yes, provide the Federal ID #.

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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.

REVISED 5/2007

SPOUSAL AFFIDAVIT OF NON PARTICIPATION INSERT

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

Office Use

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]

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

Beth Menking

Printed name of spouse asking for waiver

State of

TEXAS

County of

DALLAS

September 24, 2009

date

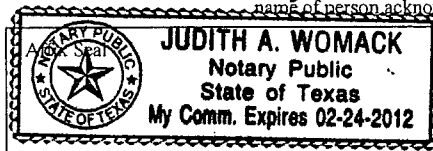
[Signature]
Notary Public signature

The foregoing instrument was acknowledged before me this

by

Beth Menking

name of person acknowledged



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

[Signature]

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

Mark Menking

Printed name of applying individual

State of

TEXAS

County of

DALLAS

September 24, 2009 by

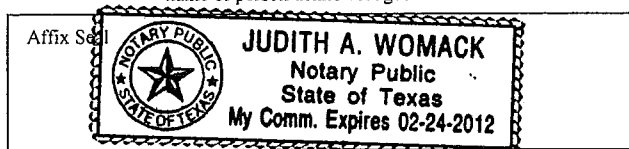
date

[Signature]
Notary Public signature

The foregoing instrument was acknowledged before me this

Mark Menking

name of person acknowledged



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.

**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

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:

MMG Nebraska F+B Inc.

Premise information

Premise License Number:

(if new application leave blank)

Premise Trade Name/DBA:

Chili's Grill + Bar

Premise Street Address:

7875 S 84th St

City:

La Vista

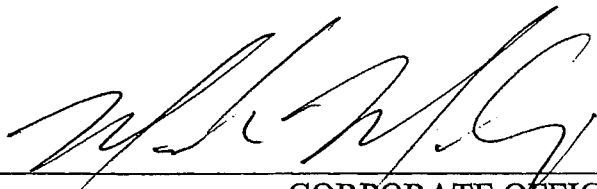
Zip Code:

68128

Premise Phone Number:

402-592-4900

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)

LAV

Manager's information must be completed below PLEASE PRINT CLEARLY

Gender: ☒ MALE ☐ FEMALE

Last Name: DEREMER First Name: JOSEPH MI: 5

Home Address (include PO Box if applicable): 5616 S. 158th St.

City: OMAHA State: NE Zip Code: 68135

Home Phone Number: (402) 697-3827 Business Phone Number: (402) 592-4900

Social Security Number: Drivers License Number & State:

Date Of Birth: Place Of Birth: BALTIMORE, MD.

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: DEREMER First Name: DAWN MI: 5

Social Security Number: Drivers License Number & State:

Date Of Birth: Place Of Birth: ATLANTA, GA

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

APPLICANT

SPOUSE

CITY & STATE	YEAR FROM	TO	CITY & STATE	YEAR FROM	TO
<u>See Attached</u>					

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM	TO	NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
<u>2001</u>	<u>Present</u>	<u>BRUNER INTERNATIONAL</u>	<u>SEBASTIAN MILANO</u>	<u>(817) 498-3486</u>
<u>1998</u>	<u>2001</u>	<u>MADISON BLACKWOLF</u>	<u>AL GALLAGHER</u>	<u>N/A</u>

JOSEPH DEREMER PAST 10 YEARS RESIDENCE

OMAHA, NE - 2006 - PRESENT
LAS VEGAS, NV. - 2005 - 2006
SUNNYVALE, CA. - 2004 - 2005
SAN JOSE, CA. - 2002 - 2004
LAS VEGAS, NV. - 2001 - 2002
LINCOLN, NE - 2001 (SUMMER)
MADISON, WI - 1998 - 2001

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NEBRASKA LIQUOR
CONTROL COMMISSION

DAWN DEREMER

OMAHA, NE. 2006 - PRESENT
LAS VEGAS, NE. 2005 - 2006
SUNNYVALE, CA. 2004 - 2005
- SAN JOSE, CA. 2002 - 2004
- LAS VEGAS, NV. 2001 - 2002
- MIDDLETON, WI. 1998 - 2001

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.

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CONTROL COMMISSION

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

☐ YES

☒ NO

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

☒ YES

☐ NO

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

☒ YES

☒ NO

Barrett's Bar

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

Date:	Where:
2006-Present	CITRUS GRILL AND BAR (SERVE SAFE CERTIFIED)

PERSONAL OATH AND CONSENT OF INVESTIGATION

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


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

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

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Signature of Manager Applicant


Signature of Spouse
NEBRASKA LIQUOR
CONTROL COMMISSION

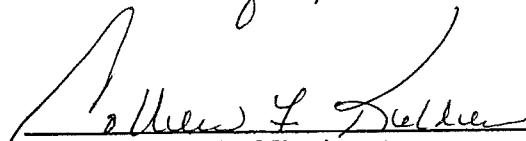
State of Nebraska

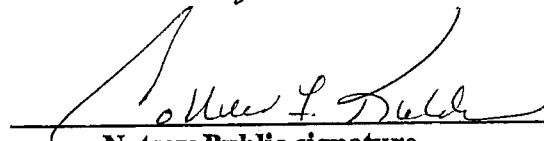
County of Douglas

County of Douglas

The foregoing instrument was acknowledged before me this 20th of Sept. 2009 by

The foregoing instrument was acknowledged before me this 21st of Sept. 2009 by

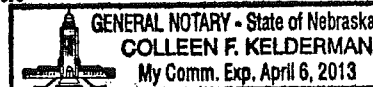

Notary Public signature


Notary Public signature

Affix Seal Here



Affix Seal Here



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

Revised 9/2008

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.

Dawn Deremer

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

State of Nebraska

County of Douglas

Sept 21st 2009
date

Colleen F. Kelderman
Notary Public signature

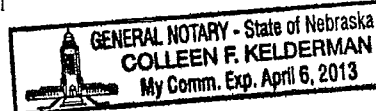
Dawn Deremer

Printed name of spouse asking for waiver

The foregoing instrument was acknowledged before me this

by Dawn Deremer
name of person acknowledged

Affix Seal



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

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

State of Nebraska

County of Douglas

Sept 21st 2009
date

Colleen F. Kelderman
Notary Public signature

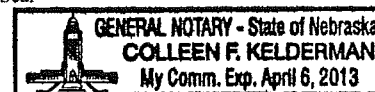
JOSEPH SCOTT DEREMER

Printed name of applying individual

The foregoing instrument was acknowledged before me this

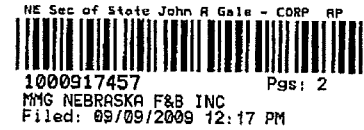
by Joseph S. Deremer
name of person acknowledged

Affix Seal



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

ARTICLES OF INCORPORATION
OF
MMG NEBRASKA F&B INC



The undersigned, Anthony J. Barbieri, Incorporator, for the purpose of forming a lawful corporation under the laws of the State of Nebraska, hereby adopts these Articles of Incorporation.

