

C

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 C LIQUOR LICENSE APPLICATION FOR HUTONG FUSION SUSHI GRILL LLC DBA HUTONG FUSION SUSHI GRILL, 7202 GILES ROAD #1, LA VISTA, SARPY COUNTY, NEBRASKA.

WHEREAS, Hutong Fusion Sushi Grill LLC dba Hutong Fusion Sushi Grill, 7202 Giles Road #1, La Vista, Sarpy County, Nebraska, has applied to the Nebraska Liquor Control Commission for a Class C 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 C Liquor License application submitted by Hutong Fusion Sushi Grill LLC dba Hutong Fusion Sushi Grill, 7202 Giles Road #1, La Vista, Sarpy County, Nebraska.

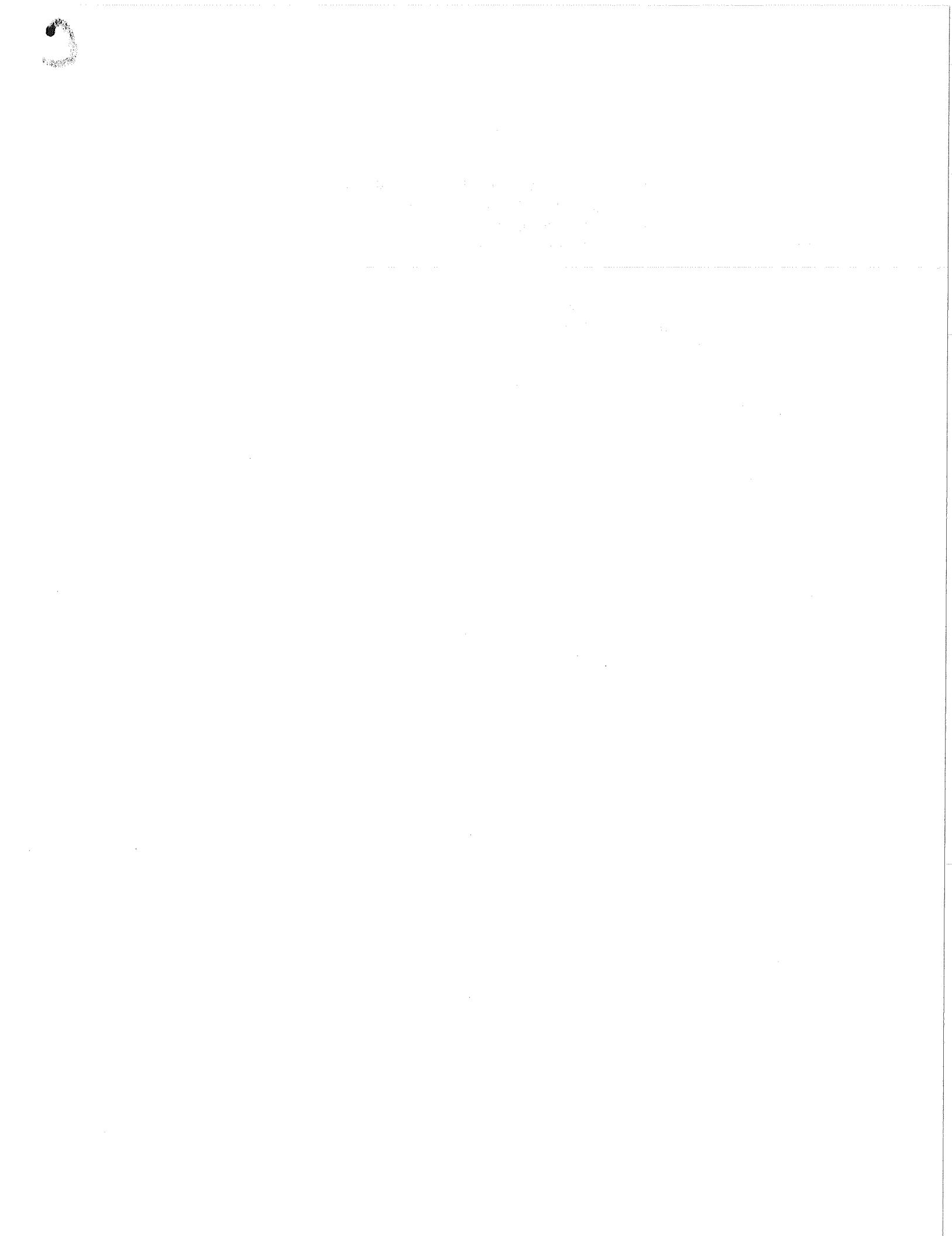
PASSED AND APPROVED THIS 1ST DAY OF NOVEMBER 2011.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk



LA VISTA POLICE DEPARTMENT INTEROFFICE MEMORANDUM

TO: PAM BUETHE, CITY CLERK
FROM: BOB LAUSTEN, POLICE CHIEF
SUBJECT: LOCAL BACKGROUND- LIQUOR LICENSE-HUTONG FUSION SUSHI GRILL
DATE: 10/27/2011
CC:

The police department conducted a check of computerized records on the applicant, Ting Jun Zheng for criminal conduct in Nebraska and Sarpy County in reference to the Liquor License application. The applicant has no record.

New
**APPLICATION FOR LIQUOR LICENSE
CHECKLIST - RETAIL**

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

96483

Randy

*NO TDP
NO CRIM
HISTORY*

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SEP 23 2011

Applicant Name TING JUN ZHENG

GRILL CAFE

Trade Name HUTONG FUSION SUSHI Previous Trade Name GRILL CAFE

NEBRASKA LIQUOR
CONTROL COMMISSION

E-Mail Address: ANDY4638818@yahoo.com

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

REQUIRED ATTACHMENTS

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

1. Fingerprint cards for each person (two cards per person) must be enclosed with a check payable to the Nebraska State Patrol for processing in the amount of \$38.00 per person. All areas must be completed on cards as per brochure. To prevent the delay in issuing your license, we strongly suggest you go to any Nebraska State Patrol office or law enforcement agency listed in the enclosed fingerprint brochure.

2. Enclose application fee of \$400, check made payable to the Nebraska Liquor Control Commission.

3) Enclose the appropriate application forms;

Individual License (requires insert form 1)

Partnership License (requires insert form 2)

Corporate License (requires insert form 3a & 3c)

Limited Liability Company (LLC) (requires form 3b & 3c)

2011 SEP 23 AM 9:50
CITY CLERK'S OFFICE
CITY OF LINCOLN
NEBRASKA

4. If building is being leased send a copy of signed lease. Be sure the lease reads in the name of the individual(s), corporation or Limited Liability Company making application. Lease term must run through the license year being applied for.

5. If building is owned or being purchased send a copy of the deed or purchase agreement in the name of the applicant.

6. If buying the business of a current liquor license holder:

a) Provide a copy of the purchase agreement from the seller (r

CK 1028-400
Rct 166944

referred



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- b) Provide a copy of alcohol inventory being purchased (must include brand names and container size)
- c) Enclose a list of the assets being purchased (furniture, fixtures and equipment)

7. If planning to operate on current liquor license; enclose Temporary Operating Permit (T.O.P.)(form 125).

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

9. For citizenship, residency and voter registration requirements see enclosed brochure.

10. Corporation or Limited Liability Company must enclose a copy of articles of ~~incorporation~~; as filed with the Secretary of State's Office. This document must show barcode.

11. Submit a copy of your business plan.

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NEBRASKA LIQUOR

CONTROL COMMISSION

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

Ting Jun Zheng
Signature

9/20/11
Date

APPLICATION FOR LIQUOR LICENSE RETAIL

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

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CLASS OR LICENSE FOR WHICH APPLICATION IS MADE AND FEES CHECK DESIRED CLASS

RETAIL LICENSE(S)

Application Fee \$400 (non refundable)

NEBRASKA LIQUOR
CONTROL COMMISSION

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

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

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

Class C license term runs from November 1 – October 31

All other licenses run from May 1 – April 30

Catering license (K) expires same as underlying retail license

CHECK TYPE OF LICENSE FOR WHICH YOU ARE APPLYING

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

NAME OF ATTORNEY OR FIRM ASSISTING WITH APPLICATION (if applicable)

Commission will call this person with any questions we may have on this application

Name _____ Phone number: _____

Firm Name _____

PREMISE INFORMATIONTrade Name (doing business as) HUTONG SUSHI GRILLStreet Address #1 7202 GILES RD. # 1

Street Address #2 _____

City LA VISTA County SARPY Zip Code 68128

Premise Telephone number _____

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

Mailing address (where you want to receive mail from the Commission)