ARTICLE I.

The name of the corporation shall be **MMG NEBRASKA F&B INC.**

ARTICLE II.

The principal place of transacting the business of the Corporation shall be in Omaha, Douglas County, Nebraska, and such other counties and states as determined by the stockholders and the Board of Directors as being in the best interests of the Corporation. The initial registered office of the Corporation shall be 1024 K Street, Lincoln, NE 68508, and the Registered Agent at that address shall be C T Corporation System.

ARTICLE III.

The nature of the business and purpose for which this corporation is formed shall be the operation of a food and beverage service and related activities.

ARTICLE IV.

The name and place of residence of the incorporator is Anthony J. Barbieri, 2100 Ross Avenue, Suite 750, Dallas, Texas 75201.

ARTICLE V.

The corporation shall have perpetual existence and shall commence doing business at the time of the filing of its Articles of Incorporation with the Secretary of the State of Nebraska.

ARTICLE VI.

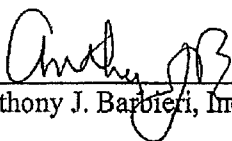
The affairs of the corporation shall be conducted by a Board of Directors of not less than one, and by the statutory officers elected by the shareholder(s), to wit: the President and any other officers the shareholder(s) decides to elect or as may be provided by the By-Laws. The Board of Directors shall have the power to make, alter or amend the By-Laws of the corporation. The Articles of Incorporation may be amended at any regular or special meeting of the Board of Directors or as otherwise permitted by the By-Laws.

ARTICLE VII.

The private property of the shareholder(s) of this corporation shall not be subject to the payment of the corporate debts.

ARTICLE VIII.

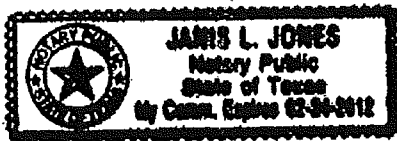
The corporation shall be authorized to issue common stock only, and shall be authorized to issue 10,000 shares of common stock with a par value of \$0.00 per share.

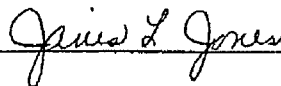


 Anthony J. Barbieri, Incorporator

STATE OF TEXAS)
) ss
 COUNTY OF DALLAS)

On the 4th day of ~~August~~ ^{September}, 2009, before me, a Notary Public, in and for said County, personally appeared the above named, Anthony J. Barbieri, known to me to be the identical person who executed the foregoing Articles of Incorporation as Incorporator, and he acknowledged to me that his execution of such instrument was his voluntary act and deed.





 Notary Public

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OCT 19 2009

RESTAURANT MANAGEMENT AGREEMENT

NEBRASKA LIQUOR
CONTROL COMMISSION

This RESTAURANT MANAGEMENT AGREEMENT (the "Agreement") is made effective as of (though not necessarily on) October 29, 2009 (the "Effective Date"), between MUY MUCHO GROUP LP, a Texas limited partnership ("Manager"), and MMG NEBRASKA F & B INC., a Nebraska corporation ("Licensee").

WITNESSETH:

WHEREAS, the Manager is the franchisee of three (3) Chili's Grill & Bar Restaurants in Nebraska located in the following cities: Lincoln, LaVista, and Omaha (collectively referred to herein as the "Locations"), as more fully described on Exhibit "A" hereto;

WHEREAS, the Manager has engaged Licensee's services to act as the agent and representative of the Manager for the purpose of managing the service and sale of food, beer, wine, spirits and alcohol (collectively, the "Services") for the Manager at the Locations, in consideration for which Licensee will receive all gross revenues derived from the sale of the Services;

WHEREAS, the Manager desires to provide all management and operational support required for Licensee to be able to operate the Services at the Locations as provided herein (the "Management Services"), and Licensee desires Manager to provide such Management Services, all on the terms and conditions set forth herein,

NOW THEREFORE, in consideration of the terms set forth herein, the parties hereby agree as follows:

1. **Term.** This Agreement shall remain in effect for a period beginning on the Effective Date and continuing for one (1) year therefrom, unless terminated earlier as provided below. The period for which this Agreement remains in effect (including any renewals hereof) is referred to herein as the "Term". The period of one (1) year beginning on the Effective Date is referred to as a "Term Year", and each successive period of one (1) year during the Term or any renewals thereof (and any final period of one (1) year or shorter during the Term) shall also be referred to as a "Term Year". Notwithstanding the foregoing, the Term hereof shall automatically renew for one (1) year (with each renewal also being referred to herein as a "Term Year") upon the expiration of each Term Year. This Agreement may be terminated at any time only upon thirty (30)-days prior written notice by Manager. Notwithstanding the foregoing, Licensee's appointment by Manager as the agent and representative of Manager with respect to the Services shall be terminable by Manager at any time in Manager's sole and absolute discretion, upon which this Agreement shall automatically terminate without the necessity of further action by either Manager or Licensee. Upon default in any term or condition of this Agreement, Manager shall have the right to pursue any and all remedies available herein, or at law or in equity.

2. **Duties Of Licensee.** Subject to the other provisions of this Agreement, the duties and responsibilities of the Licensee in connection with the Services are to act on behalf of the Manager as follows:

(i) Collection of Revenue; Monthly Accounting. Licensee shall collect and retain all revenues from the sale of the Services at the Locations. On the first day of each month, Licensee shall provide a monthly accounting to Manager of all revenues collected at each Location in the preceding month, allocated among the type of Services provided from which the revenues were derived.

(ii) Maintenance of Food/Health Permits and Liquor Licenses. Licensee shall take all actions necessary to obtain and maintain any and all licenses or permits which are necessary to permit the Services to be conducted at the Locations (collectively, the "Licenses"), and Licensee shall keep all Licenses valid, up to date, and in force during the entire Term and any renewals hereof. The Licensee shall pay all expenses and fees in connection with the Licenses, and any other expenses or fees in connection with the Services as are required.

(iii) Records. Licensee shall maintain accurate records of all moneys received and disbursed in connection with the Services, and such records shall be open for inspection by the Manager at all times, and from time to time. The Licensee shall also render to the Manager a monthly statement showing all receipts and disbursements relating to the Services.

(iv) Inventory Management and Control. Licensee shall be responsible for managing, keeping accurate records of, maintaining, and controlling the inventory necessary to provide the Services at each of the Locations.

(v) Payment of Sales Taxes. Licensee shall be responsible for the payment of all Sales Tax imposed on the Services or the provision thereof, and shall be responsible for paying any taxes imposed upon Licensee's license to conduct business at each of the Locations.

(vi) Compliance with Sublease. Licensee and Manager have entered into a Commercial Sublease with respect to each of the Locations, in order to permit Licensee to occupy the premises and perform the Services at the Locations. Licensee shall comply with each and every term of the Sublease applicable to the Locations.

(vii) Compliance with Laws. Licensee shall perform the Services in full compliance with the requirements of all applicable laws, rules, regulations, or ordinances applicable to the Locations.

3. Duties of Manager. Subject to the other provisions of this Agreement, the duties and responsibilities of Manager are to provide the Management Services, which shall include, but is not limited to, the provision to each Location of, and payment of all expenses related to, the following: operational support and management; inventory; equipment, furniture, and fixtures; utilities; insurance; taxes; employees; payroll services; maintenance of service contracts; accounting and oversight; filing and maintenance of licenses and permits other than those which are the responsibility of Licensee hereunder; compliance with the terms of the Sublease; and other items necessary to permit the Services to be conducted at the Locations.

4. Reimbursement of Management Services Expense. Licensee shall reimburse Manager for all expenses incurred by Manager related to its provision of the Management Services, within fifteen (15) days of receipt of Manager's written invoice therefor.

5. Management Fee. In addition to Licensee's reimbursement to Manager for the expenses of the Management Services as provided in Paragraph 4, Licensee shall compensate Manager for its provision of Management Services pursuant to this Agreement by paying a monthly Management Fee within fifteen (15) days of receipt of Manager's written invoice therefor.

6. Indemnification.

A. Subject to the provisions of section 6.B. below, Manager will indemnify and hold harmless Licensee and its officers, directors, principals, partners, members, employees, agents, representatives and affiliates, (each being an "Indemnified Party") from and against any and all losses, claims, actions, damages and liabilities, joint or several, to which such Indemnified Party may become subject under any applicable federal or state law, made by any third party or otherwise, relating to or arising out of the Services or other matters referred to in or contemplated by this Agreement or the engagement of such Indemnified Party by Manager or pursuant to this Agreement, and the performance by such Indemnified Party of the Services or other matters referred to or contemplated by this Agreement (collectively or individually a "Loss"), **EVEN THOUGH SUCH LOSS IS CAUSED BY OR ALLEGED TO BE CAUSED BY THE NEGLIGENCE OR FAULT OF THE INDEMNIFIED PARTY OR ITS AGENTS**, and Manager will reimburse any Indemnified Party for all costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) as they are incurred in connection with the investigation of, preparation for, or defense of any pending or threatening Loss, or any action or proceeding arising therefrom, whether or not such Indemnified Party is a party thereto. Manager will not be liable under the foregoing indemnification provision to the extent that any Loss is determined by a court, in a final judgment from which no further appeal may be taken, to have resulted solely from the gross negligence or willful misconduct of such Indemnified Party.

B. Licensee and Manager hereby mutually waive their respective rights of recovery against each other for any loss of, or damage to, either parties' property, to the extent that such loss or damage is insured by an insurance policy in effect at the time of such loss or damage. Each party shall obtain any special endorsements, if required by its insurer whereby the insurer waives its rights of subrogation against the other party. The provisions of this section shall

not apply in those instances in which waiver of subrogation would cause either party's insurance coverage to be voided or otherwise made uncollectible.

7. **Delivery Upon Termination.** Upon termination of this Agreement, the parties shall account to each other with respect to all uncompleted business hereunder, and the Licensee shall promptly deliver to the Manager all leases, books, records, Licenses and other documents and instruments relating to the sale of the Services at each of the Locations that may be in the possession or custody of the Licensee.

8. **Miscellaneous.**

A. This Agreement contains the entire agreement of the parties concerning the subject matter hereof, and supersedes any and all prior agreements among the parties hereto concerning the subject matter hereof, which prior agreements, if any, are hereby canceled. This Agreement may not be changed, modified, amended, discharged, abandoned or terminated orally, but only by an agreement in writing, signed by the parties hereto.

B. If any of the provisions of this Agreement is held invalid, such invalidity shall not affect the other provisions hereof that can be given effect without the invalid provision, and to this end the provisions of this Agreement are intended to be and shall be deemed severable.

C. Any and all notices, requests, demands or other communications hereunder shall be in writing and shall be deemed given if delivered personally, sent via facsimile or overnight courier, or sent by certified or registered mail, return receipt requested, to the parties at their respective addresses set forth first above or to such addresses as may from time to time be designated by them respectively in writing by notice similarly given to all parties in accordance with this paragraph. A copy of all such notices, requests, demands, or other communications hereunder to the parties shall be sent to the parties at the following addresses:

If to Manager: Muy Mucho Group LP
803 Lake Breeze Drive
Highland Village, Texas 75077

With a copy to:

Kessler & Collins, P.C.
2100 Ross Avenue, Suite 750
Dallas, Texas 75201
Attn: Gary S. Kessler

If to Licensee: MMG Nebraska F & B Inc.
803 Lake Breeze Drive
Highland Village, Texas 75077

or to such other address as may designate by written notice to the parties hereto and the other such attorneys. Notices under this Agreement shall be deemed delivered on the date delivered personally or sent via facsimile, the next business day after being sent via overnight courier, or three (3) business days after being sent via certified mail, return receipt requested, as the case may be.

D. Waiver by any party of any breach of this Agreement or failure to exercise any right hereunder shall not be deemed to be a waiver of any other breach or right. The failure of any party to take action by reason of any such breach or to exercise any such right shall not deprive such party of the right to take action at any time while such breach or condition giving rise to such right continues.

E. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Notwithstanding the above, however, the parties recognize that the Services to be provided by Licensee hereunder are unique, and accordingly, this Agreement may not be assigned by Licensee, nor any obligation hereunder delegated by Licensee, without Manager's express prior written consent.

F. This Agreement shall be governed by and construed under the laws of the State of Texas. Any action brought to enforce the terms of this Agreement shall be brought in the state and federal courts of Dallas County, Texas. This Agreement may be executed in counterparts, each of which when executed shall be deemed an original.

G. Nothing herein shall be construed to create a joint venture or partnership between the parties hereto or an employee/employer relationship. Licensee shall be an independent contractor pursuant to this Agreement. Neither party hereto shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party or to bind the other party to any contract, agreement or undertaking with any third party.

[The remainder of this page is left intentionally blank]

[Signatures to follow]

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**NEBRASKA LIQUOR
CONTROL COMMISSION**

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of (though not necessarily on) the date first above written.