HUTONG SUSHI GRILLName 7202 GILES RD. # 1

SEP 23 2011

NEBRASKA LIQUOR

Street Address #1 7202 GILES Road . # 1 **CONTROL COMMISSION**

Street Address #2 _____

City La VISTA State NE Zip Code 68128**DESCRIPTION AND DIAGRAM OF THE STRUCTURE TO BE LICENSED****READ CAREFULLY**

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

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

Length _____ feet

Width _____ feet

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

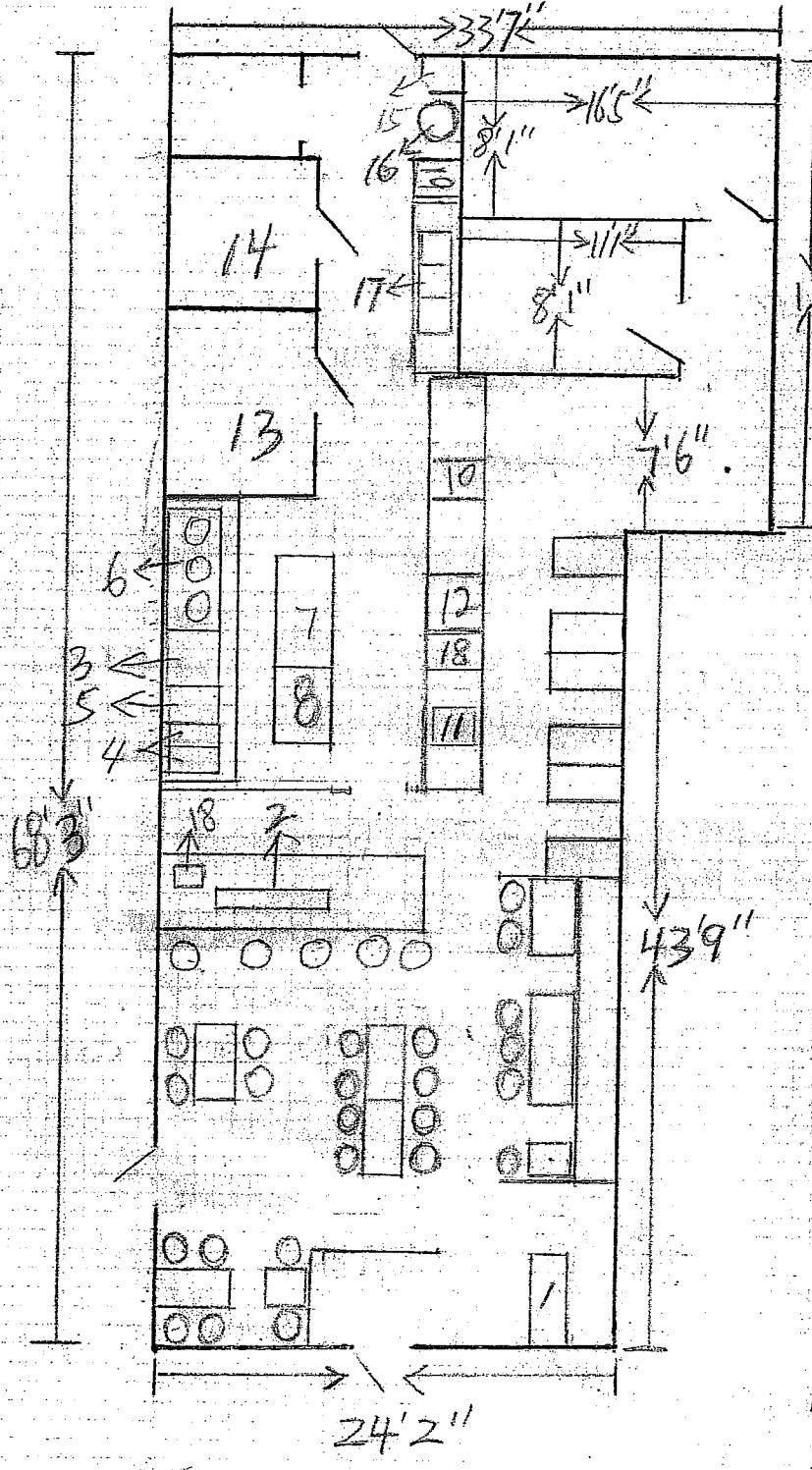
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NEBRASKA LIQUOR
CONTROL COMMISSION

Seats



1. Counter
2. Sushi Cooler
3. 36" Burner Gas Range with oven
4. 2 Fryers (16" x 2)
5. 24" Charbroiler w. cabinet
6. 66" Asian Sto
7. Refrigerators
8. Dish washing
10. Pop machine
11. Ice machine
12. Walk-in cooler
13. Walk-in freezer
14. Floor Sink
15. Water Heater
16. Three part sink
17. hang sink
18. Rice Cooker
19. Seats

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.

SEP 23 2011**Disposition
NEBRASKA LIQUOR
CONTROL COMMISSION**

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (city & state)	Description of Charge	Disposition NEBRASKA LIQUOR CONTROL COMMISSION

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

YES NO

If yes, give name of business and liquor license number _____

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

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

YES NO

If yes, give name and license number _____

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

YES NO

If yes:

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

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

YES NO

If yes, list the lender(s) _____

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

YES NO

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

MEMBER OF LLC.

No silent partners

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

YES NO

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

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

YES NO

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

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

YES NO

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

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

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

Wells Fargo BANK, QIANG ZHAO, TING JUN ZHENG

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

- a) Individual, applicant only (no spouse)
- b) Partnership, all partners (no spouses)
- c) Corporation, manager only (no spouse) as listed on form 3c *None*
- d) Limited Liability Company, manager only (no spouse) as listed on form 3c

Applicant Name	Date Trained (mm/yyyy)	Name of program where trained (name, city)
		SEP 23 2011
		NEBRASKA LIQUOR CONTROL COMMISSION

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 9/1/2016
 Deed
 Purchase Agreement

14. When do you intend to open for business? 1/1/2012

15. What will be the main nature of business? Restaurant - SUSHI GRILL

16. What are the anticipated hours of operation? 11 a.m. to 10 p.m.

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

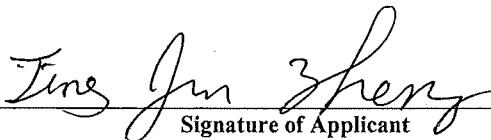
RESIDENCES FOR THE PAST 10 YEARS. APPLICANT AND SPOUSE MUST COMPLETE					
APPLICANT: CITY & STATE	YEAR		SPOUSE: CITY & STATE	YEAR	
	FROM	TO		FROM	TO
KEARNEY, NE	2007	2011	KEARNEY, NE	2007	2011
NY, NY	1997	2007	NY, NY	1997	2007

If necessary attach a separate sheet.

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

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

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



Signature of Applicant



Signature of Spouse

Signature of Applicant

Signature of Spouse

ACKNOWLEDGEMENT

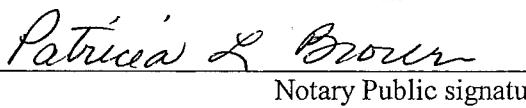
State of Nebraska

County of Buffalo

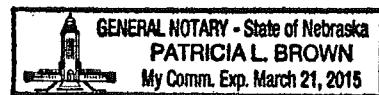
The foregoing instrument was acknowledged before me this

20th day of September 2011
date

by Ting Juh Zheng & Qiu Fang Zheng
name of person acknowledged


Notary Public signature

Affix Seal



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

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

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

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CONTROL COMMISSION

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

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

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

Name of Registered Agent: TING JUN ZHENG

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

HUTONG FUSION SUSHI GRILL CAFE, LLC 10151084

LLC Address: 16411 JONES CIR.

City: OMAHA State: NE Zip Code: 68118

LLC Phone Number: 402-850-0468 LLC Fax Number: 308- -

Name of Managing/Contact Member

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

Last Name: ZHENG First Name: TING JUN MI: -

Home Address: 1323 16th AVE City: KEDRNEY

State: NE Zip Code: 68345 Home Phone Number: -

Ting Jun Zheng
Signature of Managing/Contact Member

ACKNOWLEDGEMENT

State of Nebraska
County of Buffalo

The foregoing instrument was acknowledged before me this

20th day of September, 2011

by Ting Jun Zheng
name of person acknowledge

Date

Patricia L. Brown

Affix Seal



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

Last Name: ZHAO First Name: QIANG MI: -

Social Security Number: _____ Date of Birth: 11/1/1971

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

Spouse Social Security Number: _____ Date of Birth: 01/01/1970

Percentage of member ownership 20 %

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Last Name: ZHEN6 First Name: TING JUN MI: -
NEBRASKA LIQUOR
CONTROL COMMISSION

Social Security Number: _____ Date of Birth: 3/6/75

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

Spouse Social Security Number: _____ Date of Birth: 10/16/79

Percentage of member ownership 80 %

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

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

YES

NO

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If yes, provide the following:

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

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

Starting Date: 1/1/2012 Ending Date: 12/31/2012

Is this a Non Profit Corporation?

YES

NO

If yes, provide the Federal ID #. _____

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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CONTROL COMMISSION

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

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

Corporation/LLC Information

Name of Corporation/LLC: HUTONG FUSION SUSHI GRILL CAFE, LLC

Premise Information

Premise License Number:

(if new application leave blank)

Premise Trade Name/DBA: HUTONG SUSHI GRILL

Premise Street Address: 7202 GILES ROAD,

City: LA VISTA State: NE Zip Code: 68128

Premise Phone Number:

The individual whose name is listed as a corporate officer or managing member as reported on insert form 3a or 3b must sign their name below


X Ting Jun Zheng X
CORPORATE OFFICER/MANAGING MEMBER SIGNATURE
(Faxed signatures are acceptable)

Manager's information must be completed below. PLEASE PRINT CLEARLY.

Gender: MALE FEMALE

卷之三

Last Name: ZHENG First Name: TING JU SEP 23 2011 MI: -

Home Address (include PO Box if applicable): 1323 16th AVE NEBRASKA LIQUOR
CONTROL COMMISSION

City: Kesenev County: BUFFALO Zip Code: 68845

cell → $\text{a} \text{ } \text{a} \text{ } \text{a} \text{ } \text{a}$ → $\text{a} \text{ } \text{a} \text{ } \text{a} \text{ } \text{a}$

Home Phone Number: 407-836-8208 Business Phone Number: 308-234-6531

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

Date Of Birth: 3/6/75 Place Of Birth: CHINA

Are you married? If yes, complete Spouse Information (Even if a spouse is not living it has been substituted)

YES

NO

Spouse's information

Spouses Last Name: ZHAO First Name: QIU FANG MI: 1

Social Security Number: 123-45-6789 Drivers License Number & State: 123456789 - CA

Date Of Birth: 10/16/79 Place Of Birth: California

Digitized by srujanika@gmail.com

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

AMERICAN

SPouse

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
1323 16 th Ave, KEARNEY, NE	2007	2011	KEARNEY, NE	2007	2011
NY, NY	1997 2000	2007	NY, NY	1997	2007

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM	TO	NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2007	2011	HUNAN OF KEARNEY	QIU FANG ZHAO	308-234-6531
✓ 2006	2007	Laundromat	TING JUN WENG	(917)816-8858

MANAGER AND SPOUSE MUST REVIEW AND ANSWER THE QUESTIONS BELOW

Please print clearly

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

SEP 23 2011

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

NEBRASKA LIQUOR

CONTROL COMMISSION

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (city & state)	Description of Charge	Disposition

2. Have you or your spouse ever been approved or made application for a liquor license in Nebraska or any other state? YES NO

IF YES, list the name of the premise.

y C2. F Food Inc (Hunam of Kearney)

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

4. Have you enclosed the required fingerprint cards and **PROPER FEES** with this application?
(Check or money order made payable to the Nebraska State Patrol for \$38.00 per person)