MANAGER:

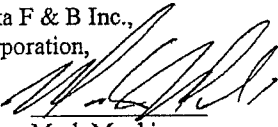
Muy Mucho Group LP,
a Texas limited partnership

By: Muy Mucho GP, LLC,
a Texas limited liability company
Its: General Partner

By: 
Mark Menking, its Manager

LICENSEE:

MMG Nebraska F & B Inc.,
a Nebraska corporation,

By: 
Mark Menking
Its: President

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OCT 19 2009

**NEBRASKA LIQUOR
CONTROL COMMISSION**

EXHIBIT "A"

The Locations

Chili's #923 Lincoln

6730 S. 27th St., Lincoln, Nebraska

Chili's #931 LaVista

7875 S. 84th St., LaVista, Nebraska

Chili's #907 Omaha I

3202 S. 143rd Plaza, Omaha, Nebraska

EXHIBIT "A"

[PROPERTY DESCRIPTION]

3202 S. 143rd Plaza, Omaha, Nebraska 68144

See attached legal description

EXHIBIT A
Chili's Unit #7

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NEBRASKA LIQUOR
CONTROL COMMISSION

A tract of land being part of Lot 7, Oak View, a subdivision located in the West half (W1/2) of Section 36, Township 15 North, Range 11 East, Douglas County, Nebraska and more particularly described as follows:

Beginning at the Northwestern most corner of said Lot 7, Oak View Subdivision; thence S 90 degrees 00' 00" E, along the North lot line of said Lot 7, a distance of 19.07 feet to a point of curvature; thence Southeasterly along the northeasterly lot line of said Lot 7 on a curve to the right, said curve having a radius of 85.00 feet, a long chord of 34.53 feet bearing S 78 degrees 16' 49" E and an arc length of 34.77 feet to a point of tangency; thence S 66 degrees 33' 38" E along the said Northeasterly lot line of Lot 7 a distance of 134.64 feet to the Northeasterly most corner of said Lot 7; thence southwesterly on a curve to the left, said curve having a radius of 1,655.00 feet, a long chord of 273.06 feet, bearing S 7 degrees 10' 14" W and an arc length 273.37 feet; thence N 90 degrees 00' 00" W a distance of 142.33 feet to the east right-of-way line of 144th Street; thence N 0 degrees 00' 00" W along the east right-of-way line of 144th Street, a distance of 331.50 feet to the Point of Beginning.

The total area of the tract is 1.115 acres more or less.

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NEBRASKA LIQUOR
CONTROL COMMISSION

EXHIBIT A

LEGAL DESCRIPTION

Lot 13, Block 1, SouthPointe Pavilions 1st Addition, an Addition to the City of Lincoln, as surveyed, platted and recorded, Lancaster County, Nebraska; together with all rights and interest in and to the Construction, Operation and Reciprocal Easement Agreement, recorded June 3, 1998 at Instrument No. 98-26882, Records of Lancaster County, Nebraska.

Street Address: -

6730 South 27th Street
Lincoln, NE 68508

Chili's No. 23

EXHIBIT A

LEGAL DESCRIPTION

Lot 6, Brentwood Crossing, an Addition to the City of La Vista, in Sarpy County, Nebraska.

Street Address:

7865 S. 84 Street
La Vista, Nebraska 68128

Chili's No. 30

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OCT 19 2009

COMMERCIAL SUBLEASE

**NEBRASKA LIQUOR
CONTROL COMMISSION**

THIS SUBLEASE (the "Lease") is made effective as of (though not necessarily on) October 29, 2009 by and between Muy Mucho Group LP, a Texas limited partnership (hereinafter "Lessor") and MMG Nebraska F & B Inc., a Nebraska corporation (hereinafter "Lessee"). In consideration for the mutual promises and covenants contained herein, and for other good and valuable consideration, the parties hereby agree as follows:

1. The Lessor subleases to the Lessee, and the Lessee subleases and rents from the Lessor, the premises described on Exhibit "A" attached hereto and incorporated herein ("Premises"). Landlord acknowledges and agrees that it has the full right, capacity and authority to grant the sublease herein and carry out all the terms of this Lease, pursuant to those certain Lease Agreements dated October 29, 2009 leasing the Premises to Lessor.

2. The term ("Term") of the Lease shall be for two (2) years commencing on the date hereof and ending two (2) years from said date. This Lease is contingent upon Lessee obtaining state retail business licenses and state alcoholic beverage licenses as well as all local permits and licenses required for operation of a Chili's Grill & Bar restaurant in the Premises.

3. The Lessee shall pay to Lessor as rent \$612,000.00 per year in equal monthly installments payable in advance at the office of the Lessor.

4. This Lease is subject to all present or future mortgages affecting the Premises.

5. Lessee agrees that it shall use the Premises to conduct its present business operations of a Chili's Grill & Bar Restaurant and any other incidental lawful use. Lessee further agrees that it will observe and comply with all present and future laws, ordinances, requirements, orders, directions, rules and regulations of all governmental authorities affecting the Premises.

6. Lessee shall be responsible for the cost of all maintenance and repair during the Lease term including, without limitations the interior of the Premises, windows, doors, plumbing, electrical, cooling and air conditioning and heating system, stairways, parking areas, sprinkler, roof and exterior facing of the Premises.

7. Lessor reserves the right to enter and be upon the Premises at all reasonable times to inspect and if Lessor deems advisable to repair, alter, improve and remodel the Premises. Lessee shall not be entitled to any compensation, damages, or abatement or reduction in rent on account of any such repairs, alterations, improvements

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OCT 10 2009

or remodeling. For a period of 120 days prior to the expiration of this Lease, Lessor shall have the right to re-enter upon the Premises at all reasonable times and exhibit the same to prospective Lessees.

NEBRASKA LIQUOR
CONTROL COMMISSION

8. DAMAGE OR DESTRUCTION:

(a) If the Premises are damaged by fire or other casualty, Lessor may, at its option, exercisable within 90 days of the date of such damage, elect either to repair and restore the same or to terminate this Lease.

(b) If Lessor shall elect under paragraph 8(a) above to repair or restore the Premises, it shall do so at its own expense within a reasonable time thereafter and rent shall abate in proportion to the uninhabitability of the Premises from the date of damage until the Premises are available for occupancy.

(c) If Lessor shall elect under paragraph 8(a) above to terminate this Lease, this Lease will terminate as of the date of such damage or destruction.

9. DEFAULT:

(a) If Lessee shall: (i) fail to pay any rent or any other sum of money due hereunder when due and such failure shall continue for a period of 10 days after written notice of such default by Lessor to Lessee; or (ii) fail to perform or comply with any other covenant or agreement herein contained, and such failure shall continue for a period of 30 days after written notice thereof is given to Lessee provided that if such default or breach cannot be cured within 30 days and Lessee is diligently pursuing such cure, Lessee shall be granted an additional 30 days to cure the same; or (iii) vacate the Premises, or be declared bankrupt, or have a receiver appointed, or make an assignment for the benefit of creditors; this Lease shall be in default, and at any time thereafter Lessor may, at its option:

(1) terminate this Lease; or

(2) pay or perform that obligation as to which the Lessee is in default, and the Lessee shall thereupon be indebted to the Lessor for all amounts so paid or advanced and all costs and expenses incurred in connection therewith, such indebtedness to be payable on demand; or

(3) re-enter, take possession of the Premises and remove all persons and property therefrom, all without notice or legal process and without being deemed guilty of trespass, or liable for any loss or damage occasioned thereby. If Lessee shall, after default, voluntarily give up possession of the Premises to Lessor, or deliver the keys to said Premises to Lessor, or both, such actions shall be deemed to be in compliance with

Lessor's rights, and the acceptance thereof by Lessor shall not be deemed to constitute a surrender of the Premises. Lessor may either terminate this Lease, or, without terminating this Lease, may relet said Premises (or any part thereof) for such term or terms (including a term extending beyond the term of this Lease), at such rental or rentals and upon such other terms and conditions as Lessor in its sole discretion may deem advisable. Upon each such reletting all rentals shall be applied first to the payment of any costs and expenses of such reletting, including brokerage fees, attorney's fees and cost of any alterations and repairs which Lessor, in its sole judgment, deemed necessary in connection with such reletting and then to the payment of rent and other amounts due and unpaid hereunder; and the residue, if any, shall be held by Lessor and applied in payment of future rent or damage as the same may become due and payable hereunder. If such rentals received from such reletting during any month shall be less than that to be paid during said month by Lessee hereunder, Lessee shall pay any such deficiency to Lessor monthly. No such reentry or retaking of possession by Lessor shall be construed as an election by Lessor to terminate. Notwithstanding any such reletting without termination, Lessor may at any time thereafter elect to terminate this Lease for such previous breach.

10. The Lessee shall not permit or engage in any activity which will effect an increase in the rate of insurance for the Building in which the Premises is contained nor shall the Lessee permit or commit any nuisance thereon. Lessee shall not permit or commit waste to the Premises.

11. The Lessee shall not sublet or assign the Premises nor allow any other person or business to use or occupy the Premises without the prior written consent of the Lessor.

12. To the extent not expressly prohibited by law, and except to the extent caused by Lessor's gross negligence or willful misconduct, neither Lessor nor Lessor's officers, directors, employees, members, managers, representatives or agents shall be liable to Lessee, or to Lessee's members, agents, servants, employees, customers, licensees, or invitees for any injury to person or damage to property caused by any act, omission, or neglect of Lessee, its members, agents, servants, employees, customers, invitees, licensees or by any other person entering the Premises or upon Lessor's property under the invitation of Lessee or arising out of the use of the Premises by Lessee and the conduct of its business or out of a default by Lessee in the performance of its obligations hereunder. Lessee hereby indemnifies and holds Lessor and Lessor's officers, directors, employees, members, managers, representatives and agents ("Indemnitees"), harmless from all liability and claims for any property damage, or bodily injury or death of, or personal injury to, a person in or on the Premises, for liability and claims which are the

result of the sole, joint or concurrent acts, negligent or intentional, or otherwise, of Lessee, or its employees, agents, servants, customers, invitees or licensees. Notwithstanding the terms of this Lease to the contrary, the terms of this Section shall survive the expiration or earlier termination of this Lease.

13. Lessee shall not make any alterations in, additions to or improvements to the Premises without the prior written consent of the Lessor. At the end of the term of this Lease, the Lessee shall surrender and deliver up the Premises in the same condition (subject to any additions, alterations or improvements, if any) as presently exists, reasonable wear and tear excepted.

14. This Lease shall be construed, governed and administered in accordance with the laws of the State of Nebraska.

[The remainder of this page left intentionally blank]

[Signatures to follow]

IN WITNESS WHEREOF Lessor and Lessee have executed this Lease effective ~~and the date first written~~

above.

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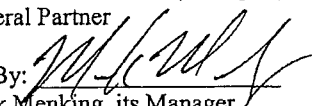
OCT 19 2009

LESSOR:

Muy Mucho Group LP,
a Texas limited partnership

**NEBRASKA LIQUOR
CONTROL COMMISSION**

By: Muy Mucho GP, LLC,
a Texas limited liability company
Its: General Partner

By: 
Mark Menking, its Manager

LESSEE:

MMG Nebraska F & B Inc.,
a Nebraska corporation,

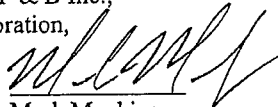
By: 
Mark Menking
Its: President

EXHIBIT "A"

The Locations

Chili's #923 Lincoln

6730 S. 27th St., Lincoln, Nebraska

Chili's #931 LaVista

7875 S. 84th St., LaVista, Nebraska

Chili's #907 Omaha I

3202 S. 143rd Plaza, Omaha, Nebraska

[See attached legal descriptions]

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**NEBRASKA LIQUOR
CONTROL COMMISSION**

EXHIBIT "A"

[PROPERTY DESCRIPTION]

3202 S. 143rd Plaza, Omaha, Nebraska 68144

See attached legal description

EXHIBIT A
Chili's Unit #7

A tract of land being part of Lot 7, Oak View, a subdivision located in the West half (W1/2) of Section 36, Township 15 North, Range 11 East, Douglas County, Nebraska and more particularly described as follows:

Beginning at the Northwesternly most corner of said Lot 7, Oak View Subdivision; thence S 90 degrees 00' 00" E, along the North lot line of said Lot 7, a distance of 19.07 feet to a point of curvature; thence Southeasterly along the northeasterly lot line of said Lot 7 on a curve to the right, said curve having a radius of 85.00 feet, a long chord of 34.53 feet bearing S 78 degrees 16' 49" E and an arc length of 34.77 feet to a point of tangency; thence S 66 degrees 33' 38" E along the said Northeasterly lot line of Lot 7 a distance of 134.64 feet to the Northeasterly most corner of said Lot 7; thence southwesterly on a curve to the left, said curve having a radius of 1,655.00 feet, a long chord of 273.06 feet, bearing S 7 degrees 10' 14" W and an arc length 273.37 feet; thence N 90 degrees 00' 00" W a distance of 142.33 feet to the east right-of-way line of 144th Street; thence N 0 degrees 00' 00" W along the east right-of-way line of 144th Street, a distance of 331.50 feet to the Point of Beginning.

The total area of the tract is 1.115 acres more or less.

EXHIBIT A

LEGAL DESCRIPTION

Lot 13, Block 1, SouthPointe Pavilions 1st Addition, an Addition to the City of Lincoln, as surveyed, platted and recorded, Lancaster County, Nebraska; together with all rights and interest in and to the Construction, Operation and Reciprocal Easement Agreement, recorded June 3, 1998 at Instrument No. 98-26882, Records of Lancaster County, Nebraska.