YES NO

RECEIVED

PERSONAL OATH AND CONSENT TO INVESTIGATION

SEP 23 2011

NEBRASKA LIQUOR

CONTROL COMMISSION

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

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

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

x Ting Jun Zhao
Signature of Manager Applicant

x Qin Fan Zhao
Signature of Spouse

ACKNOWLEDGEMENT

State of Nebraska

County of Buffalo

The foregoing instrument was acknowledged before me this

20th day of September, 2011
date

by Ting Jun Zhao & Qin Fan Zhao
name of person acknowledged

Patricia L Brown

Notary Public signature

Affix Seal

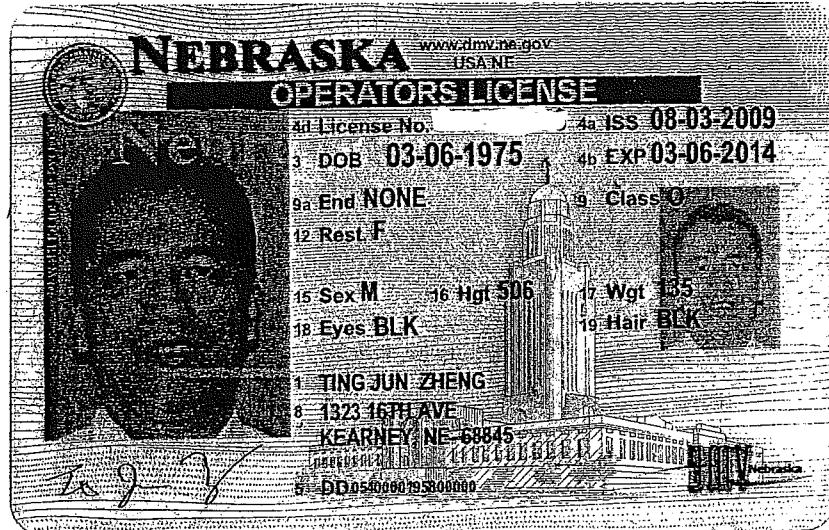


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**NEBRASKA LIQUOR
CONTROL COMMISSION**



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NEBRASKA LIQUOR

No. 25965043

Personal description of holder
as of date of naturalization:

Date of birth: MAY 06, 1975

Sex: MALE

Height: 5 feet 06 inches

Marital status: SINGLE

Country of former nationality:

CHINA, PEOPLE'S REPUBLIC

TING JUN ZHENG

I, Ting Jun Zheng, do hereby certify that the description given is true, and that the photograph affixed hereto is a likeness of me.

Ting Jun Zheng
(Signature and true signature of holder)

Be it known that, pursuant to an application filed with the Attorney General
at NEW YORK, NY

the Attorney General having found that:

the person whose name is set out above, residing in the United States, intends to reside in the United States without any
required by the Naturalization Laws of the United States, and has in all other
respects complied with the applicable provisions of such naturalization laws and was
entitled to be admitted to citizenship, such person having taken the oath of Allegiance
in a ceremony conducted by the

U.S. IMMIGRATION & NATURALIZATION SERVICE

at NEW YORK, NY

on SEPTEMBER 29TH, 2000

that such person is admitted as a citizen of the United States of America.

IT IS PUNISHABLE BY U. S. LAW TO COPY,
PRINT OR PHOTOGRAPH THIS CERTIFICATE
WITHOUT LAWFUL AUTHORITY.

Commissioner of Immigration and Naturalization

**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 no 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.

Qiu Fang Zhao

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

Qiu Fang Zhao

Printed name of spouse asking for waiver

State of Nebraska

County of Buffalo

September 2, 2011

date

The foregoing instrument was acknowledged before me this

by Qiu Fang Zhao
name of person acknowledged

Patricia L Brown

Notary Public signature

Affix Seal



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

Ting Jun Zheng

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

Ting Jun Zheng

Printed name of applying individual

State of Nebraska

County of Buffalo

September 26, 2011

date

The foregoing instrument was acknowledged before me this

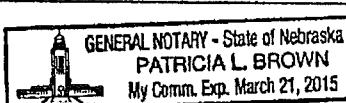
by Ting Jun Zheng

name of person acknowledged

Patricia L Brown

Notary Public signature

Affix Seal



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

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Hutong Sushi Grill

Business Plan:

NEBRASKA LIQUOR
CONTROL COMMISSION

Hutong Sushi Grill's business is to provide food services to the public in the town of La Vista and nearby.

Main menu will includes Japanese sushi and variety authentic dishes. As well as other Asian cuisine dishes.

Operating hours are: Monday through Sunday from 11 a.m. to 10 p.m. excepted some national holidays.

Nebraska Voter Registration Application

Please Print

1. Are you a citizen of the United States of America? Yes No
 2. Are you at least 18 years of age, or will you be 18 years of age on or before the 1st Tuesday following the 1st Monday in November of this year? Yes No

Election Office Use Only: 0911

System ID #: _____
 Congressional _____
 Legislative _____
 Other Districts _____
 Precinct: _____ Split: _____
 Commissioner/Supervisor District: _____ NRD: _____

IF YOU CHECKED "NO" IN RESPONSE TO EITHER OF THE QUESTIONS ABOVE; DO NOT COMPLETE THIS APPLICATION

3. Personal Information:

Last Name ZHENG	First Name ZENG JUN	M Name/MI	Suffix	Phone Number (917)836-8208	Home <input type="checkbox"/>	Work <input type="checkbox"/>	Unlisted <input checked="" type="checkbox"/>
Nebraska Drivers Lic. # if none, last digits SS #	Date of Birth & Place of Birth 3/6/75	Previous Name		Email Address	Private <input type="checkbox"/>		

4. Current Residence Address:

Address example: 1612 N Michigan Avenue SW Apt. 322 Oakdale, NE 68104

House Number 1323	Direction 16th	Street/Road Name AVE	Street Type KEYMPY	Direction NE	Unit Type 68845	Unit #	City/Town	State	Zip
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If no numeric street or road address, provide directions from nearest town:

Postal address, if different than residence address:

School Dist:	County:	Inside city limits Yes <input type="checkbox"/> No <input type="checkbox"/> If no, provide Section/Township/Range _____ / _____
--------------	---------	---

If previously registered, provide - Name:

Address:

5. Party Affiliation:	Democrat <input type="checkbox"/>	Republican <input checked="" type="checkbox"/>	Libertarian <input type="checkbox"/>
Non-Partisan <input type="checkbox"/> (No party affiliation)		Other <input type="checkbox"/> (If checking other, print the name of the party) _____	

Note: If you wish to vote in both partisan and non-partisan primary elections for state and local offices, you must designate a political party on the registration application. If you check non-partisan (independent) you will receive only non-partisan ballots for state and local offices at the primary elections, unless you designate a preference at the polling place in which case you will receive partisan ballots for only the congressional race to vote in that primary election.

Applicant's Oath: To the best of my knowledge and belief, I declare under penalty of election falsification that: I live in the State of Nebraska at the address provided in this application. I have not been convicted of a felony or, if convicted it has been at least two years since I completed my sentence for the felony including any parole term; I have not been officially found to be non compos mentis (mentally incompetent); and I am a citizen of the United States.

IMPORTANT: Any registrant who signs this application knowing that any of the information on the application is false shall be guilty of a Class IV felony under section 32-1502 of the statutes of Nebraska. The penalty for such is up to 5 years imprisonment, a fine of up to \$10,000.00 or both.

6. Applicant's Signature <i>Zeng Jun Zheng</i>	Date Applicant Signed 9/20/11
---	---

(Full name or mark. If unable to sign, include name & address of person providing assistance)

7. Registration taken by:

Date Election Office Received

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NEBRASKA ALCOHOL
CONTROL COMMISSION

I. General Instructions

- This application may be used to:
 - Register to vote in Nebraska for the first time; and/or
 - Update or change your name, address, or party affiliation on your current Nebraska voter registration.
- Upon completing the application, submit it to your local Election Office:
 - By personal delivery
 - By mail, personal messenger or personal agent
- To be eligible to vote in an election, your completed application must be:
 - Delivered in person prior to 6 p.m. on the second Friday preceding the election in which you wish to vote.
 - Delivered by personal messenger or personal agent on or before the 3rd Friday preceding the election in which you wish to vote.
 - Must be mailed and postmarked on or before the 3rd Friday preceding the election in which you wish to vote.
- Upon receipt of this form, the County Election Office will send an acknowledgement to you indicating whether your voter registration is complete.

II. Completing the Voter Registration Application

- Answer questions 1 and 2, continue to complete the application only if you answered yes to both questions.
- Complete sections 3, 4, and 5. Incomplete applications will result in your voter registration application being rejected or delayed.
- Read the oath and confirm the information you provided by signing and dating the application in section 6.
- Failure to accurately complete, sign and date the application delays determining your eligibility to vote until such time as the application is complete.

III. Special Instructions for Registering by Mail

- If you are submitting this form by mail, and you are registering in Nebraska for the first time, please provide a copy of:
 - Your current and valid photo identification; or
 - A copy of utility bill, bank statement, government check, paycheck, or other government document which is dated within sixty days immediately prior to the date of presentation showing the same name and residence address provided on this application.
- Providing the above identification documentation along with your mail-in registration at the time you register will enable you to avoid identification requirements when voting the first time in Nebraska.
- When submitting this form by mail, (and if necessary, an envelope for the copy of valid identification) please use the appropriate address found on the back.

**CERTIFICATE OF ORGANIZATION
LIMITED LIABILITY COMPANY**

John A. Gale, Secretary of State
Room 1301 State Capitol, P.O. Box 94608
Lincoln, NE 68509

NE Soc of State John A Gale - CORP CRTD
1001072653 Pgs: 1
HUTONG FUSION SUSHI GRILL CAFE
Filed: 08/08/2011 10:44 AM
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NEBRASKA LIQUOR
CONTROL COMMISSION

The undersigned, being authorized to execute and file these Certificates, hereby certifies
that:

FIRST: The name of the Limited Liability Company (hereinafter referred to as the
"Company") is **HUTONG FUSION SUSHI GRILL CAFE LLC**

SECOND: The initial designated address of the Company is:
**16411 JONES CIR.,
OMAHA, NE 68118**

THIRD: The purposes for which the Company is formed are to engage in any
lawful act or activity for which a Limited Liability Company may be
formed under the Nebraska Uniform Limited Liability Company Act.

FOURTH: Management of the Company shall be vested in its member(s).

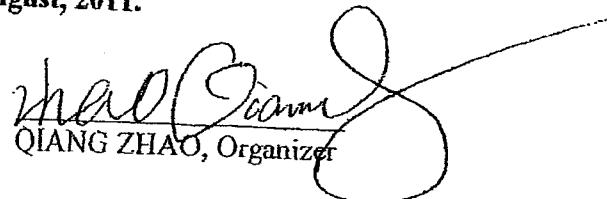
FIFTH: The name and address of the Company's resident agent is:

Name: **QIANG ZHAO**
Address: **16411 JONES CIR.,
OMAHA, NE 68118**

SIXTH: The name and addresses of the Company's member is:

Name: **QIANG ZHAO**
Address: **16411 JONES CIR.,
OMAHA, NE 68118**

IN WITNESS WHEREOF, I have signed this Certificate of Organization and
acknowledged them to be my act this 1st day of August, 2011.


QIANG ZHAO, Organizer

File by:

WYCPAS LLC
148A MADISON STREET
NEW YORK, NY 10002
TEL: 212-608-3006

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H. "Net Profits" and "Net Losses" shall mean the net profit or net loss, respectively, of the Company determined in accordance with Section 8.1.

NEBRASKA LIQUOR
CONTROLLING COMPANY

I. The words "Membership Interest" shall mean a Member's interest in the Company which shall be in the proportion that the Member's share of the profits and losses of the Company bears to the aggregate shares of all the Members. A Membership Interest may be evidenced by a certificate issued by the Company. A Membership Interest may be expressed on a certificate as "Units" where a Member's Units bears the same relationship to the aggregate Units of all Members that the Member's Membership Interest bears to the aggregate Membership Interest of all Members. A Member's Interest may be a certificated security or an uncertificated security within the meaning of section 8-102 of the Uniform Commercial Code if the requirements of section 8-103(c) are met, and if the requirements are not met such interest shall, for purposes of the Uniform Commercial Code, be deemed to be a general intangible asset.

J. "Company" shall mean this Limited Liability Company.

K. "Person" shall mean any natural person, corporation, partnership, joint venture, association, limited liability company or other business or legal entity.

ARTICLE II

Organization of the Company

SECTION 2.1. The purpose of the Company is to conduct any lawful business for which limited liability companies may be organized and to do all things necessary or useful in connection with the foregoing.

SECTION 2.2. The Company name shall be "Hutong Fusion Sushi Grill Cafe LLC".

SECTION 2.3. The Members shall be Members in the Company and shall continue to do business under the name of the Company until the Operating Managers shall change the name or the Company shall terminate.

SECTION 2.4. The principal address of the Company shall be such place or places as the Operating Managers may determine. The Operating Managers will give notice to the Members promptly after any change in the location of the principal office of the Company.

SECTION 2.5. The Company shall terminate on the date provided in the Certificate of Formation/Articles of Organization, except that the Company may terminate prior to such date as provided in this Agreement.

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protesting the lack of notice thereof shall constitute a waiver of notice of such Member.

All notices given with respect to an original meeting shall extend any adjournment thereof and such business as might have been transacted at the original meeting may be transacted at any adjournment thereof; no notice of any adjourned meeting need be given if an announcement of the time and place of the adjourned meeting is made at the original meeting.

SECTION 4.4. The holders of a majority in interest of the Members present in person or represented by proxy, shall be requisite and shall constitute a quorum at all meetings of members except as otherwise provided by statute or the Certificate of Formation/Articles of Organization. If, however, a quorum shall not be present or represented at any meeting of Members, the Members entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting; until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as the originally notified. When a quorum is once present to organize a meeting, such quorum is not deemed broken by the subsequent withdrawal of any Members.

SECTION 4.5. Every Member entitled to vote at any meeting shall be entitled to vote in accordance with his membership interest in the Company held by him of record on the date fixed as the record date for said meeting and may so vote in person or by proxy. Any Company action shall be authorized by a majority in interest of the votes cast by the Members entitled to vote thereon except as may otherwise be provided by statute, the Certificate of Formation/Articles of Organization or this Operating Agreement.

SECTION 4.6. Every proxy must be signed by the Member entitled to vote or by his duly authorized attorney-in-fact and shall be valid only if filed with the Operating Managers of the Company prior to the commencement of voting on the matter in regard to which said proxy is to be voted. No proxy shall be valid after the expiration of eleven months from the date of its execution unless otherwise expressly provided in the proxy. Every proxy shall be revocable at the pleasure of the person executing it except as otherwise provided by statute. Unless the proxy by its terms provides for a specific revocation date and except as otherwise provided by statute, revocation of a proxy shall not be effective unless and until such revocation is executed in writing by the Member who executed such proxy and the revocation is filed with the Operating Managers of the Company prior to the voting of the proxy.

SECTION 4.7. All meetings of Members shall be presided over by the Operating Managers, or if not present, by a Member thereby chosen by the Members at the meeting. The Operating Managers or the person presiding at the meeting shall appoint any person present to act as secretary of the meeting.

SECTION 4.8. For the purpose of determining the Members entitled to notices of, or to vote at any meeting of Members or any adjournment thereof or to express consent or dissent from any proposal without a meeting, or for the purpose of determining the

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and carry out the purpose, business and objectives of the Company, and to maximize Company profits.

SECTION 5.5. Notwithstanding the foregoing, the Operating Managers may not make any of the management decisions stated in Schedule B without obtaining the consent of that Membership Interest stated in Schedule B.

SECTION 5.6. The Operating Manager shall serve as Tax Matters Member as such term is defined in Code Section 6231(a) (7).

SECTION 5.7. Any person made or threatened to be made a party to an action or proceeding, whether civil or criminal, by reason of the fact that he, his testator or intestate, then, is, or was a manager, Member, employee or agent of the Company, or then serves or has served on behalf of the Company in any capacity at the request of the Company, shall be indemnified by the Company against reasonable expenses, judgments, fines and amounts actually and necessarily incurred in connection with the defense of such action or proceeding or in connection with an appeal therein, to the fullest extent permissible by the Act. Such right of indemnification shall not be deemed exclusive of any other rights to which such person may be entitled.

ARTICLE VI

Capital

SECTION 6.1. The Members have contributed to the Company in exchange for their membership interests, the cash and other property as set forth on Schedule A, annexed hereto.

SECTION 6.2. The fair market value and the adjusted basis of the contributing Member of any property other than cash contributed to the Company by a Member shall be set forth on Schedule A, annexed hereto.

SECTION 6.3. Except as expressly provided in this Agreement, no Member shall be required to make any additional contributions to the capital of the Company.

SECTION 6.4. No interest shall be paid on the Capital Account of any Member.

SECTION 6.5. A Capital Account shall be established for each Member on the books and records of the Company. If any assets of the Company are distributed to the Members in kind, the Capital Accounts of the Members shall be adjusted to reflect the difference between the fair market value of such assets on the date of distribution and the basis of the Company in such assets.

B. Except as otherwise set forth in Reg. Sec. 1.704-2(i)(4), if there is a net decrease in a Member's nonrecourse liability minimum gain attributable to Members' nonrecourse liabilities during any fiscal year, each Member who has a share of the Member nonrecourse liability minimum gain attributable to Member nonrecourse liability shall be specially allocated items of gross income and gain for such fiscal year (and, if necessary, subsequent fiscal years) in an amount equal to that Member's share of the net decrease in Members' nonrecourse debt minimum gain attributable to such Member nonrecourse debt. Allocations pursuant to this Section shall be made first from gain recognized from the disposition of Company assets subject to Member nonrecourse liabilities to the extent of Member minimum gain attributable to those assets, and thereafter, from a pro-rata portion of the Company's other items of income and gain for the fiscal year. This section is intended to comply with the minimum gain chargeback requirements of Reg. Sec. 1.704-2(i).

C. A Member who unexpectedly receives an adjustment, allocation or distribution in (4), (5) or (6) of Reg. Sec. 1.704-1(b)(2)(ii)(d) will be allocated items of income and gain in an amount and manner sufficient to eliminate such deficit balance as quickly as possible. An allocation shall be made pursuant to this Section and if and to the extent a Member would have a deficit in his adjusted Capital Account after all other allocations provided for in this Section 8.3 were made as if this paragraph were not in the Agreement.

D. Nonrecourse deductions shall be allocated among the Members in the same proportion in which they share the Cash Flow of the Company.

E. Any nonrecourse deduction shall be allocated to any Member who bears the economic risk of loss with respect to the Member nonrecourse liability to which such deduction is attributable.

SECTION 8.4. Any Company gain or loss realized with respect to property, other than money, contributed to the Company by a Member shall be shared among the Members pursuant to Code section 704(c) and regulations to be promulgated thereunder so as to take account of the difference between the Company basis and the fair market value of the property at the time of the contribution ("built-in gain or loss"). Such built-in gain or loss shall be allocated to the contributing Member upon the disposition of the property.

ARTICLE IX

Admission and Withdrawal of a Member

SECTION 9.1. A Member may transfer his interest in the Company to another person or entity only with the prior unanimous consent of the other Members either in writing or at a meeting called for such purpose. If all of the Other Members do not approve of the transfer, the transferee shall have no right to participate in the management of the business and affairs of the Company or to become a Member. The transferee shall be entitled to receive the share of profits, losses and Cash Flow or other compensation by

majority in interest of the Members, shall proceed to the liquidation of the Company. The proceeds of such liquidation shall be applied and distributed as follows: **NEBRASKA LIQUOR
CONTROL COMMISSION**

A. If any assets of the Company are to be distributed in kind, such assets shall be distributed on the basis of the fair market value thereof, and any Member entitled to any interest in such assets shall receive such interest therein as a tenant-in-common with all other Members so entitled. The fair market value of such assets shall be determined by an independent appraiser to be selected by the Company's independent public accountants. The amount by which the fair market value of any Property to be distributed in kind to the Members exceed or is less than the basis of such Property, shall, to the extent not otherwise recognized by the Company, be taken into account in computing Net Profits or Net Losses (and shall be allocated among the Members in accordance with Section 8.2) for purposes of crediting or charging the Capital Accounts of, and liquidating distributions to, the Members under Section 104.B.

B. All distributions upon liquidation of the Company shall be distributed as follows: to each of the Members, in proportion to the amounts of their respective positive Capital Accounts, as such accounts have been adjusted (i) in accordance with Section 6.5 to reflect the Net Profit or Net Loss realized or incurred upon the sale of the Company's property or assets and any deemed sale pursuant to Section 10.4.A; (ii) in accordance with Section 8.2 to reflect all Net Profits or Net Losses with respect to the year of liquidation. No Member shall be liable to repay the negative amount of his Capital Account.

SECTION 10.5. Each of the Members shall be furnished with a statement, reviewed by the Company's independent public accountants, which shall set forth the assets and liabilities of the Company as of the date of the Company's liquidation. Upon completion of liquidation, the Operating Managers shall execute and cause to be filed a Certificate of Dissolution of the Company and any and all other documents necessary with respect to termination of the Company.