Street Address: -

6730 South 27th Street
Lincoln, NE 68508

Chili's No. 23

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OCT - 5 2009

NEBRASKA LIQUOR
CONTROL COMMISSION

EXHIBIT A

LEGAL DESCRIPTION

Lot 6, Brentwood Crossing, an Addition to the City of La Vista, in Sarpy County, Nebraska

Street Address:

7865 S. 84 Street
La Vista, Nebraska 68128

Chili's No. 30

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OCT 19 2009
NEBRASKA LIQUOR
CONTROL COMMISSION

IV004UR2 005.0931 Chili's Div-Brinker Date: 9/09/2009
Fiscal Year - 2010 Period - 2 Inventory Extension Time: 11:20:59
0931 Preliminary List Edit Pages: 11
Extended Cost for the period ending - 9/26/2009

Item No.	Item Description	Quantity	U/M	Conv	Costed Quantity	U/M	Corp Cost	Extended Cost	Mgr's Cost	Cost Variance	Extended Variance	Last Purchd
(Continued)												
Inventory Account: 001.005.0931.14500.001 N/A Beverage Inventory												
Cost of Sales Account: 001.005.0931.60500.001 N/A Beverage Costs												
								Account Total:	743.37			
								Prior Period:	728.25			
								Adjustment Amount:	15.12			
									15.12			
									.00			

Inventory Account: 001.005.0931.14500.001 Liquor Inventory												
Cost of Sales Account: 001.005.0931.60630.001 Liquor Costs												
52142	ABSOLUT CITRON VODKA	.50	BT	1.00	.50	BT	24.920	14.95	24.920	.000	.00	.00
58069	ABSOLUT MANDARIN VODKA	.25	BT	1.00	.25	BT	24.920	6.23	24.920	.000	.00	.00
58033	ABSOLUT ILTR	1.10	BT	1.00	1.10	BT	25.950	28.54	25.950	.000	.00	.00
52553	AMARETTO DI SARONNO LIQUEUR	.50	BT	1.00	.50	BT	21.864	11.43	22.864	.000	.00	.00
50859	AMARETTO LIQUEUR	1.50	BT	1.00	1.50	BT	8.543	13.66	8.543	.000	.00	.00
50657	BACARDI FLAV RUM 750ML/LTR	.00	BT	1.00	.00	BT	17.950	.00	17.950	.000	.00	.00
58127	BACARDI O/PEPPER RUM 750/L	.00	BT	1.00	.00	BT	17.950	.00	17.950	.000	.00	.00
52532	BACARDI WH/SLVR LTR RUM	.20	BT	1.00	.20	BT	16.950	3.39	16.950	.000	.00	.00
52369	BALLET'S, IRISH CRN LTR	.25	BT	1.00	.25	BT	23.840	5.96	23.840	.000	.00	.00
52052	BARTON GIN	.50	BT	1.00	.50	BT	7.080	4.24	7.080	.000	.00	.00
52055	BARTON RUM	.25	BT	1.00	.25	BT	7.080	1.75	7.080	.000	.00	.00
52083	BARTON VODKA 750/LTR	1.25	BT	1.00	1.25	BT	6.750	8.43	6.750	.000	.00	.00
50839	BEEFEATER LTR GIN	.90	BT	1.00	.90	BT	21.620	19.45	21.620	.000	.00	.00
50861	BLUE CURACAO LIQUEUR	.60	BT	1.00	.60	BT	11.870	7.12	11.870	.000	.00	.00
50840	BOMBAY GIN 750/LTR	.60	BT	1.00	.60	BT	20.170	12.10	20.170	.000	.00	.00
52186	BOMBAY SAPH LTR GIN	.75	BT	1.00	.75	BT	24.420	18.31	24.420	.000	.00	.00
50855	CACAO DARK LIQUEUR	1.00	BT	1.00	1.00	BT	11.200	11.20	11.200	.000	.00	.00
52756	CACAO WH/SLVR LTR	.50	BT	1.00	.50	BT	11.200	11.20	11.200	.000	.00	.00
50817	CANADIAN CLUB LTR WHISKEY	2.50	BT	1.00	2.50	BT	17.170	8.58	17.170	.000	.00	.00
50846	CAPT MORGANS LTR RUM	2.50	BT	1.00	2.50	BT	17.950	46.57	17.950	.000	.00	.00
52586	CHABARD LIQUEUR	.60	BT	1.00	.60	BT	27.870	16.72	27.870	.000	.00	.00
50822	CHIVAS, SCOTCH LTR	.90	BT	1.00	.90	BT	35.120	31.60	35.120	.000	.00	.00
52441	CLAN MACGREGOR SCOTCH	.40	BT	1.00	.40	BT	8.764	3.50	8.764	.000	.00	.00
52593	CLASSIC WHISKEY	.90	BT	1.00	.90	BT	9.950	8.95	9.950	.000	.00	.00
50868	COURVOISIER LIQ LTR	1.00	BT	1.00	1.00	BT	37.333	37.33	37.333	.000	.00	.00
52506	COURVOISIER 750/LTR LIQUEUR	.60	BT	1.00	.60	BT	30.312	18.18	30.312	.000	.00	.00
50814	CROWN ROYAL, WHISKEY LTR	.75	BT	1.00	.75	BT	28.370	21.27	28.370	.000	.00	.00

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Date: 9/09/2009
Time: 11:20:59
Page: 12

Chili's Div-Brinker

Inventory Extension
Period-End Inventory Edit
Preliminary List
For the period ending - 8/26/2009

Fiscal Year - 2010 Period - 2
0931 - LeVista-Chili's
Extended Cost Based on Corp Cost