ARTICLE XI

Books and Reports

SECTION 11.1. The Operating Managers shall cause the Company to maintain the following records:

A. Complete and accurate books of account, in which shall be entered, fully and accurately, each and every transaction of the Company, shall be kept by the Operating Managers at the principal office of the Company. The fiscal year of the Company shall be the calendar year. The books of account of the Company shall be kept in accordance with sound accounting practices and principles applied in a consistent manner by the Company; provided, however, that all methods of accounting and treating particular transactions shall be in accordance with the methods of accounting employed for Federal income tax purposes. All determinations by the Operating Managers with respect to the treatment of

ARTICLE XIII

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MiscellaneousNEBRASKA LIQUOR
CONTROL COMMISSION

SECTION 13.1. Any notice or other communication under this Agreement shall be in writing and shall be considered given when mailed by registered or certified mail, return receipt requested, to the parties at the following addresses (or at such other address as a party shall have previously specified by notice to the others as the address to which notice shall be given to him):

- A. If to the Company, to it in care of the Operating Managers at the address of the Company.
- B. If to the Operating Managers, to them at the address of the Company.
- C. If to any Member, to him at his address set forth on the books and records of the Company.

SECTION 13.2. This Agreement contains a complete statement of all of the arrangements among the parties with respect to the company and cannot be changed or terminated orally or in any manner other than by a written agreement executed by all of the Members. There are no representations, agreements, arrangements or understandings, oral or written, between or among the parties relating to the subject matter of this Agreement which are not fully expressed in this Agreement.

SECTION 13.3. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted.

SECTION 13.4. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations of the jurisdiction in which the Company does business. If any provision of this Agreement, or the application thereof to any person or circumstance, shall for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected, but rather shall be enforced to the extent permitted by law.

SECTION 13.5. Anything hereinbefore in this Agreement to the contrary notwithstanding, all references to the Property of the Company are deemed to include the profits, losses and Cash Flow of the Property.

SECTION 13.6. Irrespective of the place of execution or performance, this Agreement shall be governed by and construed in accordance with the laws of the State of organization of the Company applicable to agreements made and to be performed in the State of organization of the Company.

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SCHEDULE A

NEBRASKA LIQUOR
CONTROL COMMISSION

In alphabetical order, list name of Member, Membership Interest, address, Taxpayer I.D. Number, and amount of capital contribution (Please use a separate page for each Member):

Ting Jun Zheng 80%
Name of Member Membership Percentage Interest

1323 16th Ave Kearney, NE 68845
Street Address City, State and Zip code

1323 16th Ave Kearney, NE 68845
Taxpayer I.D. Number (Social Security Number) Name of Principal if Entity

Qiang Zhao 20%
Name of Member Membership Percentage Interest

16411 Jones Cir. Omaha, NE 68118
Street Address City, State and Zip code

16411 Jones Cir. Omaha, NE 68118
Taxpayer I.D. Number (Social Security Number) Name of Principal if Entity

CONSENT OF ASSIGNMENT OF LEASE

Landlord consents to the assignment of the attached Lease to Hutong Fusion Sushi Grill Café LLC on the express conditions, however, that the Tenant shall remain liable for the payment of the rent and performance of the covenants on the part of the Tenant as herein mentioned and that no further assignment of said lease or subletting of the Premises, or any part hereof, shall be made without the prior written consent of the Landlord.

Dated this 31st day of Aug, 2011.

LANDLORD: KANNE KORP, L.P., an Iowa Limited Partnership

BY: Todd Kanne

PRINT NAME: Todd Kanne

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NEBRASKA LIQUOR
CONTROL COMMISSION

In the event that Tenant shall fail to pay the minimum annual rent or any installment thereof or any other additional rent payable pursuant to Section 2.05, within FIVE (5) days after the same has become due, both Tenant and Owner agree that Owner will incur additional expenses in the form of extra collection efforts, handling costs, and potential impairment of credit on loans for which this Lease is security. Both parties agree that should Tenant so fail to pay its rent, Owner should be entitled to compensation for such detriment, but that it is extremely difficult and impractical to ascertain the extent of the detriment. The parties, therefore, agree that should Tenant fail to pay the rent due within FIVE (5) days after the same becomes due, Owner shall be entitled to recover from Tenant FIVE PERCENT (5%) of the amount due as liquidated damages. In addition, such past due amounts shall bear interest at the rate of TWELVE PERCENT (12%) per annum. Tenant further agrees to pay Owner any cost incurred by Owner in effecting the collection of such past due rent including but not limited to fees of an attorney or collection agency. Nothing herein contained shall limit any other remedy of Owner. Owner shall have the right to require that Tenant pay monies due in the form of a cashier's check or money order.

SECTION 2.02. Percentage Rent.

(INTENTIONALLY OMMITED)

SECTION 2.03. Gross Receipts Defined.

(INTENTIONALLY OMMITED)

SECTION 2.04. Real Estate Taxes.

Tenant agrees to pay Tenant's pro rata share of all real property taxes and assessments which may be levied or assessed by any lawful authority against the Owner's buildings and improvements and the land thereunder and any common areas in the Shopping Center. Tenant will pay an estimated monthly advance charge as specified in Section 9.01 as a portion of Tenant's pro rata share of all real property taxes and assessments, which at Owner's option may be adjusted semi-annually to reflect the actual tax charges incurred and Tenant's account will be billed or credited accordingly. All taxes payable in the year in which this Lease commences or terminates shall be apportioned and adjusted so that Tenant shall not be responsible for taxes and assessments payable prior to or subsequent to the term of this Lease.

If at any time during the lease term under the laws of the United States Government, or presiding State government, or any political subdivision thereof in which the Leased Premises are situated, a tax or excise on rent or any other tax however described is levied or assessed by any such political body against Owner on account of rentals payable to Owner hereunder or any tax based on or measured by expenditures made by Tenant on behalf of Owner, such tax or excise shall be considered "taxes" for the purposes of the Section 2.04. These charges will be billed to Tenant on the basis determined by the presiding governmental authority and Owner, and are payable at Owner's option either concurrently with each payment of minimum rent or additional rent hereunder or within TEN (10) days after Tenant's receipt of billing.

SECTION 2.05. Additional Rent.

The Tenant shall pay as "additional rent" any money required to be paid pursuant to Sections 2.04, 9.01, 11.01, 12.02, 12.04 and 13.01, and all other sums of money or charges required to be paid by Tenant under this Lease whether or not the same be designated "additional rent". All rent or additional rent or other charges unless otherwise stipulated in this Lease agreement are due on or before the first day of each month in advance.

ARTICLE III RECORDS AND BOOKS OF ACCOUNT

SECTION 3.01. Tenant's Records.

(INTENTIONALLY OMMITED)

SECTION 3.02. Reports by Tenant.

(INTENTIONALLY OMMITED)

ARTICLE IV AUDIT

SECTION 4.01. Right to Examine Books.

(INTENTIONALLY OMMITED)

SECTION 4.02. Audit.

(INTENTIONALLY OMMITED)

In the event of the failure of Tenant to keep and perform any of the terms, covenants and conditions of this Lease to be kept and performed by Tenant, then Owner, at its option, may appropriate, and apply said entire deposit, or so much thereof as may be necessary, to compensate Owner for all loss or damage sustained or suffered by Owner due to such breach on the part of Tenant. The entire deposit, or any portion thereof, may be appropriated and applied by Owner for the payment of overdue rent or other sums due and payable to Owner by Tenant hereunder, and Tenant shall, upon the written demand of Owner, thereafter forthwith remit to Owner a sufficient amount in cash to restore said security to the original sum deposited, and Tenant's failure to do so within TEN (10) days after receipt of such demand shall constitute a breach of this Lease. Should Tenant comply with all of said terms, covenants and conditions and promptly pay all of the rental herein provided for as it falls due, and all other sums payable by Tenant to Owner hereunder, the said deposit shall be returned in full to Tenant at the end of the term of this Lease, or upon the earlier termination of this Lease.

SECTION 7.03. Transfer of Deposit.

Owner may deliver the funds deposited hereunder by Tenant to the purchaser of Owner's interest in the Leased Premises, in the event that such interest be sold, and thereupon Owner shall be discharged from any further liability with respect to such deposit.

ARTICLE VIII PARKING AND COMMON USE AREAS AND FACILITIES.

SECTION 8.01. Control of Common Areas by Owner. All automobile parking areas, driveways, entrances and exits thereto, and other facilities furnished by Owner in or near the Shopping Center, including employee parking areas, the truck way or ways, loading docks, temporary sewer facilities, package pick-up stations, pedestrian sidewalks and ramps, landscaped areas, exterior stairways, first-aid stations, comfort stations and other areas and improvements provided by Owner for the common general use of tenants, their officers, agents, employees and customers, shall at all times be subject to the exclusive control and management of Owner or Owner's manager, and Owner shall have the right from time to time to establish, modify and enforce reasonable rules and regulations with respect to all facilities and areas mentioned in this Article. Owner shall have the right to construct, maintain and operate lighting facilities on all said areas and improvements; to police the same; from time to time to change the area, level, location and arrangement of parking areas and other facilities hereinabove referred to, to restrict parking by tenants, their officers, agents and employees to employee parking areas; to assign and enforce certain parking areas for exclusive use of designated tenants and their customers; to enforce parking charges (by operation of meters or otherwise), with appropriate provisions for free parking ticket validating by Tenants; to close all or any portion of said areas or facilities to such extent as may, in the opinion of Owner's counsel, be legally sufficient to prevent a dedication thereof or the accrual of any rights to any person or the public therein; to close temporarily all or any portion of the parking areas or facilities; to discourage non-customer parking; and to do and perform such other acts in and to said areas and improvements as, in the use of good business judgment, Owner shall determine to be advisable with a view to the improvement of the convenience and use thereof by Tenants, their officers, agents, employees and customers. Owner will operate and maintain the common facilities referred to above in such manner as Owner, in its sole discretion, shall determine from time to time. Without limiting the scope of such discretion, Owner shall have the full right and authority to employ all personnel and to make all rules and regulations pertaining to and necessary for the proper operation and maintenance of the common areas and facilities.

SECTION 8.02. License.

All common areas and facilities not within the Leased Premises, which Tenant may be permitted to use and occupy, are to be used and occupied under a revocable license, and if any such license be revoked, or if the amount of such areas be diminished, Owner shall not be subject to any liability nor shall Tenant be entitled to any compensation or diminution or abatement of rent, nor shall such revocation or diminution of such areas be deemed constructive or actual eviction.

ARTICLE IX SHOPPING CENTER OPERATING COST

SECTION 9.01. Tenant to Bear Pro Rata Share of Expense.

In each lease year, or portion thereof as defined in Section 2.02 (c) hereof, Tenant will pay to Owner, in addition to the rentals specified in Article II hereof, as further additional rent, its pro rata share as set forth below of the Shopping Center's operating cost (hereinafter defined).

(a) The "Shopping Center's operating cost" shall mean all costs and expenses incurred in operating, maintaining and repairing the Shopping Center and its common facilities (hereinafter defined), including but not limited to sums expended for (i) cleaning, sweeping, removal of snow and ice, drainage and repairing, resurfacing and restriping of the parking areas, sidewalks, service drives and driveways, (ii) maintenance, repair and upkeep of the planted or landscaped areas including the

SECTION 10.03. Tenant Shall Discharge All Liens.

Tenant shall promptly pay all contractors and materialmen, so as to minimize the possibility of a lien attaching to the Leased Premises, and should any such lien be made or filed. Tenant shall bond against or discharge the same within TEN (10) days after written request by Owner. Tenant shall hold Owner, the Leased Premises and the Shopping Center and every part thereof free and harmless from and against any and all liability, damage, claims, demands, suits, actions or expense (including attorney's fees) arising out of any work done on or about the Leased Premises by Tenant, its employees, representatives, successors and assigns at the request or on behalf of Tenant. Any such construction work done by Tenant to the Leased Premises is and shall be made solely on Tenant's account. Tenant is not directly or impliedly authorized to act for or on behalf of Owner for the purpose of constructing any improvements to the Leased Premises, and neither Owner nor Owner's interest in the Leased Premises, the common areas, or the Shopping Center shall be subject to any obligations incurred by Tenant. Any approval right in Owner with respect to improvements to the Leased Premises made by Tenant is solely to allow Owner to insure Tenant's compliance with the terms of this Lease and shall not imply any benefit to Owner from, or involvement by Owner in, such improvements.

SECTION 10.04. Signs, Awnings and Canopies.

Tenant will not place or suffer to be placed or maintained on any exterior door, wall or windows (or within 48" of any windows) of the Leased Premises any sign, awning or canopy, or advertising matter or other thing of any kind, and will not place or maintain any decoration, lettering or advertising matter on the glass of any window or door of the Leased Premises without first obtaining Owner's written approval and consent. Tenant further agrees to maintain such sign, awning, canopy, decoration, lettering, advertising matter; or other thing as may be approved in good condition and repair at all times.

Tenant agrees, at Tenant's sole cost, to obtain a sign as required by Owner in strict conformance with Owner's sign criteria as set forth on Exhibit "C" attached hereto (Sign Criteria) as to design, material, color, location, size and letter style from a reputable sign contractor reasonably acceptable to Owner. Tenant's sign shall be installed prior to Tenant's opening for business. Tenant further agrees to maintain said sign in good condition and repair. If Tenant does not maintain said sign, Owner may do so. In this event, Tenant agrees to reimburse Owner for said charges plus 20% overhead. If Tenant installs a sign that does not conform to the Sign Criteria without Owner's prior written approval, Owner may have Tenant's sign removed and stored at Tenant's expense. Said removal and storage costs shall bear interest at TWELVE PERCENT (12%) per annum.

ARTICLE XI MAINTENANCE OF LEASED PREMISES

SECTION 11.01. Maintenance by Tenant.

Tenant shall at all times keep all portions of the Leased Premises (except those portions which Owner shall maintain pursuant to Section 9.01 above) in good condition and repair (including replacements), including but not limited to maintenance, repair and replacement of exterior entrances, all glass and show window moldings, all partitions, doors, door jams, door closures, door hardware, fixtures, equipment and appurtenances thereof (including electrical, lighting, heating and plumbing, and plumbing fixtures, and any air conditioning system).

Tenant shall also repair any damages to the structural portions of the roof and Leased Premises resulting from Tenant's negligent acts or omissions or anyone acting or claiming under Tenant as a result of the failure of Tenant or anyone claiming under Tenant, to perform or observe the covenants or conditions in this Lease contained or resulting from alterations, additions or improvements to the Leased Premises made by Tenant or anyone claiming under or acting through Tenant. Tenant shall contract with a service company for the quarterly maintenance of heating and air-conditioning equipment, with a copy of the service contract to be furnished to Owner within TEN (10) days after opening for business, and a copy of any subsequent contracts to be furnished from time to time during the term. Tenant shall contract with a service company for the quarterly maintenance and cleaning of Tenant's grease trap equipment (if any) with a copy of the service contract to be furnished to the Owner within TEN (10) days after opening for business. Tenant shall also provide Owner with copies of paid invoices for the services required above. If Tenant refuses or neglects to maintain or repair the Leased Premises properly as required hereunder and to the reasonable satisfaction of Owner, as soon as reasonably possible after written demand, Owner may make such repairs without liability to the Tenant for any loss or damage that may accrue to Tenant's merchandise, fixtures or other property or to Tenant's business thereof, and upon completion thereof, Tenant shall pay Owner's cost for making such repairs plus TWENTY PERCENT (20%) for overhead, upon presentation of a bill therefor, as additional rent.

SECTION 11.02. Surrender of Leased Premises.

At the expiration of the tenancy hereby created, Tenant shall surrender the Leased Premises in the same condition as the Leased Premises were in upon delivery of possession thereto under this Lease, reasonable wear and tear excepted and

objectionable to Owner or other occupants of the Shopping Center by reason of noise, odor or vibrations or interfere with other tenants of or those having business in the Shopping Center.

(12) Owner reserves the right from time to time to amend or supplement the foregoing rules and regulations, and to adopt and promulgate additional rules and regulations applicable to the Leased Premises. Notice of such rules and regulations and amendments and supplements thereto, if any, shall be given to the Tenant, and Tenant agrees to promptly comply with all such rules and regulations upon notice to Tenant from Owner.

(13) Tenant and Tenant's employees and agents shall not solicit business in the parking or other common areas, nor shall Tenant distribute any handbills or other advertising matter on automobiles parked in the parking area or in other common areas.

(14) Tenant shall, at Tenant's sole cost and expense, comply with all of the requirements of all city, county, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to the said Leased Premises, including the installation of additional facilities as required for the conduct and continuance of Tenant's business, and shall faithfully observe in the use of the Leased Premises all municipal and county ordinances and state and federal statutes now in force or which may hereafter be in force.

ARTICLE XII INSURANCE AND INDEMNITY

SECTION 12.01. Liability and Personal Property Insurance.

Tenant shall during the entire term hereof keep in full force and effect a policy of public liability and property damage insurance with respect to the Leased Premises, the sidewalks in front of the Leased Premises, and the business operated by the Tenant and subtenants of Tenant in the Leased Premises and the limits of such public liability shall not be less than Two Million Dollars (\$2,000,000) per occurrence for bodily injury and such property damage liability shall not be less Two Million Dollars (\$2,000,000). The policy shall name Owner, any person, firms, or corporations designated by Owner, and Tenant as an additional insured. Said entities shall not by reason of their inclusion under said policy, incur liability for payment of premium. The policy shall contain a clause that insurer will not cancel or change insurance without first giving Owner TEN (10) days prior written notice. The insurance shall be issued by an insurance company satisfactory to Owner and proof of said insurance shall be delivered to Owner or his agent prior to occupancy of Leased Premises. Tenant shall also maintain in full force and effect insurance covering all trade fixtures, merchandise and personal property in or upon the Leased Premises in amounts no less than ONE HUNDRED PERCENT (100%) of the replacement value thereof, providing protection against any peril included within the classification of "Fire and Extended Coverage" including sprinkler damage, vandalism and malicious mischief. Tenant's insurance shall be issued by an insurance company or companies having not less than an AM Best A rating and a copy of the policies or certificates of insurance shall be delivered to Owner no later than TEN (10) days before Tenant opens for business. All public liability, property damage and other casualty policies shall be written as primary policies, not contributing with and not in excess of coverage which Owner may carry.

SECTION 12.02. Fire Insurance Premium.

Owner, subject to reimbursement as provided herein, shall at its cost and expense maintain fire and extended coverage insurance (in an amount equal to at least NINETY PERCENT (90%) of the replacement value, exclusive of foundation and excavation costs, of Owner's buildings), rental loss insurance or any other insurance coverage deemed necessary by Owner or Owner's lender throughout the term of this Lease. Tenant agrees to reimburse Owner for Tenant's pro rata share of any premiums for such insurance that may be charged during the term of this Lease. This reimbursement charge will be paid monthly in advance as specified in Section 9.01. In determining the Tenant's pro rata share of the premium for said insurance for the Leased Premises a schedule issued by the organization making the insurance rate on the Leased Premises, showing the various components of such rates, shall be conclusive evidence of the charges which make up the fire insurance rate on the Leased Premises. Tenant shall, at its own expense, comply with all the requirements of the insurance underwriters and any governmental authority having jurisdiction thereover necessary for the maintenance of reasonable fire and extended coverage insurance for the Leased Premises, including the installation of fire extinguishers or automatic dry chemical extinguishing system.

SECTION 12.03. Indemnification of Owner.

Tenant will indemnify, defend and hold Owner harmless from and against any and all claims, demands, actions, damages, liability and expense (including reasonable attorney's fees and costs of investigation with respect to any claim, demand or action) in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the Leased Premises, or the occupancy or use by Tenant of the Leased Premises or any part thereof, or occasioned

the event of sale or foreclosure so long as Tenant is not in default hereunder. However, if Owner so elects, this Lease shall be deemed prior in lien to any mortgage, deed of trust or other encumbrance upon or including the Leased Premises regardless of date of recording and Tenant will execute a statement in writing to such effect at Owner's request.

SECTION 14.04. Attorney-in-Fact.

The Tenant, upon request of any party in interest, shall execute promptly such instruments or certificates to carry out the intent of Sections 14.02 and 14.03 above as shall be requested by Owner. The Tenant hereby irrevocably appoints Owner as attorney-in-fact for the Tenant with full power and authority to execute and deliver in the name of the Tenant any such instruments or certificates. If, FIFTEEN (15) days after the date of a written request by Owner to execute such instruments, the Tenant shall not have executed the same, Owner may, at its option, cancel this Lease without incurring any liability on account thereof, and the term hereby granted is expressly limited accordingly.