Item No.	Item Description	Inventory		Costed		Corp Cost	Extended Cost	Mgt's Cost	Cost Variance	Extended Variance	Last Purchd
		Quantity	U/M	Conv	Quantity						
(Continued)											
Inventory Account: 001.005.0931.14600.001 Liquor Inventory											
Cost of Sales Account: 001.005.0931.50600.001 Liquor Costs											
52170	DEK APPLE SCHNAPPS	.20	BT	1.00	.20	BT	12.540	2.50	12.540	.000	.00
52758	DEK BANANA LTR	1.00	BT	1.00	1.00	BT	12.200	12.20	12.200	.000	.00
52141	DEK BUTTERSHOTS SCHNAPPS L	1.00	BT	1.00	1.00	BT	12.540	12.54	12.540	.000	.00
52460	DEK HAZELNUT LIQUEUR	.00	BT	1.00	.00	BT	11.370	.00	11.370	.000	.00
50778	DEK PEACH SCHNAPPS LTR	1.40	BT	1.00	1.40	BT	12.540	17.55	12.540	.000	.00
52000	DEK WATERMELON/MELON SCHNP	1.60	BT	1.00	1.60	BT	12.540	20.06	12.540	.000	.00
52501	DEK WATERMELON/MELON SCHNP	2.20	BT	1.00	2.20	BT	12.200	26.84	12.200	.000	.00
52472	DEK WATERMELON/MELON SCHNP	1.00	BT	1.00	1.00	BT	25.250	25.25	25.250	.000	.00
52294	DON JULIO TEQUILA SILVER 7	.75	BT	1.00	.75	BT	37.040	27.78	37.040	.000	.00
52509	DRAMBUIE LIQUEUR	.75	BT	1.00	.75	BT	31.016	24.76	31.016	.000	.00
52507	FRANGELICO LIQ 750/LTR	.90	BT	1.00	.90	BT	21.260	13.87	21.260	.000	.00
50829	GRAN GALA 750/LTR	4.00	BT	1.00	4.00	BT	23.540	94.16	23.540	.000	.00
52847	GRAND MANNER LIQ 750/LTR	.80	BT	1.00	.80	BT	38.450	30.76	38.450	.000	.00
50866	GREY GOOSE VODKA LTR/750	1.10	BT	1.00	1.10	BT	37.700	41.47	37.700	.000	.00
52111	HERRADURA GOLD/REPOS 750ML	.50	BT	1.00	.50	BT	33.620	16.81	33.620	.000	.00
50824	J & B SCOTCH	.50	BT	1.00	.50	BT	23.670	11.83	23.670	.000	.00
50823	J WALKER RED LTR SCOTCH	.75	BT	1.00	.75	BT	24.000	18.00	24.000	.000	.00
50812	JACK DANIELS LTR BOURBON	.80	BT	1.00	.80	BT	25.660	20.52	25.660	.000	.00
52497	JAGERMEISTER LIQUEUR	.25	BT	1.00	.25	BT	23.508	5.87	23.508	.000	.00
50827	JAMESON LTR WHISKY	1.00	BT	1.00	1.00	BT	27.200	27.20	27.200	.000	.00
50011	JIM BEAM, BOURBON LTR	.00	BT	1.00	.00	BT	18.250	.00	18.250	.000	.00
52006	JOSE CUERVO GLD LTR TEQ	2.10	BT	1.00	2.10	BT	20.290	42.60	20.290	.000	.00
61004	JOSE CUERVO TRAD 750ML	1.00	BT	1.00	1.00	BT	23.042	23.04	23.042	.000	.00
50862	JOSE CUERVO 1800 LTR TEQ	.60	BT	1.00	.60	BT	26.540	15.92	26.540	.000	.00
50802	JUAREZ SILVER TEQ LTR	.25	BT	1.00	.25	BT	13.000	2.50	13.000	.000	.00
50895	KAHUNA 750/LTR	.75	BT	1.00	.75	BT	24.700	18.52	24.700	.000	.00
52729	KETEL ONE VODKA	.20	BT	1.00	.20	BT	26.090	5.21	26.090	.000	.00
58060	MAKERS MARK LTR	1.00	BT	1.00	1.00	BT	24.000	24.00	24.000	.000	.00
52060	MALIBU LTR RUM	.50	BT	1.00	.50	BT	18.200	9.10	18.200	.000	.00
52543	MENTHWHITE LIQUEUR	.00	BT	1.00	.00	BT	9.520	.00	9.520	.000	.00
51008	MIDORI 750/LTR	.00	BT	1.00	.00	BT	21.870	.00	21.870	.000	.00
50843	MYERS DARK LTR RUM	1.90	BT	1.00	1.90	BT	19.840	37.69	19.840	.000	.00
52579	OLD BUSHMILLS 750ML WHISKE	.80	BT	1.00	.80	BT	25.320	20.25	25.320	.000	.00
55666	PATRON CITRONGE ORANGE 750	1.20	BT	1.00	1.20	BT	22.083	26.49	22.083	.000	.00
52868	PATRON TEQUILA SILVER	.90	BT	1.00	.90	BT	36.540	32.88	36.540	.000	.00
58169	PATRON, TEQ REPOSA 750/LTR	.60	BT	1.00	.60	BT	38.040	22.82	38.040	.000	.00
52850	PRESIDENTS BRANDY	3.20	BT	1.00	3.20	BT	17.500	56.00	17.500	.000	.00
54496	SABUCA LIQUEUR	.00	BT	1.00	.00	BT	23.253	.00	23.253	.000	.00
50806	SAUZA CORNEM LTR TEQ	5.80	BT	1.00	5.80	BT	26.700	154.86	26.700	.000	.00
50804	SAUZA GOLD 750/LTR T	5.80	BT	1.00	5.80	BT	18.200	105.56	18.200	.000	.00

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Chili's Div-Brinker

Date: 9/09/2009

Time: 11:20:59

Period-End Inventory Edit

Page: 13

Preliminary List

For the period ending - 9/26/2009

Extended Cost Based on Corp Cost

Period - 2010 Period - 2

Inventory Extension

0931 - LaVista-Chili's

Period-End Inventory Edit

Extended Cost Based on Corp Cost

Item No.	Item Description	Quantity U/M	Conv	Quantity U/M	Corp Cost	Extended Cost	Mgr's Cost	Cost Variance	Extended Variance	Last Purchd
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(Continued)

Inventory Account:	001.005.0931.14600.001	Liquor Inventory								
Cost of Sales Account:	001.005.0931.60600.001	Liquor Costs								
52684	SAUZA HORRITAS 750ML TEQ	.60	BT	1.00	23.956	14.37	23.956	.000	.00	.00
55405	SAUZA TRES GEN RESPASADO 7	.40	BT	1.00	30.390	12.15	30.390	.000	.00	.00
52118	SCHNAPPS LIQ OTHER, LTR	.00	BT	1.00	6.183	.00	6.183	.000	.00	.00
50816	SEAGRAMS VO LTR WHISKY	1.50	BT	1.00	18.385	27.57	18.385	.000	.00	.00
50815	SEAGRAMS 7 LTR WHISKY	.40	BT	1.00	14.090	5.63	14.090	.000	.00	.00
52862	SKYY VODKA	1.10	BT	1.00	21.870	24.05	21.870	.000	.00	.00
52198	SIOR GIN LIQUEUR	2.00	BT	1.00	8.929	17.85	8.929	.000	.00	.00
52339	SMIRNOFF CITRUS TWIST	.50	BT	1.00	13.420	6.71	13.420	.000	.00	.00
50932	SMIRNOFF VODKA, FLAVORED	1.00	BT	1.00	12.670	12.67	12.670	.000	.00	.00
58121	SMIRNOFF VODKA, FLAVORED	.25	BT	1.00	15.028	3.75	15.028	.000	.00	.00
50819	SOUTHERN COMFORT, WHISKY	.90	BT	1.00	19.170	17.25	19.170	.000	.00	.00
58113	STOLI FLAVORED	.80	BT	1.00	23.986	19.18	23.986	.000	.00	.00
50834	STOLI VODKA LTR	1.00	BT	1.00	25.099	25.09	25.099	.000	.00	.00
50837	TANQUERAY LTR GIN	.50	BT	1.00	21.590	10.79	21.590	.000	.00	.00
52627	TRIPLE SEC LIQUEUR	1.00	BT	1.00	4.833	4.83	4.833	.000	.00	.00
52521	VERMOUTH DRY LIQUEUR	.70	BT	1.00	9.340	6.53	9.340	.000	.00	.00
52522	VERMOUTH SWEET LIQUEUR	1.00	BT	1.00	9.340	9.34	9.340	.000	.00	.00
75011	PREP CUERVO CLASSIC MARG G	5.00	GL	1.00	12.381	61.90	12.381	.000	.00	.00
70864	PREP RITA TS FROZEN (2GAL)	5.00	GL	1.00	15.667	78.33	15.667	.000	.00	.00