SECTION 14.05. Mortgagee Protection Clause.

Tenant agrees to give any mortgagees and/or trust deed holders, by registered mail, a copy of any notice of default served upon Owner, provided that prior to such notice Tenant has been notified in writing (by way of Notice of Assignment of Lease, or otherwise) of the addresses of such mortgagees and/or trust deed holders. Tenant further agrees that if Owner shall have failed to cure such default within the time provided for in this Lease, then the mortgagees and/or trust deed holders shall have an additional THIRTY (30) days to cure such default or if such default cannot be cured within that time, then such additional time as may be necessary if within such THIRTY (30) days any mortgagee and/or trust deed holder has commenced and is diligently pursuing the remedies necessary to cure such default (including but not limited to commencement of foreclosure proceedings if necessary to effect such cure), in which event this Lease shall not be terminated while such remedies are being so diligently pursued.

ARTICLE XV ASSIGNMENT AND SUBLetting

SECTION 15.01. Consent Required.

Tenant will not assign this Lease in whole or in part, nor sublet all or any part of the Leased Premises, without the prior written consent of Owner in each instance. The consent by Owner to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. This prohibition against assigning or subletting shall be construed to include a prohibition against any assignment or subletting by operation of law. If this Lease be assigned, or if the Leased Premises or any part thereof be sublet or occupied by any person or entity other than Tenant, Owner may collect rent from the assignee, sub-tenant or occupant, and apply the net amount collected to the rent herein reserved, but no such assignment, subletting, occupancy or collection shall be deemed a waiver of this covenant, or the acceptance of the assignee, sub-tenant or occupant as tenant, or a release of Tenant from the further performance by Tenant of covenants on the part of Tenant herein contained unless expressly made in writing by Owner. Notwithstanding any assignment or sublease, Tenant shall remain fully liable on this Lease and shall not be released from performing any of the terms, covenants and conditions of this Lease. It is agreed that Owner will not be acting unreasonably in refusing to consent to an assignment or sublease if, in Owner's opinion, the quality of the merchandising operation of the proposed assignee or sub-tenant is not equal to that of Tenant, the use of the Leased Premises will change, such assignee or sub-tenant may adversely affect the business of the other tenants in the Shopping Center or the tenant mix in the Shopping Center or Owner's ability to obtain percentage rent, if the net worth of such assignee or sub-tenant is less than that of Tenant at the time of execution of this Lease or the proposed assignee or sub-tenant lacks sufficient working capital to operate the business.

Tenant shall pay all costs incurred by Owner in connection with reviewing a request for consent to an assignment or sublease including attorney's and accountant's fees.

SECTION 15.02. Sale of Leased Premises.

In the event Owner shall sell, convey, transfer or exchange the Shopping Center or the building of which the Leased Premises are a part, Tenant agrees to recognize and attorn to the purchaser, or transferee, as Owner hereunder and Owner shall be and is hereby relieved and released from any liability under any and all of its covenants and obligations hereunder.

ARTICLE XVI DESTRUCTION OF LEASED PREMISES

SECTION 16.01. Total or Partial Destruction.

If the Leased Premises shall be damaged by fire, the elements or other casualty insured against under the provisions of Section 12.02 but are not thereby rendered untenantable in whole or in part, Owner shall at its own expense cause such damage to be repaired as soon as reasonably practical, and the rent shall not be abated. Tenant shall be responsible for the

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any unexpired term of this Lease or diminution in value of Tenant's leasehold interest, or for the value of any option to extend the term hereof or renew this Lease.

NEVADA
CONTROL COMMISSION

SECTION 17.06. Tenant's Damages.

Although all damages in the event of any condemnation are to belong to Owner whether such damages are awarded as compensation for diminution in value of the leasehold or to the fee of the Leased Premises, Tenant shall have the right to claim and recover from the condemning authority, but not from Owner, such compensation as may be separately awarded or recoverable by Tenant in Tenant's own right on account of any and all damage to Tenant's business by reason of the condemnation and for or on account of any cost or loss which Tenant might incur in removing Tenant's merchandise, furniture, fixtures, leasehold improvements and equipment.

ARTICLE XVIII DEFAULT OF THE TENANT

SECTION 18.01. Right To Re-enter.

In the event of any failure of Tenant to pay any rental or other charges due hereunder within FIVE (5) days after the same shall be due, or any failure to perform any other of the terms, conditions or covenants of this Lease to be observed or performed by Tenant for more than THIRTY (30) days after written notice of such default shall have been mailed to Tenant, or if Tenant shall become bankrupt or insolvent, or file any debtor proceedings, or take or have taken against Tenant in any court pursuant to any statute either of the United States or of any State a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Tenant's property, or if Tenant makes an assignment for the benefit of creditors, or petitions for or enters into such arrangement, or if Tenant shall abandon said Leased Premises, or suffer this Lease to be taken under any writ of execution (each of which shall constitute a "default" giving rise to the remedies herein provided), then Owner, besides other rights or remedies it may have, shall have the immediate right of re-entry and may remove all persons and property from the Leased Premises and such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of Tenant, 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 which may be occasioned thereby.

SECTION 18.02. Right to Relet.

In the event of Tenant's default as set forth above, Owner may either terminate this Lease or may from time to time, without terminating this Lease, recover all rents becoming due hereunder, make such alterations and repairs as may be necessary in order to relet the Leased Premises, and relet said Leased Premises or any part thereof on Tenant's account (Tenant hereby appointing Owner as its attorney-in-fact for such purpose) 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 Owner in its sole discretion may deem advisable. Upon each such reletting all rentals received by Owner from such reletting shall be applied, first, to the payment of any indebtedness other than rent due hereunder from Tenant to Owner; second, to the payment of any costs and expenses of such reletting, including brokerage fees and attorney's fees and costs of such alterations and repairs; third, to the payment of rent due and unpaid hereunder; and the residue, if any, shall be held by Owner and applied in payment of future rent as the same may become due and payable hereunder. If such rentals received from such reletting during any month be less than that to be paid during that month by Tenant hereunder, Tenant shall pay any such deficiency to Owner. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of said Leased Premises by Owner shall be construed as an election on its part to terminate this Lease unless a written notice of such intention be given to Tenant or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, Owner may at any time thereafter elect to terminate this Lease for such previous breach.

SECTION 18.03. Legal Expenses.

In the event that at any time during the term of this Lease either Owner or the Tenant shall institute any action or proceeding against the other relating to the provisions of this Lease, or any default hereunder, then, and in that event, the unsuccessful party in such action or proceeding agrees to reimburse the successful party for the reasonable expenses of attorney's fees and disbursements incurred therein by the successful party.

SECTION 18.04. Waiver of Jury Trial and Counterclaims.

The parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Owner and Tenant, Tenant's use or occupancy of the Leased Premises and/or any claim of injury or damage. In the event Owner commences any proceedings for nonpayment of rent, minimum rent, percentage rent or additional rent, Tenant will not interpose any counterclaim of whatever nature or description in any such proceedings. This shall not, however, be construed as a waiver of the Tenant's right to assert such claims in any separate action or actions brought by the Tenant.

Any holding over after the expiration of the term hereof, without the written consent of Owner, shall be construed to be a tenancy from month to month at a rent which shall be two times the previous month's rent and shall otherwise be on the terms and conditions herein specified, so far as applicable.

SECTION 21.02. Successors.

All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors and assigns of the said parties; and if there shall be more than one Tenant, they shall all be bound jointly and severally by the terms, covenants and agreements herein. No rights, however, shall inure to the benefit of any assignee of Tenant unless the assignment to such assignee has been approved by Owner in writing as provided in Section 15.01 hereof

ARTICLE XXII QUIET ENJOYMENT

SECTION 22.01. Owner's Covenant.

Upon payment by the Tenant of the rents herein provided, and upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Leased Premises for the term hereby demised without hindrance or interruption by Owner or any other person or persons lawfully or equitably claiming by, through or under Owner, subject, nevertheless, to the terms and conditions of this Lease.

ARTICLE XXIII CONSTRUCTION

SECTION 23.01. Provisions Relating to Construction of Tenant's Store.

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

SECTION 23.02. Tenant's Use of Its Own Contractor. (INTENTIONALLY OMITTED)

ARTICLE XXIV MISCELLANEOUS

SECTION 24.01. Waiver.

The waiver by Owner of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Owner shall not be deemed to be a waiver of any preceding breach by Tenant of any term covenant or condition of this Lease, other than the failure of Tenant to pay the particular rental so accepted, regardless of Owner's knowledge of such preceding breach at the time of acceptance of such rent. No covenant, term or condition of this Lease shall be deemed to have been waived by Owner, unless such waiver be in writing by Owner.

SECTION 24.02. Accord and Satisfaction.

No payment by Tenant or receipt by Owner of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Owner may accept such check or

persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

SECTION 24.10. No Option.

The submission of this Lease for examination does not constitute a reservation of or option for the Leased Premises and this Lease becomes effective as a lease only upon execution and delivery thereof by Owner to Tenant.

SECTION 24.11. Recording.

~~Tenant shall not record this Lease or any memorandum or notice thereof without the written consent of Owner.~~

SECTION 24.12. Sewer Damage.

Tenant agrees not to discharge any acid or other harmful or dangerous chemicals into the sewer system serving the Shopping Center. Should Tenant discharge any acid or harmful chemicals into the sewer system, Tenant shall be responsible for the cost of cleaning such chemicals out of the sewer system and of repairing any resulting damage. Owner shall have the right to retain an expert of its choosing to inspect any damage and the cost thereof shall be born by Tenant. Tenant accepts responsibility for any damage if the following conditions exist: (a) the damage to the sewer system is determined to be from Tenant's use of the sewer system or (b) the damage exists only in the Tenant's portion of the sewer system.

SECTION 24.13. Legal Jurisdiction.

This Lease shall be governed and construed in accordance with the laws of the State of Nebraska and in the event of any dispute hereunder, exclusive jurisdiction and venue shall be in Sarpy County, Nebraska.

SECTION 24.14. Brokers.

Except as stated in a separate written agreement between Owner and Investors Realty, Inc., each of Owner and Tenant represents and warrants that it has not dealt with any broker in connection with this Lease, except for Owner's Broker: Dan Fishburn, and Tenant's Broker: Jeffrey Chu, respectively.

SECTION 24.15. Exhibits.

The following exhibits are attached hereto and by this reference made a part hereof:

- Exhibit A: Site Plan
- Exhibit B: Description of Landlord's Work
- Exhibit C: Sign Criteria
- Exhibit D: Legal Description

RIDER TO LEASE

RIDER to that certain Lease dated the 8th day of August, 2011 by and between Kanne Korp, L.P. an Iowa Limited Partnership, herein called "Owner", and Qiang Zhao, an individual herein called "Tenant", which Lease and Rider are collectively referred to as the "Lease". In the event of a conflict between the main body of the Lease and this Rider to Lease, the provisions of this Rider shall control. Owner and Tenant further agree as follows:

EXCLUSIVE USE.

So long as Tenant is not in default of the Lease and is open for business, Owner shall not during the term of the Lease, or any extension of the Lease, enter into a lease with any other entity whose primary use is an Asian Restaurant within the shopping center as defined in Exhibit "A" of the Lease.

HVAC REPAIR AND REPLACEMENT BY OWNER.

So long as Tenant is not in default of the Lease and has performed all scheduled quarterly maintenance of the HVAC System as per section 11.01 of the Lease and has provided receipts to Owner of all maintenance services performed, Owner shall be responsible for any repairs or replacements to the HVAC System during the primary term of the Lease.

NON-DISTURBANCE.

If there are odors of any type created by Tenant's use and occupancy of the Premises, Owner reserves the right to require ventilation of the Premises so that Tenant's use of the Premises does not disturb neighboring Tenants. Any required ventilation which is directed by Owner shall be installed at the expense of Tenant.

EXTENSION OF TERM.

Provided that Tenant is not in default and has fulfilled completely and timely all terms and conditions of the Lease, Tenant shall have the right to extend the Term of this Lease for ONE (1) additional FIVE (5) year period under the same terms and conditions of the original Lease except that during such extension periods the minimum annual rent shall increase by three (3%) percent annually.

In order to exercise the option to extend the Lease term as provided herein, Tenant shall give written notice to Owner of Tenant's election to extend at least ONE HUNDRED EIGHTY (180) days prior to the then existing expiration date of this Lease, and if Tenant shall fail to give such notice within said time limit, all rights and privileges as granted to Tenant to extend this Lease shall thereupon be null and void. The options to extend the Lease term are personal to Tenant.

OWNER:

KANNE KORP, L.P., an Iowa
Limited Partnership, d.b.a La Vista Crossing

By: _____


Todd Kanne, Partner

Date: 8-8-2011

TENANT:

Qiang Zhao, an individual d.b.a. _____

By: _____


Date

By: _____
Date

RECEIVED

SEP 23 2011

NEBRASKA LIQUOR
CONTROL COMMISSION

EXHIBIT "A"

SITE PLAN

La Vista Crossing
7202 Giles Road

leased premises

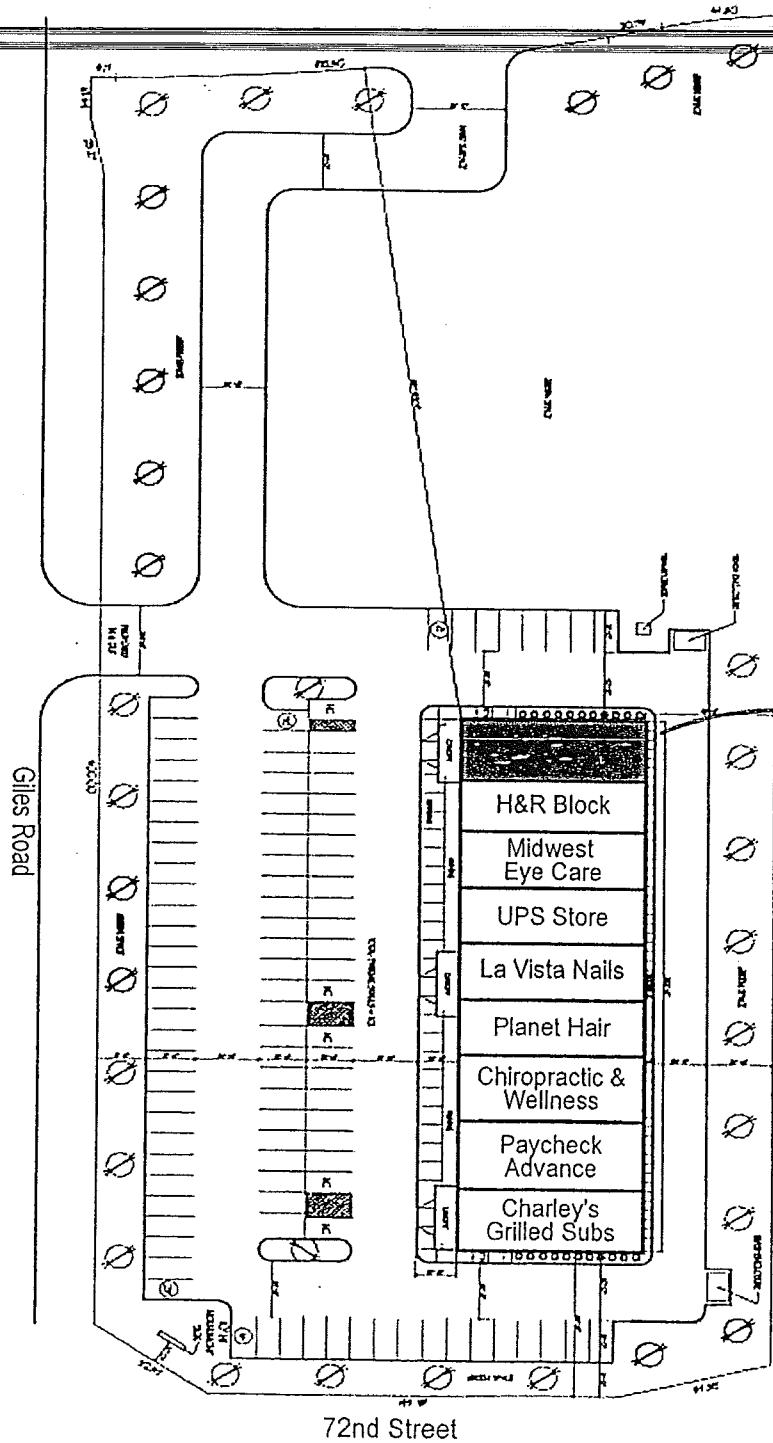


EXHIBIT "C"

SIGN CRITERIA:

A. Approvals:

1. Detailed drawings showing size, layout, colors, materials, and style of all letters must be submitted by each Tenant to the Landlord for approval prior to application for sign permit.
- ~~2. Each Tenant shall be responsible for obtaining all permits for signs and for providing and installing all signs.~~
3. In addition to approval by Landlord, all signs must be in conformance with local sign codes.

B. Allowable Sign Locations:

1. One (1) sign per Tenant (unless otherwise approved by Landlord), to be located on face of canopy.
2. All signs on face of canopy shall be centered horizontally above Tenant's storefront.

C. Allowable Sign Sizes:

1. Maximum height of letters shall be three feet (3') or with Landlord approval.
2. Maximum length of sign area shall not exceed seventy five percent (75%) of leased storefront.
3. No sign shall exceed the maximum envelope depicted in any direction without Landlord approval, and, in no case, shall exceed that allowed by applicable sign codes.

D. Design Requirements:

1. All signs shall be individual letters, channel metal construction with plastic face illuminated and raceway mounted.
2. The maximum depth of the letters from the face of the building shall be eight inches (8").

E. General:

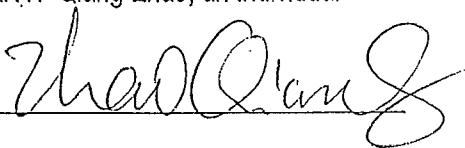
1. No back lighted illuminated letters shall be permitted.
2. No sign perpendicular to the face of the building shall be permitted.
3. No roof mounted signs of any kind shall be permitted.
4. No sign of any sort shall be mounted on the building face except as outlined in these requirements.
5. No flashing, moving or audible signs shall be permitted.
6. No exposed conduit, tubing, neon tubing, conductors, transformers, or other electrical appurtenances shall be used, unless approved by Landlord.
7. Design and location of all mounting devices shall be approved by Landlord.
8. All signs shall bear the Underwriter Laboratories label and must comply with all local building and electrical codes.
9. Tenant shall be responsible for repair of any damage to the building caused by the installation and removal of Tenant's sign.
10. Sign shall contain name of store only.
11. Any sign installed without the approval of the Landlord and not meeting the general requirements of this Standard Sign Criteria must be removed by the Tenant, at Tenant's expense, immediately upon notification by Landlord.

ASSIGNMENT OF LEASE AND RELEASE

For value received, Qiang Zhao, an individual, Tenant in the attached Lease with KANNE KORP, L.P., an Iowa Limited Partnership d.b.a. La Vista Crossing, and named in the Lease, Landlord, dated August 8th, 2011, hereby assigns all right, title and interest in the west end cap bay of the La Vista Crossing Shopping Center located at 7202 Giles Road, La Vista, Nebraska 68128 consisting of 1,950 sq. ft., from and after Qiang Zhao, unto Hutong Fusion Sushi Grill Café LLC. Qiang Zhao, agrees to remain liable to the Landlord, jointly and severally with the assignee, for the performance of all of the covenants on the part of the Tenant in said Lease mentioned, including any assignment, extension, amendment, modification or forbearance.

Dated this 01 day of 09, 2011.

TENANT: Qiang Zhao, an individual

BY: 

PRINT NAME: Qiang Zhao

LANDLORD: KANNE KORP, L.P., an Iowa Limited Partnership

BY: 

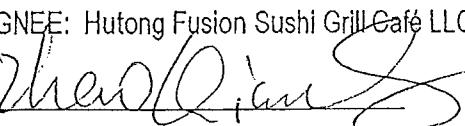
PRINT NAME: Todd Kanne

ACCEPTANCE OF ASSIGNMENT

In consideration of the above assignment, and the written consent of the Landlord hereto, the undersigned hereby assumes and agrees to make all payments from and after Qiang Zhao, an individual, and to perform all of the covenants and conditions of the attached Lease to be made and performed by the Tenant, and to save the Tenant harmless from all liability thereunder.

Dated this 01 day of 09, 2011.

ASSIGNEE: Hutong Fusion Sushi Grill Café LLC

BY: 

PRINT NAME:Qiang Zhao