Account Total: 1,813.44

Prior Period: 1,758.13

Adjustment Amount: 55.25

001.005.0931.14600.001

001.005.0931.60600.001

55.25

55.25

.00

Inventory Account: 001.005.0931.14600.002 Beer Inventory

Cost of Sales Account: 001.005.0931.60600.002 Beer Costs

51187	AMSTEL LT	25.00	BT	1.00	1.063	26.57	1.063	.000	.00	.00
51006	BEER KEG RETURN	4.00	KG	1.00	30.000	120.00	30.000	.000	.00	.00
51085	BEER, MICRO 120Z	14.00	BT	1.00	1.000	14.00	1.000	.000	.00	.00
55549	BLUE MOON 1/6 KEG	1.00	KG	1.00	74.500	74.50	74.500	.000	.00	.00
51001	BUD KEG	.90	KG	1.00	130.100	117.99	130.100	.000	.00	.00
55517	BUD LIGHT LIME, 12 OZ	7.00	BT	1.00	.233	6.53	.233	.000	.00	.00
51009	BUD LT KEG	1.00	KG	1.00	117.100	117.10	117.100	.000	.00	.00
51111	BUD LT, 120Z BTL/CAN	32.00	BT	1.00	.773	24.73	.773	.000	.00	.00

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NEBRASKA LIQUOR
CONTROL COMMISSION

Chili's Div-Brinker

Inventory Extension
 Period-End Inventory Edit
 Preliminary List
 For the period ending - 8/26/2009

IV004UR2 005.0931
 Fiscal Year - 2010 Period - 2
 0931 - LaVista-Chili's
 Extended Cost Based on Corp Cost

Item No.	Item Description	Quantity	U/M	Conv	Quantity	U/M	Corp Cost	Extended Cost	Mgr's Cost	Cost Variance	Extended Variance	Last Purchd
(Continued)												
Inventory Account: 001.005.0931.14500.002 Beer Inventory												
Cost of Sales Account: 001.005.0931.60600.002 Beer Costs												
51100	BUD, 120Z BTL/CAN	29.00	BT	1.00	29.00	BT	.773	22.41	.773	.000	.00	.00
51007	COORS LT KEG	90	KG	1.00	90	KG	115.100	103.59	115.100	.000	.00	.00
51102	COORS LT, 120Z BTL	31.00	BT	1.00	31.00	BT	.773	23.96	.773	.000	.00	.00
51103	CORONA LT	19.00	BT	1.00	19.00	BT	1.029	19.55	1.029	.000	.00	.00
51106	CORONA, 120Z	25.00	BT	1.00	25.00	BT	1.008	25.20	1.008	.000	.00	.00
51108	DOS EMMES, 120Z	7.00	BT	1.00	7.00	BT	1.406	9.84	1.406	.000	.00	.00
51109	GUINNESS 14.9 BTL	22.00	BT	1.00	22.00	BT	1.063	23.38	1.063	.000	.00	.00
51115	HEINEKEN, 120Z	30.00	BT	1.00	30.00	BT	.804	24.12	.804	.000	.00	.00
55523	MICHELON ULTRA BTL	1.20	KG	1.00	1.20	KG	115.100	138.12	115.100	.000	.00	.00
51010	MILLER LT KEG	42.00	BT	1.00	42.00	BT	.773	32.46	.773	.000	.00	.00
51103	MILLER LT, 120Z BTL	2.20	KG	1.00	2.20	KG	113.500	249.70	113.500	.000	.00	.00
51005	MISC KEG BEER	34.00	BT	1.00	34.00	BT	.685	23.29	.685	.000	.00	.00
50368	O'DOULS N/A	12.00	BT	1.00	12.00	BT	.917	11.00	.917	.000	.00	.00
51151	SAMUEL ADAMS	14.00	BT	1.00	14.00	BT	.875	12.25	.875	.000	.00	.00
55157	SMITHOFF ICE (BEER)	26.00	BT	1.00	26.00	BT	1.123	29.19	1.123	.000	.00	.00
55409	STELLA ARTOIS, 120Z											
Account Total:								1,248.58				.00
Prior Period:								1,007.47				.00
Adjustment Amount:								241.11	001.005.0931.14500.002			
								241.11	001.005.0931.60600.002			
								.00				

Inventory Account: 001.005.0931.14500.003 Wine Inventory												
Cost of Sales Account: 001.005.0931.60600.003 Wine Costs												
55620	BAREFOOT CABERNET	1.00	BT	1.00	1.00	BT	6.150	6.15	6.150	.000	.00	.00
50045	BERINGER F. ESTATE CAB SAUV	.00	BT	1.00	.00	BT	10.950	.00	10.950	.000	.00	.00
50925	BERINGER WHT ZIN	4.25	BT	1.00	4.25	BT	6.600	28.05	6.600	.000	.00	.00
50043	BLACKSTONE MERLOT	.00	BT	1.00	.00	BT	8.700	.00	8.700	.000	.00	.00
55397	JACOB'S CREEK SHIRAZ	1.00	BT	1.00	1.00	BT	8.700	8.70	8.700	.000	.00	.00
55823	MIRASSOU PINOT NOIR	1.00	BT	1.00	1.00	BT	8.450	8.45	8.450	.000	.00	.00
55196	PINOT GRIGIO	1.75	BT	1.00	1.75	BT	9.370	16.39	9.370	.000	.00	.00
55643	RM WOODBRIDGE CABERNET 750	1.20	BT	1.00	1.20	BT	6.460	7.75	6.460	.000	.00	.00
50014	RM WOODBRIDGE CHARD	2.25	BT	1.00	2.25	BT	6.460	10.73	6.460	.000	.00	.00
55604	TOASTED HEAD CHARDONNAY	2.25	BT	1.00	2.25	BT	12.450	28.01	12.450	.000	.00	.00